

Attachment 1

LAMAR SMITH, Texas
AIRMAN

EDDIE BERNICE JOHNSON, Texas
RANKING MEMBER

Congress of the United States House of Representatives

COMMITTEE ON SCIENCE, SPACE, AND TECHNOLOGY

2321 RAYBURN HOUSE OFFICE BUILDING

WASHINGTON, DC 20515-6301

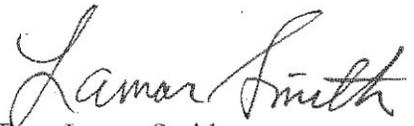
(202) 225-6371
www.science.house.gov

August 1, 2013

The Honorable Gina McCarthy
Administrator
United States Environmental Protection Agency
USEPA William Jefferson Clinton Federal Building
1200 Pennsylvania Ave., N.W., Washington, DC

Dear Administrator McCarthy,

Enclosed please find a subpoena *duces tecum* from the United States House of Representatives Committee on Science, Space, and Technology.



Rep. Lamar Smith
Chairman
Committee on Science, Space, and Technology



Rep. Chris Stewart
Chairman
Subcommittee on Environment

Enclosure.

SUBPOENA

**BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE
CONGRESS OF THE UNITED STATES OF AMERICA**

To Gina McCarthy, Administrator, United States Environmental Protection Agency

You are hereby commanded to be and appear before the Committee on Science, Space and Technology

of the House of Representatives of the United States at the place, date and time specified below.

- to testify touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____

Time: _____

- to produce the things identified on the attached schedule touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of production: 2321 Rayburn House Office Building, Washington, DC 20515

Date: August 19, 2013

Time: 10:00 a.m.

To U.S. Marshals Service or any authorized staff member of the Committee on Science, Space, and Technology

_____ to serve and make return.

Witness my hand and the seal of the House of Representatives of the United States,
at the city of Washington, this 15th day of August, 2013.

Lamar Smith

Chairman or Authorized Member

Attest:

Karen S. Naas

Clerk

Instructions

1. In complying with this Subpoena, you shall produce all responsive documents that are in your possession, custody, or control.
2. Documents responsive to the subpoena shall not be destroyed, modified (except as provided in Instruction 3 below), removed, transferred, or otherwise made inaccessible to the Committee.
3. Documents responsive to the subpoena may be produced in a de-identified form that removes personally identifiable information from the documents, but the documents shall be produced in a manner sufficient for independent replication and re-analysis and shall contain sufficient information to allow a one-to-one mapping of each pollutant and ecological variable to each subject.
4. In the event that any entity, organization or individual denoted in the subpoena has been, or is currently, known by any other name than that herein denoted, the subpoena shall be read also to include them under that alternative identification.
5. Each document produced shall be produced in a form that renders the document capable of being copied.
6. When you produce documents, you shall identify the paragraph or clause in the Committee's subpoena to which the documents respond.
7. Documents produced in response to this subpoena shall be produced together with copies of file labels, dividers or identifying markers with which they were associated when this subpoena was issued. To the extent that documents were not stored with file labels, dividers, or identifying markers, they shall be organized into separate folders by subject matter prior to production.
8. Each folder and box shall be numbered, and a description of the contents of each folder and box, including the paragraph or clause of the subpoena to which the documents are responsive, shall be provided in an accompanying index.
9. It is not a proper basis to refuse to produce a document that any other person or entity also possesses a nonidentical or identical copy of the same document.
10. If any of the subpoenaed information is available in machine-readable or electronic form (such as on a computer server, hard drive, CD, DVD, memory stick, or computer back-up tape), you shall consult with Committee staff to determine the appropriate format in which to produce the information. Documents produced in electronic format shall be organized, identified, and indexed electronically in a manner comparable to the organizational structure called for in (6) and (7) above. Documents produced in an electronic format shall also be produced in a searchable format.

11. In the event that a document is withheld on any basis, you shall provide the following information concerning the document: (a) the reason the document is not being produced; (b) the type of document; (c) the general subject matter; (d) the date, author and addressee; and (e) the relationship of the author and addressee to each other.
12. If any document responsive to this subpoena was, but no longer is, in your possession, custody, or control, you shall identify the document (stating its date, author, subject and recipients) and explain the circumstances by which the document ceased to be in your possession, custody, or control.
13. If a date or other descriptive detail set forth in this subpoena referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the subpoena, you shall produce all documents which would be responsive as if the date or other descriptive detail were correct.
14. This subpoena is continuing in nature and applies to any newly-discovered document. Any document not produced because it has not been located or discovered by the return date shall be produced immediately upon location or discovery subsequent thereto.
15. All documents shall be bates-stamped sequentially and produced sequentially.
16. Two sets of documents shall be delivered, one set to the majority staff and one set to the minority staff. The majority set shall be delivered to the majority staff in Room 2321 of the Rayburn House Office Building and the minority set shall be delivered to the minority staff in Room 394 of the Ford House Office Building. You shall consult with Committee staff regarding the method of delivery prior to sending any material.
17. Upon completion of the document production, you shall submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control which reasonably could contain responsive documents; and (2) all documents located during the search that are responsive have been produced to the Committee or identified in a privilege log provided to the Committee.

Definitions

1. The term "document" means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, whether classified or unclassified, and whether original or copy, including, but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, working papers, records notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, interoffice and intra office communications, electronic mail (e-mail), contracts, cables, notations of any type of conversation, telephone calls, meeting or other communications, bulletins, printed matter, computer printouts, teletypes, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, and work sheets (and all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments of any of the foregoing, as well as any attachments or appendices thereto). The term also means any graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, voice mails, microfiche, microfilm, videotape, recordings and motion pictures), electronic and mechanical records or representations of any kind (including, without limitation, tapes, cassettes, disks, computer server files, computer hard drive files, CDs, DVDs, memory sticks, and recordings) and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, disk, videotape or otherwise. The term specifically includes, but is not limited to, all experiment protocols and datasets, including the computer programs used in all phases of the covered studies, the code books and data dictionaries used, all electronic machine-readable input files necessary to replicate the study results, and copies of the output files. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.
2. The term "documents in your possession, custody, or control" means (a) documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, or representatives acting on your behalf; (b) documents that you have a legal right to obtain, that you have a right to copy, or to which you have access; and (c) protocols, datasets, and other documents that you have placed in the temporary possession, custody, or control of any third party. "Documents in your possession, custody, or control" specifically includes documents that the EPA has a legal right to obtain under the Shelby amendment (contained in PL 105-27), OMB Circular A-110, or any other law, whether those documents are in the immediate possession of Harvard University, the American Cancer Society, the Health Effects Institute, or any other private entity.

3. The phrase "all analyses and re-analyses of" means any subsequent analysis of the Harvard Six Cities or Cancer Prevention Study II data, including, but not limited to:

Jerrett et al. 2009. "Long-term ozone exposure and mortality." *New England Journal of Medicine* 360: 1085-1095.

Krewski et al. 2000. "Reanalysis of the Harvard Six Cities Study and the American Cancer Society Study of Particulate Air Pollution and Mortality." Special report to Health Effects Institute. Cambridge MA. July.

Pope et al. 2002. "Lung Cancer, Cardiopulmonary Mortality, and Long-term Exposure to Fine Particulate Air Pollution." *Journal of the American Medical Association* 287: 1132-1141.

Pope et al. 2009. "Fine Particle Air Pollution and Life Expectancy in the United States." *New England Journal of Medicine* 360: 376-386.

Laden et al. 2006. "Reduction in Fine Particulate Air Pollution and Mortality." *American Journal of Respiratory and Critical Care Medicine* 173: 667-672.

Krewski et al. 2009. "Extended follow-up and spatial analysis of the American Cancer Society study linking particulate air pollution and mortality, HEI Research Report 140, Health Effects Institute. Boston, MA.

Lepeule et al. 2012. "Chronic Exposure to Fine Particles and Mortality: An Extended Follow-Up of the Harvard Six Cities Study from 1974 to 2009." *Environmental Health Perspectives* 120(7): 965-970.

4. The term "covered studies" means the Harvard Six Cities Study, the Cancer Prevention Study II, and all analyses and re-analyses of either study.
5. The term "communication" means each manner or means of disclosure or exchange of information, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether face-to-face, in a meeting, by telephone, mail, telexes, discussions, releases, personal delivery, or otherwise.
6. The terms "and" and "or" shall be construed broadly and either conjunctively or disjunctively to bring within the scope of this subpoena any information which might otherwise be construed to be outside its scope. The singular includes plural number, and vice versa. The masculine includes the feminine and neuter genders.
7. The terms "person" or "persons" means natural persons, firms, partnerships, associations, corporations, subsidiaries, divisions, departments, joint ventures, proprietorships, syndicates, or other legal, business or government entities, and all subsidiaries, affiliates, divisions, departments, branches, and other units thereof.
8. The terms "referring or relating," with respect to any given subject, means anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with or is in any manner whatsoever pertinent to that subject.

Schedule

1. All documents in your possession, custody, or control related to the Harvard Six Cities Study.
2. All documents in your possession, custody, or control related to the Cancer Prevention Study II.
3. All documents in your possession, custody, or control related to all analyses and re-analyses of the Harvard Six Cities Study or the Cancer Prevention Study II.



National Institute of Statistical Sciences
PO Box 14006, Research Triangle Park, NC 27709-4006
Tel: 919.685.9300 FAX: 919-685-9310
www.niss.org

The Statistics Community Serving the Nation

July 29, 2013

Chairman Lamar Smith and Chairman Chris Stewart
House Committee on Science, Space, and Technology
2321 Rayburn House Office Building
Washington, DC 20515

Dear Chairman Smith and Chairman Stewart:

Data to request for Harvard Six Cities study and American Cancer Society data set, ACS II

Raw data is examined and decisions are made on which variables need to be taken into account and what operational decisions made to create a data file suitable for statistical analysis. Raw data is "staged" into an analytical file.

It is well-known that statistical analysis decisions can change the nature of claims made, Young and Karr, Significance, 2011. It is becoming known that claims can vary considerably based on decisions made in the staging of the data. See OMOP web site for references and lectures, <http://omop.fnih.org/>.

For each data set we need both the raw data and the final analytical file. Starting from the analytical file that was used to compute analyses given in the paper, we need that file and all the raw data files that were considered/used to make the analytical file.

The descriptions of what is needed are covered well in your data request document.

De-identification

The simplest form of de-identification is micro-aggregation. For example, if daily deaths are used in an analysis then the daily total is an aggregation of individuals. From the total, the identity of individuals is protected so long as the total is above some reasonable threshold. A trusted 3rd party can do the micro-aggregation and the resulting data can be made public knowing that individual identities are protected.

More sophisticated forms of de-identification are available and can be used if necessary. In general, it is almost always possible to de-identify data so that individual identity is protected and analysis is possible.

Privacy Concerns

In general, individual privacy concerns should disappear with death. Insurance companies don't insure dead people. As most of these data sets are old, it is expected that many of the individuals are dead. Also, when death is the endpoint of analysis, then privacy concerns are greatly lessened.

Level of effort

The National Institute of Statistical Sciences has considerable experience with de-identification. NISS is considered at trusted 3rd party. If de-identification can be accomplished via micro-aggregation on the analytical file, then the work should be quick and relatively easy to accomplish. Labor will be necessary to understand the file structures and to examine the output. De-identification of raw data is more difficult. The level of effort there would depend on the nature of the data and the degree of protection needed. NISS is happy to examine the papers at issue and associated data sets and provide a scope of work for de-identification.

Sincerely,

A handwritten signature in cursive script that reads "S. Stanley Young".

S. Stanley Young, PhD, FASA, FAAAS

Assistant Director for Bioinformatics

VENDOR NO. 205372		PHILIP MORRIS INCORPORATED RICHMOND, VIRGINIA 23261			CHECK NO. 0000000480463	
VENDOR NAME JAMES E ENSTROM/SCH OF PUBLIC		3882-9156			DATE 04/23/97	PAGE 1
DATE	INVOICE NO.	VOUCHER	GROSS	DISCOUNT	NET	
03/24/97	ENSTROM	13023671	75,000.00-		75,000.00-	
RETURN CHK TO MARGARET OPOCENSKY/R&D A-2						
			TOTAL AMOUNT :	0.00	75,000.00-	

▼ DETACH HERE BEFORE DEPOSITING



PHILIP MORRIS INCORPORATED
RICHMOND, VIRGINIA 23261
VOID AFTER 60 DAYS

62-20
311
DATE 04/23/97
480463
0000000480463

PAY
EXACTLY

SEVENTY-FIVE THOUSAND 00/100 *****

***** DOLLARS \$ *****75,000.00

TO
THE
ORDER
OF

JAMES E ENSTROM/SCH OF PUBLIC
HEALTH UNIV OF CA LOS ANGELES
10833 LE CONTE AVENUE
LOS ANGELES CA 90095-1772

THIS IS TOBACCO MONEY



⑆480463⑆ ⑆031100209⑆ 38829156⑆

AUTHORIZED SIGNATURE
John D. LeMay
AUTHORIZED SIGNATURE

PHILIP MORRIS

U.S.A.
RESEARCH CENTER, RICHMOND, VIRGINIA 22261-6583

RICHARD A. CARCHMAN, Ph.D.
GROUP DIRECTOR
SCIENTIFIC AFFAIRS

April 25, 1997

P.O. BOX 25583
BOSTON 02124-5794
FAX (603) 274-3862

James E. Enstrom, Ph.D., M.P.H.
School of Public Health
University of California
10833 Le Conte Avenue
Los Angeles, CA 90095-1772

Reference: Principal Investigator: James E. Enstrom, Ph.D., M.P.H.
Grant Title: "Relationship of Low Levels of Active Smoking to Mortality"

Dear Dr. Enstrom:

Philip Morris is pleased to present you with a grant in the amount of \$150,000.00 in support of your proposal entitled: "Relationship of Low Levels of Active Smoking to Mortality". The granting period is for two years. A check in the amount of \$75,000.00 for the first year of your proposed research is enclosed.

We desire to fund quality scientific research and to promote the independent investigation of the issues described in the proposal. We request that we be kept informed of the progress of the research via periodic progress reports and by an annual presentation of the research findings to the Philip Morris Research and Development Community. Most importantly, we request that the results of the completed studies be published in peer-reviewed journals. Please keep me informed of the progress of your research. If the research contemplated by the proposal is completed and the total funds requested for this grant have not been expended, we expect a refund of the appropriate amount.

We wish you the best of luck in your work. Additionally, we look forward to the results of the proposed studies.

Very truly yours,



Richard A. Carchman, Ph.D.
Group Director,
Scientific Affairs

Enclosure

cc: Dr. C. Ellis
Dr. G. Nixon

2063610867

B

COUNCIL FOR TOBACCO RESEARCH - U.S.A., INC.
900 Third Avenue
New York, N.Y. 10022

Date: JUL 10 1992

To:

Ms. Karen Partipilo
Extramural Fund Management
University of California, LA
2312 Murphy Hall
405 Hilgard Avenue
Los Angeles, CA 90024-1433

Grant No.: 3333

Grantee: James E. Enstrom, PhD

Check Amount: \$34,500

For: PAYMENT IN FULL

Activation Date of Current Grant: 7/1/92

File Copy

F

COUNCIL FOR TOBACCO RESEARCH - U.S.A., INC.
900 Third Avenue
New York, N.Y. 10022

Date:

7 - 1994

To:

**Ms. Karen Partipilo
Extramural Fund Management
University of California, LA
405 Hilgard Avenue
Los Angeles, CA 90024-1400**

Grant No.: 3333R2

Grantee: James E. Enstrom, PhD

Check Amount: \$34,500

For: PAYMENT IN FULL

Activation Date of Current Grant: 7/1/94

File Copy

COUNCIL FOR TOBACCO RESEARCH - U.S.A., INC.
900 Third Avenue
New York, N.Y. 10022

Date: 7/1/95

To:

Ms. Linda Lee
Contract & Grant Officer
Office of Contracts & Grants
University of California, LA
Los Angeles, CA 90024-1406

Grant No.: 3333A

Grantee: James E. Enstrom, PhD

Check Amount: \$35,000

For: PAYMENT IN FULL

Activation Date of Current Grant: 7/1/95

G

THE COUNCIL FOR TOBACCO RESEARCH -U.S.A., Inc.
900 Third Avenue
New York, N.Y. 10022

CHECK TRANSMITTAL FORM

Date:

JUL 11 1997

To: Ms. Sharon Martin, Grants Specialist
Sponsored Research
University of California, LA
1400 Ueberroth Bldg.
Los Angeles, CA 90095-1406

Grant Number: 3333AR2
Grantee: James E. Enstrom, Ph.D.
Check Amount: \$35,000
For: Full Payment

Activation Date of Current Grant: 7/1/97

File Copy

E

THE COUNCIL FOR TOBACCO RESEARCH -U.S.A., Inc.
900 Third Avenue
New York, N.Y. 10022

CHECK TRANSMITTAL FORM

Date:

FEB 11 1998

To: Ms. Sharon Martin, Grants Specialist 187
Sponsored Research
University of California, LA
1400 Ueberroth Bldg.
Los Angeles, CA 90095-1406

Grant Number: 3333AR2

Grantee: James E. Enstrom, Ph.D.

Check Amount: \$25,000

For: Supplemental Payment in Full

Activation Date of Current Grant: 7/1/97

D

NUMBER

3333

COMMITTEE: Lynch, Bernard

NAME: James E. Enstrom, Ph.D.
TITLE: Associate REsearcher
INSTITUTION: University of California
Los Angeles, CA
ADDRESS:

BUSINESS OFFICER:
TITLE:
INSTITUTION:
ADDRESS:

SUBJECT: Mortality trends among smokers and nonsmokers
Anticipated Duration: 3 yrs

	<u>Amount</u>	<u>Activation Date</u>	<u>Type of Payment</u>	<u>Progress Reports</u>
<i>VL/DS</i> Original Grant	<u>34,500</u>	<u>7/1/92</u>	SAIF IF	
First Renewal <i>R1</i>	<u>34,500</u>	<u>7/1/93</u>	SAIF	
Second Renewal <i>R2</i>	<u>34,500</u>	<u>7/1/94</u>	IF	
Third Renewal <i>34,500 A</i>	<u>35,000</u>	<u>7/1/95</u>	IF	
<i>MM GH</i> Fourth Renewal <i>AR1</i>	<u>35,000</u>	<u>7/1/96</u>	IF	
Fifth Renewal <i>AR2</i>	<u>35,000</u>	<u>7/1/97</u>	IF	
	<i>suppl</i> <u>25,000</u>		<u>6/30/98 - 12/31/98</u>	
Sixth Renewal				
Seventh Renewal				
Eighth Renewal				
TOTAL				

Attachment A

September 14, 2007

Tina Henry
Industry Contract Analyst
University of California, Los Angeles
Office of Contracts and Grants Administration
10920 Wilshire Boulevard, Suite 1200
Los Angeles, CA 90024-1406

Subject: Notice of Administrative Changes

Dear Ms. Henry:

PM USA and The Regents of the University of California, Los Angeles are currently parties to the following ERP agreement:

External Research Agreement Between The Regents of the University of California, Los Angeles ("Researcher") and PM USA effective as of September 1, 2002 and as amended effective as of August 31, 2003, November 1, 2003, February 29, 2004, July 31, 2004, July 31, 2005, July 31, 2006, and December 31, 2006 for research conducted under the direction of Dr. James E. Enstrom (the "Agreement").

All terms used herein but not defined shall have the meanings given such terms in the Agreement.

As provided for in the Agreement, PM USA understands that Researcher will complete all research under the Agreement on or before December 31, 2007. Researcher may continue performing the research described in the Agreement, and PM USA will reimburse Researcher for such research in accordance with the Agreement. However, effective as of the date of this letter, PM USA will cease granting requests for any extensions beyond December 31, 2007.

All subsequent correspondence and written materials, including reports, related to the research or required by the Agreement should be directed to PM USA to Peter J. Lipowicz, Ph.D. via e-mail (Peter.J.Lipowicz@pmusa.com) or at the following address:

Philip Morris USA Inc.
Attn: Dr. Peter J. Lipowicz
Operations Center T1E
615 Maury Street
Richmond, VA 23224

PHILIP MORRIS U.S.A.
INTEROFFICE CORRESPONDENCE
Richmond, Virginia

To: Ken Podraza

Date: October 22, 2007

From: Pete Lipowicz

Subject: External Research Program – Grant Payments for Review and Approval

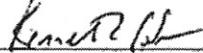
Attached for your review and approval are seventeen (17) invoice(s) in support of final External Research Program grant payments. Please indicate your approval to pay these invoices by signing below where indicated. Although the list of invoices is being provided to you in summary, your approval is for each invoice on an individual basis.

Attached are the following invoices:

	PI NAME	W/T	Invoice #	INSTITUTION	AMOUNT	INVOICE DATE
1	Balazy, Michael	No	8500021652	New York Medical College	\$421,221.88	10/19
2	Ballinger, Scott	No	8500026596	The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham	\$447,184.00	10/19
3	Bergman, Yehudit	No	8500015607	The Hebrew University Medical School	\$115,606.00	10/19
4	Breyer, Richard	No	8500018481	Vanderbilt University Medical Center	\$452,807.82	10/19
5	Brodbeck, Jennifer	No	8500016094	The University of Texas at Austin	\$171,778.42	10/19
6	Chesney, Jason	No	8500024300	University of Louisville Research Foundation	\$343,068.50	10/19
7	De Biasi, Mariella	No	8500016328	Baylor College of Medicine	\$240,756.00	10/19
8	de Caestecker, Mark P.	No	8500026673	Vanderbilt University Medical Center	\$759,361.00	10/19
9	De Erasquin, Gabriel A.	No	8500016253	Washington University School of Medicine	\$310,470.00	10/19
10	DeCoursey, Thomase E.	No	8500026697	Rush University Medical Center	\$457,669.00	10/19
11	Dunn, Patrick F.	No	8500016494	University of Notre Dame	\$184,129.00	10/19
12	Enstrom, James E.	No	42075902	The Regents of the University of California, Los Angeles	\$19,158.00	10/19
13	Fine, Alan	No	8500015909	Dalhousie University	\$380,527.80	10/19
14	Fomina, Alla	No	8500009632	The Regents of the University of California, Davis	\$22,841.82	10/19
15	Fratia, Walter	No	8500025631	University of Cagliari	\$171,444.00	10/19
16	Friedland, Robert P.	No	8500019736	Case Western Reserve University School of Medicine	\$525,401.00	10/19
17	Granot, Esther	No	8500004850	Kaplan Medical Center	\$18,150.00	10/19

W/T = WIRE TRANSFERS REQUESTED

I approve each of the above listed invoices on an individual basis. They are summarized in aggregate for processing purposes only.


 Ken Podraza, VP RD&E Administration and Compliance

10-25-07
 Date



PHILIP MORRIS

U.S.A.
RICHMOND, VIRGINIA

May 15, 2000

Dr. James Enstrom
Associate Research Professor
School of Public Health -- UCLA
Box 951772
Los Angeles, CA 90024

CONFIDENTIALITY AGREEMENT

Dear Dr. Enstrom:

You have offered to supply goods or services to Philip Morris Incorporated ("PM USA") in connection with a lecture on epidemiological issues regarding dose-response and cigarette smoke as related to various health endpoints. For you to supply such goods or services, PM USA may have to disclose to you certain information and know-how that it considers to be confidential and, in consideration of PM USA disclosing the same to you, you hereby agree as follows:

1. The term "Confidential Information" as used herein includes all information and know-how supplied to you by PM USA or its representatives, including information obtained through observation while in PM USA's facilities, whether such information is owned by PM USA or is obtained by PM USA through a grant of rights by a third party, except:

- (a) information that at the time of disclosure is in the public domain or that later becomes part of the public domain by publication or otherwise through no act of yours;

- (b) information that you can demonstrate by competent proof to have been in your possession prior to disclosure of such information to you by PM USA or its representatives;
- (c) information that is furnished to you by a third party as a matter of right without restriction on disclosure and that was not received directly or indirectly from PM USA or its representatives; and
- (d) information that is developed independently by you without access to or use of PM USA's Confidential Information and you can so prove by competent evidence.

The term "Confidential Information" further includes the existence of this Agreement and the nature of the activity hereunder.

2. While this Agreement is in effect, you will make no use of PM USA's Confidential Information nor disclose the same to any third party except as specifically provided herein.

3. You will disclose PM USA's Confidential Information only to those of your employees, agents and subcontractors who need it in connection with your work on PM USA's behalf and who have been advised of their obligation and have agreed to be bound by the terms of this Agreement.

4. Disclosures initially made orally by PM USA or its representatives will be confirmed in writing upon your request in order to enable you to identify Confidential Information, but shall be considered confidential if no such request is made.

5. All documents, data, specifications, samples, drawings, designs, blueprints, photographs, sketches, software (including but not limited to PM USA's CAD menus, cell symbologies and user commands) and other materials furnished to you by PM USA or prepared by or for you in the course of your work on PM USA's behalf shall belong to PM USA and shall not be used for, or revealed, divulged or made known to, any person, firm or corporation without the prior written consent of PM USA. Upon PM USA's request, you will return to PM USA all such materials, together with any reproductions of such materials which you may have made.

6. During the course of this agreement, you will take no photographs or videos of PM USA's facilities, equipment or processes, nor use any other audio

visual recording equipment in any way while in PM USA's facilities or on PM USA's premises, without PM USA's prior written consent. You will promptly provide PM USA with one copy of any photograph, video or other audio visual recording taken.

7. In the event the parties mutually agree that a discussed concept should be developed, the parties may enter into a more detailed agreement concerning intellectual property.

8. You agree to be bound by the terms of this Agreement for five (5) years from the date of this letter or until earlier relieved of such obligation by written notice from PM USA.

9. The statutes and judicial interpretations of the Commonwealth of Virginia (U.S.A.) shall govern this Agreement.

If you agree to the foregoing terms and conditions, please so indicate by having an authorized representative sign and return the attached copy of this letter.

Very truly yours,

PHILIP MORRIS INCORPORATED

By: 

Printed Name: DR. ROGER WALK

Title: DIRECTOR WSA

Accepted and agreed
as of the date of this letter:

By: 
Dr. James Enstrom

CIAR-FUNDED PROJECTS

1989 - 1999

CENTER FOR INDOOR AIR RESEARCH
1099 Winterson Road
Linthicum, Maryland 21090
(410) 684-3777

2505442779

August 31, 1999

Environmental Tobacco Smoke and Mortality Among CPS I

PI: James E. Enstrom, Ph.D., M.P.H.
University of California, Los Angeles

This research makes use of the American Cancer Society (ACS) Cancer Prevention Study (CPS I). The primary focus is to examine the hypothesis that exposure to ETS increases tobacco-related mortality among nonsmokers, specifically: (1) to examine the long-term relationship between ETS exposure measured by spousal smoking and death from lung cancer, CHD, and other tobacco-related diseases using follow-up data; (2) to conduct 38-year passive mortality follow-up through 1997 on selected traceable CPS I subjects; (3) to conduct questionnaire follow-up of CPS I survivors in California with regard to their current lifestyles; and (4) to prepare a data base that can be used to examine issues relevant to ETS.

Contract No.	98-13
Project Duration	6/1/98 - 5/31/01
Project Cost	\$525,000
Project Status	In progress

Publications:

J.E. Enstrom, Smoking cessation and mortality trends among two United States populations, *J Clin Epidemiol* 52:xxx-xxx, September 1999 in press.

J.E. Enstrom and C.W. Heath, Jr., Smoking cessation and mortality trends among 118,000 Californians, *Epidemiology* 10:500-512, September 1999.

2505442815

Issues Guide

R.J. REYNOLDS TOBACCO WORLDWIDE



51200 8121

11/94

ALEC's public-private partnership ensures that the opinions and perspectives of the private sector are heard and considered in the development of model legislation and policies. The organization has supported positions on freedom of choice issues, opposition to advertising bans and punitive taxation.

Reynolds Tobacco State Government Relations supports ALEC and is represented on its Board of Directors.

The Council for Tobacco Research

900 Third Avenue
New York, New York 10022
Tel: (212) 421-8885

CTR, formerly the Tobacco Industry Research Committee, was formed in 1954, with Reynolds Tobacco as one of the founding members. Since then, CTR has contributed more than U.S. \$130 million to fund scientific and medical research by independent scientists into the claimed relationship between cigarette smoking and human disease. Reynolds Tobacco has contributed more than U.S. \$43 million of that total.

CTR grantees have investigated such fundamental research issues as the mechanism of carcinogenesis and atherogenesis. The CTR Grant-In-Aid research program has been administered by a Scientific Advisory Board comprising eminent scientists and medical doctors, including three Nobel laureates.

Many of the research programs that have been funded by CTR have received joint support from the National Cancer Institute, the American Cancer Society, the U.S. Public Health Service and other public health organizations.

The Center for Indoor Air Research

1099 Winterson Road
Suite 280
Linthicum, Maryland 21090
Tel: (410) 684-3780

CIAR is a non-profit corporation formed in 1988 to sponsor high-quality research on indoor air issues and to facilitate communication of research findings to the broad scientific community. Reynolds Tobacco is a charter member.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, :
 :
 Plaintiff, :
 : Civil Action No. 99-2496 (GK)
 and :
 :
 TOBACCO-FREE KIDS ACTION FUND, :
 AMERICAN CANCER SOCIETY, :
 AMERICAN HEART ASSOCIATION, :
 AMERICAN LUNG ASSOCIATION, :
 AMERICANS FOR NONSMOKERS' RIGHTS, :
 and NATIONAL AFRICAN AMERICAN :
 TOBACCO PREVENTION NETWORK, :
 :
 Intervenor, :
 :
 v. :
 :
 PHILIP MORRIS USA, INC., :
 (f/k/a Philip Morris, Inc.), et al., :
 :
 Defendants. :

FINAL OPINION

meetings of John Rupp with key "whitecoats" in a number of European countries.

2501000364-0365 at 0365 (US 45866).

3495. On February 17, 1988, Philip Morris and Covington & Burling presented the

Downunder recommendations in London to BATCo and other European cigarette manufacturers to

bring them on board. BATCo Scientific Director Sharon Boyse (Blackie) recorded the following

from the London meeting:

Philip Morris presented to the UK industry their global strategy on environmental tobacco smoke. In every major international area (USA, Europe, Australia, Far East, South America, Central America & Spain) they are proposing, in key countries, to set up a team of

scientists organised by one national coordinating scientist and American lawyers, to review scientific literature and carry out work

on ETS to keep the controversy alive. . . .

Because of the heavy financial burden, Philip Morris are [sic] inviting other companies to join them in these activities to whatever extent individual companies deem appropriate. . . .

Dr. Gaisch said that their strategy on ETS had been established in the

USA at a meeting between Philip Morris and Covington & Burling, the lawyers acting for the Tobacco Institute in the USA. At a late

date R.J. Reynolds were also brought in to support some of their US activities, one of these being the Centre for Indoor Air Research.

321140944-0949 (US 20586).

3496. Operation Downunder became part of Defendants' coordinated, global efforts.

(4) 1988-1999: The Center for Indoor Air Research (CIAR)

3497. In 1986, "[m]embers of the [ETSAG] group began to express the opinion that a more

efficient mechanism to search out and supervise such [ETS] research needed to be considered."

87780454 (US 23531).

3498. At a May 26, 1987 ETSAG meeting, members decided that a new ETS research

coordinating organization for the Defendants should be called the Center for Indoor Air Research

("CIAR") "in order to dissociate it and avoid confusion with the Tobacco Institute." 506300804-

0815 (US 20756); 511252621-2626 at 2621 (US 51554); 620002505-2506 (US 53330).

3499. CIAR was also an important component of the industry's ETS program established

at "Operation Downunder" in June 1987. 2021502102-2134 at 2130-2132 (US 20346);

2021502679-2683 at 2681 (US 75077); 508221912-1914 at 1912-1913 (US 24738).

3500. ETSAG proposed "the formal organization of a research organization to deal with

issues relating to indoor air quality," which became CIAR. The proposal for CIAR, presented to the

Tobacco Institute Executive Committee on December 10, 1987, called for the creation of an

organization "with its own staff and an increased research budget" for the ongoing ETSAG projects.

At the end of the Executive Committee meeting, "it was agreed that Dr. Osdene and his group would

proceed with the hiring of an Executive Director and the preparatory corporate and other steps for

the establishment of the CIAR." TIMN0014390-4393 (US 62782).

3501. Pursuant to the Tobacco Institute Executive Committee agreement, CIAR was

officially incorporated in January 1988 to take over the research responsibilities of the ETSAG. The

charter members of CIAR were Philip Morris, Lorillard, and Reynolds, who constituted the Board

of Directors. 87824558-4562 (US 23564).

3502. Brown & Williamson joined CIAR as a voting board member in 1995. Eisenberg

WD, 25:14-15. While Liggett was never officially a member of CIAR, it attended at least one of its

meetings and participated in ETS seminars and meetings organized by Covington & Burling. Dietz

PD, United States v. Philip Morris, 7/1/02, 132:1-138:17; 2023053733 (US 86513). BATCo, while

All tobacco related documents found in this attachment were reproduced from and are publically available at the University of California San Francisco's Legacy Tobacco Documents Library at:

http://legacy.library.ucsf.edu/popular_documents/