

UNIVERSITY OF CINCINNATI
CINCINNATI 21, OHIO

OFFICE OF THE DEAN OF UNIVERSITY ADMINISTRATION

June 28, 1944

Dr. Robert A. Kehoe
Kettering Laboratory
Department of Applied Physiology

Dear Dr. Kehoe:

As the copy of my letter to Mr. Suter indicates, we have sent him the original copy of the Agreement, duly signed by Mr. Dinsmore and myself. We are keeping the carbon copy for our files inasmuch as you have one copy for your records.

This certainly looks like a very interesting investigation on the part of the Kettering Laboratory and I congratulate you on carrying on the arrangements so successfully.

Sincerely yours,



N. P. Auburn
Dean of University
Administration

NPA:RCR

June 28, 1944

Mr. Charles A. Suter,
Vice President
Geigy Company, Inc.
89-91 Barclay Street
New York, 8, New York

Dear Mr. Suter:

At the request of Dr. Robert A. Kehoe,
I am sending you herewith the original
copy of the Agreement between Geigy
Company, Inc. and the University of
Cincinnati covering investigative work
carried out by the Kettering Laboratory.

You will note that the contract is duly
executed by Mr. Frank F. Dinsmore,
Chairman of the Board and the writer as
Clerk of the Board.

Sincerely yours,

N. P. Auburn
Dean of University
Administration

NPA:RCR

Incl.

AGREEMENT dated as of June 1, 1944, between GEIGY COMPANY, INC., a New York corporation (hereinafter called the "Donor"), and the UNIVERSITY OF CINCINNATI (hereinafter called the "University").

Donor wishes the Kettering Laboratory of Applied Physiology of the University (hereinafter called the "Laboratory") to investigate the toxicity of dichloro-diphenyl trichloroethane (hereinafter called "DDT") and compositions comprising DDT.

The University has approved such investigative work by the Laboratory.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto covenant and agree as follows:

1. The Laboratory shall do the investigative work outlined in the letter dated May 19, 1944, from the Donor to Dr. Robert A. Kehoe of the Laboratory, which briefly summarized is as follows:

(a) Continue the study of the effect of food containing DDT on animals until such experiments shall have run for six months. At that time, the results will be

reviewed by Donor and the Laboratory and a decision reached as to whether further studies along such lines are advisable;

(b) Study the toxic effect on animals of food containing the following insecticides:

Neocid A 5 Spray,
Neocid AD 5 Spray,
Gesarol A 3 Dust,
Gesarol A5 Spray,
Gesarol Oil Spray SH 5.

After completion of such studies, the results are to be compared with the results of the experiments made pursuant to subparagraph (a) hereof to determine whether continued feeding experiments are necessary;

(c) Study the toxic effect of Neocid and Gesarol sprays applied to the skin of rabbits; and

(d) Study the fate of DDT taken into the bodies of animals.

The foregoing investigative work shall be done on a time schedule to be agreed upon between the Laboratory and the Donor.

2. While the studies are continuing, the Donor, during 1944, shall pay the University \$1,500 on the first day of each three month's period beginning with June 1, 1944. The University shall refund to the Donor any unexpended balance remaining after the foregoing investigative work shall have

been completed.

3. The name of the University or of the Laboratory, or of any member, officer or employee of the University or the Laboratory, shall not be used in any advertising matter at any time during the progress of the work or thereafter. A written report shall be made of the findings and such a report or a photostatic copy thereof may be used by the Donor as evidence of the facts established. If the findings are to be published in a scientific journal, they shall be first submitted to the Donor for review and comment. Such a publication shall mention the name of the Donor as sponsor of the work. If so published, the Donor shall be free to quote such findings subsequent to publication.

4. The investigative work shall be planned and carried out by the University in consultation with the Donor. Any information obtained from such work may be disseminated for the public good, but shall be first submitted to the Donor for its examination and suggestions. If the work is disseminated as a written report or otherwise, the name of the Donor shall be mentioned as the sponsor of the work.

5. The University will make full progress reports to the Donor every two months.

6. No person shall be required to make an applica-

tion for patent based on any invention, discovery or development resulting from any investigative work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers, respectively, who are hereby certified to have been duly authorized to execute the same.

GEIGY COMPANY, INC.,

By

Vice-President.

Attest:



Secretary.

UNIVERSITY OF CINCINNATI
through its BOARD OF DIRECTORS,

By

Chairman.

By

Clerk.

GEIGY COMPANY INC.

ANILINE COLORS, EXTRACTS, ETC.

89-91 BARCLAY STREET

NEW YORK 8, N.Y.

December 8th, 1944

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PHILADELPHIA
ACE TORONTO
AND, ORE. CHARLOTTE, N.C.

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"CYMBAL" NEW YORK
TELEPHONES
BARCLAY 7-9080-9081

Dr. Robert A. Kehoe
Kettering Laboratory of Applied Physiology
University of Cincinnati
Evans Avenue
Cincinnati, Ohio

Dear Dr. Kehoe:

This is with reference to the agreement between the Kettering Laboratory and our Company dated June 1st, 1944.

In paragraph II of this agreement, it is stated that the Geigy Company shall pay the University \$1,500 on the first day of June and September, 1944, as long as the studies continue.

Since that time, our Dr. Victor Froelicher has discussed with you and planned the investigational work and we understand that the present program will continue for quite some time.

We would therefore like to extend our agreement from December 1st, 1944 until such time when the investigational work is brought to a close. Upon receipt of your agreement, we will remit to the Kettering Laboratory the amount of \$1,500 for the period beginning December 1st, 1944.

We trust that this procedure will meet with your entire approval. We avail ourselves of this opportunity to express our appreciation of the work which you have been doing under this agreement and we hope that it can be concluded to the complete satisfaction of both parties concerned.

Yours very truly,

GEIGY COMPANY, INC.

Chas. A. Suter *ad.*
By: Charles A. Suter,
Vice President.

CAS:ah

ALL ORDERS ACCEPTED SUBJECT TO DELAYS BEYOND OUR CONTROL. PRICE QUOTATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

~ DYESTUFF MAKERS SINCE 1859 ~

December 13, 1944

19

Mr. Charles A. Suter,
Geigy Company, Inc.,
89 Barclay Street,
New York City 8.

Dear Mr. Suter:

I have your letter of December 8, following up Dr. Froelicher's letter of some days ago, requesting information on the financial status of the work. There is one point in your letter on which I think you are entirely clear, but on which I may be justified in making a statement. I refer to your reference to paragraph 2 and your statement that "the Geigy Company shall pay the University \$1500.00 on the first day of June and September 1944, as long as the studies continue." This implies, I believe, that the agreement was to be renegotiated or extended if the work lasted beyond November of this year. It was also based on our statement that the cost of the work at the apparent rate of our progress would be about \$500.00 per month.

We are entirely agreeable to continuing the work on the present basis, and in my opinion no very formal action would be required to extend the agreement other than our mutual statement in correspondence that we wished to do so under the same conditions. I do not know that you will wish to draw up any legal document to that effect, but I am sure that we would not require any such formality. For my part, I herewith agree that we shall carry on the work under the same conditions at approximately the same rate of accomplishment and expenditure.

Very truly yours,

Robert A. Kehoe, M. D.

RAK ef

*File with Mr. Suter
of Dec 13 to 12/15/44
of Mr. Suter*

GEIGY COMPANY INC.

ANILINE COLORS, EXTRACTS, ETC.

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December 26, 1944

Dr. Robert A. Kehoe
Kettering Laboratory of Applied Physiology
University of Cincinnati
Cincinnati, Ohio

Dear Dr. Kehoe,

We have your letter of December 13, 1944.

We are pleased that the Kettering Laboratory of Applied Physiology is in a position to continue the work contemplated by the agreement dated June 1, 1944, between the University of Cincinnati and our Company. We understand that this agreement shall continue in effect until such time as the program decided upon by you and Dr. Froelicher is completed or other arrangements are made.

In accordance with this understanding, we are sending you under separate cover our check in the amount of \$1,500 as our payment for the period starting December 1, 1944.

We have also received your letter of December 4 addressed to Dr. Froelicher. According to the expense account for the period from June 1 to November 30, 1944, there is a balance of \$490.69 in our favor. Please send us a further statement of expenses at the end of February, 1945.

We thank you for your cooperation which is very much appreciated, particularly in these difficult times.

With the Compliments of the Season, we remain,

Yours very truly,

GEIGY COMPANY, INC.

Charles A. Suter
By: Charles A. Suter,
Vice President.

CAS:ah

PLEASE ADDRESS ALL COMMUNICATIONS TO THE FIRM

GEIGY COMPANY INC.

ANILINE COLORS, EXTRACTS, ETC.

89-91 BARCLAY STREET

NEW YORK 8, N.Y.

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May 25, 1945

Robert A. Kehoe, M. D.,
Kettering Laboratory of Applied Physiology,
University of Cincinnati,
Cincinnati 19, Ohio

Dear Dr. Kehoe,

We refer to the agreement between the University of Cincinnati and Geigy Company, Inc. and in particular, to our letter of December 26, 1944.

On April 24, 1945, Dr. V. Froelicher discussed with you the question of continuing - after June 1, 1945 - the work which you have been kind enough to carry on during the first half of 1945. We understand that you would, in principle, be agreeable to pursuing the work of chronic toxicity now in progress, of which the expenses are estimated to amount to about \$2,000 a year for a period of two years.

In view of the importance of this work, we are anxious to prolong the program and would be willing to pay to the Kettering Laboratory at the beginning of each period of three months, the sum of \$500 to cover your expenses, starting June 1, 1945. You shall account for such expenses at the end of each period, any eventual balance, if in your favor, to be paid by us and if in favor of our Company, to be carried forward against the next period of three months.

Dr. Froelicher informs us, furthermore, that you agree to terminate this particular project at any time if you are able to draw final conclusions covering the chronic toxicity of GNB-A - DDT and insecticidal compositions containing such chemical compound as active ingredient, or, if we should believe that the obtained results do not warrant further investigation.

If this agreement meets with your approval, please write us to this effect. We again wish to express our appreciation of the services you have rendered, and remain,

Yours very truly,
GEIGY COMPANY, INC.

By: Charles A. Suter,
Vice - President.

CAS:ah

ALL ORDERS ACCEPTED SUBJECT TO DELAYS BEYOND OUR CONTROL. PRICE QUOTATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

~ DYESTUFF MAKERS SINCE 1859 ~

May 29, 1945

Mr. Charles A. Suter
Geigy Company, Incorporated
89-91 Barclay Street
New York (8) New York

Dear Mr. Suter:

In the absence of Dr. Kehoe, I am replying to your letter addressed to him on May 25, 1945. Kindly refer also to my letter of May 1, 1945, addressed to Dr. Froelicher.

I was pleased to learn that you are desirous of prolonging the program of toxicologic investigation of DDT in progress here. We are glad to agree to continue the work under the conditions outlined in your letter. We understand that the Geigy Company is to pay to the Kettering Laboratory the sum of \$500.00 every three months, starting June 1, 1945. We shall account for our expenses at the end of each period, and shall carry forward any balance in favor of your Company against the next period. We understand that, if at the end of any period, the balance is in our favor, it will be paid by the Geigy Company provided that the total expenditures in any one year shall not exceed \$2,000.

We understand also that the project is to continue for a period of two years, unless the results obtained at some prior time should be such as to demonstrate to us or to you that a further continuance is either unnecessary to arrive at a satisfactory conclusion or unlikely to lead to definite results.

To avoid the possibility of any misunderstanding, I should like to add one comment on the next to the last paragraph of your letter. Mention is made therein of "the chronic toxicity of GNB-A - DDT and insecticidal compositions containing such chemical compound as active ingredient." The long-term experiment referred to in my letter of May 1, 1945 to Dr. Froelicher is being carried on by feeding rats upon diets containing GNB-A - DDT, but insecticidal compositions containing DDT are not being tested in this manner.

Mr. Charles A. Suter - (2) - May 29, 1945

Some short-term work upon such formulations incorporated in diets in large proportion, has been completed and reported.

It would be impossible to enlarge the scope of the long-term experiment referred to in my letter, by the inclusion of further groups of animals to be fed upon diets containing various insecticidal formulations without incurring additional expenditures. In our judgment, such expenditures would be unjustified. I feel certain that you did not have in mind such an increase in the scope of our work and I mention it only to avoid the unlikely possibility that the statement might be so interpreted.

I see no necessity for any further formal renewal of the original agreement of June 1, 1944. I would suggest only that it be understood that the present program is to cover the continuance of the long-term feeding experiment referred to in my letter of May 1, 1945, work on the items outlined in the letter of Dr. Kehoe of May 19, 1944, and mentioned in paragraph No. 1 of the agreement, having been either completed or found inadvisable at present.

Very truly yours,

Francis F. Heyroth, M. D.

FFH:vr

See agreement

GEIGY COMPANY INC.

ANILINE COLORS, EXTRACTS, ETC.

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May 31, 1945

Dr. R. E. Kehoe,
Kettering Laboratory of Applied Physiology,
University of Cincinnati,
Cincinnati 19, Ohio.

Dear Doctor Kehoe,

We have your letter of May 29, 1945.

We are indeed very happy that you are agreeable to continuing the project now under way, which, as you correctly state, is to cover the continuance of the long-term feeding experiment referred to in your letter of May 1st, 1945.

We understand that this letter will cover fully the arrangements we have covering the period starting June 1st, 1945.

Yours very truly,

Geigy Company, Inc.

Charles A. Suter

Charles A. Suter,
Vice President.

CAS/IK

PLEASE ADDRESS ALL COMMUNICATIONS TO THE FIRM

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~ DYESTUFF MAKERS SINCE 1859 ~