

HEGL

MOBIL OIL CORPORATION

1513023056

150 EAST 42ND STREET
NEW YORK, NEW YORK 10017

R. W. SCHIESLER
GENERAL MANAGER
RESEARCH DEPARTMENT

5 October 1967

SEARCHED
SERIALIZED
INDEXED
FILED

OCT 9 1967

Mr. Tolson	
Mr. DeLoach	
Mr. Mohr	
Mr. Bishop	
Mr. Casper	
Mr. Callahan	
Mr. Conrad	
Mr. Felt	
Mr. Gale	
Mr. Rosen	
Mr. Sullivan	
Mr. Tavel	
Mr. Trotter	
Tele. Room	
Miss Holmes	
Miss Gandy	

- Messrs.
- P. M. Arnold - Phillips
 - W. H. Flowers - Sinclair Research
 - C. L. Holloway - Pan American
 - V. E. Glenn - Continental
 - R. D. Sloan - Humble

STANDARD OIL COMPANY
INDIANAPOLIS, INDIANA

Gentlemen:

As you know, Phillips Petroleum Company notified us in August of their intention to assign their rights in the Invidi Point Research Program to the other Participating Parties under a mutually acceptable form of assignment which would protect Phillips right to acquire information and reports relating to the period of its participation. Article XXII of the Research Agreement provides for such assignment with the prior approval of the other Parties which has now been indicated.

Accordingly, we have prepared and enclosed for each of you a form of agreement and assignment which would accomplish this purpose. You will note that we have provided therein that the provisions of the Agreement would continue to be effective as to patents, confidentiality and publication, but for the purposes of such provisions termination of the Invidi Point Program shall be deemed to be December 1, 1967, which is the probable date that the Invidi Point Program would terminate unless expanded by appropriate action of the Technical Advisory Committee.

HEGL ✓

Please give prompt consideration to the terms of the Agreement and Assignment and furnish any comments or suggestions as soon as possible to the undersigned. We are of course anxious to secure execution of this Agreement and Assignment at the earliest possible date.

Very truly yours,

Original Signed By
R. W. SCHLESLER

Robert W. Schlesler

RWS:ds

- | | |
|-----------------------|---------------------|
| cc: W. O. Taft | - Humble |
| H. P. Bengler | - Humble |
| R. Mungen | - Pan American |
| W. R. Conley | - Continental |
| J. E. Smith | - Continental |
| R. T. Harrington, Jr. | - Sinclair Research |
| G. A. Shomo | - Sinclair Research |
| H. C. Smith | - Phillips |
| R. V. Smith | - Phillips |

~~CONFIDENTIAL~~

AGREEMENT AND ASSIGNMENT

WHEREAS, PHILLIPS PETROLEUM COMPANY ("PHILLIPS"), PAN AMERICAN PETROLEUM CORPORATION ("PAN AMERICAN"), CONTINENTAL OIL COMPANY ("CONTINENTAL"), SINCLAIR RESEARCH, INC. ("SINCLAIR"), HUMBLE OIL & REFINING COMPANY ("HUMBLE"), and MOBIL OIL CORPORATION ("MOBIL") are "Participating Parties" as defined in that certain Agreement for Joint Research Utilizing Anvil Points Experimental And Demonstration Facilities Near Rifle, Colorado, dated and effective as of April 29, 1964 (hereinafter called "Agreement"); and

WHEREAS, Phillips desires to assign its rights under such Agreement and the other Participating Parties named above desire to acquire such rights and to make provision for certain continuing rights and obligations, all as more fully provided for herein;

W I T N E S S E T H :

NOW, THEREFORE, subject to the terms and provisions of this Agreement and Assignment, Phillips Petroleum Company, for and in consideration of the sum of \$10.00, the receipt of which is hereby acknowledged, and the mutual covenants and agreements contained herein, has granted, bargained, sold, assigned and conveyed and by these presents does grant, bargain, sell, assign and convey unto Pan American Petroleum Corporation, Continental Oil Company, Sinclair Research, Inc., Humble Oil & Refining Company and Mobil Oil Corporation (sometimes hereinafter referred to collectively as "Other Parties"), all of its right, title and interest in and under

the Agreement and in and to all materials, supplies and equipment of every kind and character acquired and owned by the Participating Parties and used in connection with the research program provided for in said Agreement.

Phillips and the Other Parties agree that the provisions of Article XX of the Agreement shall continue in full force and effects as between all of such parties, provided, however, that for the purposes of such provision, termination of the Initial Program shall be deemed to be December 1, 1967 and, provided, further that the Initial Program shall be deemed not to include any work performed during the course of an engineering team evaluation program which is contemplated by the Other Parties as an extension of the Initial Program.

Phillips expressly agrees that it will continue to be subject to all of the provisions of that certain Lease Agreement between the United States of America and the Colorado School of Mines Research Foundation, Inc. dated May 1, 1964, and effective April 29, 1964, and particularly Appendix I thereto, and to the terms and provisions of that certain contract between Socony Mobil Oil Company, Inc. and the Colorado School of Mines Research Foundation, Inc. dated April 29, 1964.

Phillips further agrees that at such time as requested by the Project Manager, it will pay one-sixth (1/6) of such costs and expenses as may be required to be paid by the Participating

Parties and relating to the return of the Anvil Points facilities (including replacement of or reimbursement for quantities of materials and supplies, as required) to the custody of the Department of the Interior, and the Other Parties agree that there shall be distributed to Phillips one-sixth (1/6) of any materials, supplies, facilities and equipment salvaged and sold pursuant to Article XI of the Agreement. The costs and expenses referred to in this paragraph shall include any estimate of cost paid to Contractor pursuant to Paragraph IV(b) of that certain Agreement between Socony Mobil Oil Company, Inc. and the Colorado School of Mines Research Foundation, Inc. dated April 29, 1964.

IN WITNESS WHEREOF, this Agreement and Assignment has been executed by the parties as of the 15th day of October, 1967.

PHILLIPS PETROLEUM COMPANY

ATTEST:

By _____

**THIS AGREEMENT
Not To Be Presented**

PAN AMERICAN PETROLEUM CORPORATION

ATTEST:

By _____

**THIS AGREEMENT
Not To Be Presented**

CONTINENTAL OIL COMPANY

ATTEST:

By _____

~~Draft Agreement
Not To Be Executed~~

SINCLAIR RESEARCH, INC.

ATTEST:

By _____

~~Draft Agreement
Not To Be Executed~~

HUMBLE OIL & REFINING COMPANY

ATTEST:

By _____

~~Draft Agreement
Not To Be Executed~~

MOBIL OIL CORPORATION

ATTEST:

By _____

~~Draft Agreement
Not To Be Executed~~