

REPOSITORY	<u>Oak Ridge Operations</u>
COLLECTION	<u>Records Holding Area</u>
BOX No.	<u>H-177-2 Bldg. 2714-H</u>
FOLDER	<u>Contract No. AT(40-1) 290</u>

G.A.O.		
Rec'd	7/15/51	
Ind.	✓	32
Rev.		

Contract No. AT-(40-1)-290
Modification No. 2

709226

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 21st day of June, 1951, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented herein by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and ABBOTT LABORATORIES (hereinafter called the "Contractor"), of North Chicago, Illinois;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into Contract No. AT-(40-1)-290 on June 29, 1949, effective as of July 1, 1949, for the development of syntheses, manufacture and distribution of certain isotope-labeled compounds; and

WHEREAS, the contract has been amended heretofore by Modification No. 1; and

WHEREAS, the parties desire further to amend the contract in order to extend its term, and to add a renegotiation article; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1946;

NOW, THEREFORE, the parties hereto mutually agree that Contract No. AT-(40-1)-290 is hereby modified in the following particulars, but in no others:

1. In ARTICLE II - TERM OF CONTRACT delete the date "June 30, 1951" and substitute therefor the date "June 30, 1952".

2. In Section 1a of ARTICLE III - PROGRAM DEVELOPMENT AND FINANCING delete, in line 3, the date "June 30, 1951" and substitute therefor the date "June 30, 1952"; and delete, in line 4, the amount "\$19,300.00" and substitute therefor the amount "\$29,200.00".

3. In Section 2 of ARTICLE III - PROGRAM DEVELOPMENT AND FINANCING delete, in line 10, the phrase "taking into consideration any portion of payments theretofore made which will remain unexpended at the end of the initial period" and substitute therefor the phrase "taking into consideration the unexpended amount of previously obligated funds"; and delete, in line 13, the words "amount to be paid to the Contractor" and substitute therefor the words "obligation of funds".

k. Appendix "A" is modified by the addition of the following Revision No. 2:

"APPENDIX "A" (Revision No. 2)

"1. PROGRAM

"During the third period of this contract, July 1, 1951 - June 30, 1952, the Contractor, upon his own initiative or upon consultation with the Isotopes Division, will investigate and/or develop efficient techniques and procedures for labeling compounds with stable and radioactive isotopes. This work may involve the adaptation of known methods of synthesis to scales other than previously reported. It is contemplated that the work will include:

- (1) The incorporation of radiohalogens or other isotopes into fluorescein and/or its derivatives and analogs to secure additional compounds of interest in tumor localization.
- (2) The preparation of isotopic dye stuffs of the acridine and other classes as well as phosphate derivatives as proposed by Drs. de Bruyn and Gomori of the University of Chicago. These localize in the nuclei of cells and it is desired to study the effect of H₃, C-14 and P-32 irradiation under these conditions.
- (3) The preparation of sulfanilic acid containing S-35 and arsenic and/or antimony to be studied by Dr. Myers of Ohio State and Dr. Pressman of Memorial Hospital, New York.
- (4) The preparation of barbiturates and thiobarbiturates and thiouracils from C-14 or S-35 urea and/or malonic acid or ester.
- (5) The incorporation of Sulfur-35 into yeast cultures and the isolation of sulfur containing fractions.
- (6) The carrying out of appropriate syntheses involving metallic porphyrins and sulfophthalocyanines, and the studying of their purification, to be followed by animal and clinical tests in connection with groups at the University of Maryland and the University of North Carolina.

- (7) The synthesis of ascorbic acid labeled with C-14.
- (8) The labeling of Diodrast and other materials for studying renal excretion mechanisms.
- (9) Incorporation of sulfur-35 into cystine, cysteine, methionine, and analogous substances either by chemical or biochemical means.
- (10) Continued studies on the synthesis of iodine-131 containing di-iodotyrosine and/or thyroxine as requested by Mayo Clinic, Yale University, and several other laboratories.
- (11) Iodine and sulfur labeled derivatives of penicillin for D. H. Eagle, etc.
- (12) The preparation of iodinated and Cr-51 tagged blood constituents.
- (13) S-35 and/or I-131 labeled pipsyl chloride, iodo benzene sulfonyl chloride, and similar amino acid reagents.
- (14) The preparation of various colloidal metals, including stabilized colloids of metals like gold, chromic phosphate, and polyvinyl pyrrolidone.

"2. BUDGET - Period: July 1, 1951 - June 30, 1952

"a. The Contractor will furnish:

- (1) Fully equipped laboratory facilities.
- (2) Miscellaneous laboratory supplies.
- (3) All general and administrative overhead expense.

"b. The Commission has obligated funds in the amount of Nine Thousand Nine Hundred Dollars (\$9,900.00) for the performance of the work under this contract, and the Contractor is authorized to make expenditures not to exceed that amount generally as follows:

(1) Salaries	\$9,000.00
(2) Isotopes Procurement	500.00
(3) Travel	400.00

It is understood and agreed between the parties that the Contractor, in expending the funds provided by the Government, shall be guided by, but not bound to conform to, the details of the program and budget set forth above.

"c. Items of property procured or manufactured by the Contractor under this contract, title to which will vest in the Government. See Article VI, Section 3.

<u>QUANTITY</u>	<u>DESCRIPTION</u>
None	- "

5. Add the following ARTICLE XII - RENEGOTIATION:

"ARTICLE XII - RENEGOTIATION

- "1. This contract is subject to the Renegotiation Act of 1951 (P.L. 9, 82nd Congress) and shall be deemed to contain all the provisions required by Section 104 of said Act.
- "2. The contractor (which term as used in this Article means the party contracting to furnish the materials or perform the work required by this contract) agrees to insert the provisions of this Article, including this paragraph 2 in all subcontracts specified in Section 103 (g) of the Renegotiation Act of 1951; provided, that the contractor shall not be required to insert the provisions of this Article in any subcontract exempted by or pursuant to Section 106 of the Renegotiation Act of 1951."

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

THE UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

WITNESSES:

BY: C. Vanden Bulek
C. Vanden Bulek, Assistant Manager, ORO
TITLE: Contracting Officer

(Address)
Alfred Bays
Evansville, Illinois
(Address)

ABBOTT LABORATORIES
BY: George R. Paine
TITLE: Executive Vice President

ACCEPTANCE BY PROJECT LEADER

I have read the foregoing Supplemental Agreement and hereby agree to be bound by its provisions.

James L. Staben
Project Leader

G.A.O.	
Rec'd	7-7-50
Ind.	7-11-50 PR
Rev.	

Contract No. AT-(40-1)-290
 Supplemental Agreement No. 1
 (Abbott Laboratories)

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 28th day of June 1950, effective as of July 1, 1950, by the UNITED STATES OF AMERICA (hereinafter called the "Government") acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission") and ABBOTT LABORATORIES (hereinafter called the "Contractor"),

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into Contract No. AT-(40-1)-290 dated June 2, 1949, for the development of syntheses, manufacture and distribution of certain isotope-labeled compounds; and

WHEREAS, under the provisions of said contract the parties desire to extend the term for another year and to establish a program and budget for such additional period; and

WHEREAS, this Supplemental Agreement is authorized by and executed pursuant to the Atomic Energy Act of 1946;

NOW, THEREFORE, the parties hereto mutually agree that said Contract No. AT-(40-1)-290 is hereby modified in the following particulars, but in no others:

1. New Program and Budget

The mutually agreed upon work program and budget for the year beginning July 1, 1950, is set forth in Appendix "A" (Revision No. 1) which is attached hereto and made a part of this contract.

2. Term of Contract

In Article II delete the date "June 30, 1950," and substitute therefor the date "June 30, 1951".

3. In Section 1.a. of Article III delete the date and sum "June 30, 1950; \$9,400.00" and substitute therefor the date and sum "June 30, 1951; \$19,300.00".

4. Delete Section 2 of Article III in its entirety and substitute therefor the following new Section 2:

"2. Program and Budget for Subsequent Periods. At least three months before the end of the period of performance of the project or any

Contract No. AT-(40-1)-290
Supplemental Agreement No. 1
(Abbott Laboratories)

extension thereof, the Contractor will submit to the Commission a current statement of its expenditures for the project, an estimate of expenses to be incurred during the remainder of the period, and a proposed program and budget for the succeeding year, showing the proposed work to be financed by the Commission and the Contractor. The Contractor and the Commission shall then negotiate as to the amount to be paid by the Commission to the Contractor for the services to be performed during the ensuing period, taking into consideration any portion of payments theretofore made which will remain unexpended at the end of the initial period. The extended program, budget and the additional amount to be paid to the Contractor shall be incorporated into a formal modification to this contract."

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: P. Vanam Bulek
C. Vanden Bulek, Contracting Officer

WITNESSES:

Alfred R. Bay
2520 Irving Ave
(Address) Granston, Ill
Gene J. Kelly
North Chicago, Illinois
(Address)

ABBOTT LABORATORIES
BY: E. H. Schriber
TITLE: President

ACCEPTANCE BY PROJECT LEADER

I have read the foregoing Supplemental Agreement and hereby agree to be bound by its provisions.

Joseph L. Taber
Project Leader

Program and Budget - Period July 1, 1950 - June 30, 1951

1. PROGRAM

The Contractor, upon his own initiative or upon consultation with the Isotopes Division, will investigate and/or develop efficient techniques and procedures for labeling compounds with stable and radioactive isotopes. This work may involve the adaptation of known methods of synthesis to scales other than previously reported.

It is contemplated that the work will include:

- (1) Incorporation of radiohalogens or other isotopes into fluorescein and/or its derivatives and analogs to secure compounds of interest in tumor localization.
- (2) To prepare isotopic dye stuffs of the acridine and other classes as well as phosphate derivatives as proposed by Drs. de Bruyn and Gomori of the University of Chicago. These localize in the nuclei of cells and it is desired to study the effect of H₂, C-14 and P-32 irradiation under these conditions.
- (3) To prepare sulfanilic acid containing S-35 and arsenic and antimony analogs to be studied by Dr. Myers of Ohio State and Dr. Pressman of Memorial Hospital, New York.
- (4) Incorporation of Sulfur 35 into Cystine, Cysteine, Methionine, and analogous substances.
- (5) Preparation of barbiturates and thiobarbiturates from C-14 urea and/or malonic acid or ester.
- (6) Incorporation of C-14 into salicylic and/or gentisic acid for rheumatic fever studies.
- (7) The synthesis of Iodine-131 containing diiodotyrosine and/or thyroxine as requested by Mayo Clinic and several other laboratories.
- (8) Organo metallic derivatives containing antimony, arsenic, cobalt, and gold as per arrangements with Georgetown University.
- (9) Iodine and Sulfur labeled derivatives of Penicillin for Dr. H. Eagle, etc.
- (10) The synthesis of ascorbic acid labeled with C-14.
- (11) The preparation of iodinated blood constituents.
- (12) The incorporation of Sulfur-35 into yeast cultures and the isolation of Sulfur containing fractions.
- (13) S-35 and/or I-131 labeled Pipsyl Chloride, and similar amino acid reagents.

2. BUDGET (PERIOD: JULY 1, 1950 - JUNE 30, 1951)

a. Abbott Laboratories will furnish:

- (1) Fully equipped laboratory space
- (2) Miscellaneous laboratory supplies
- (3) All general and administrative overhead expense.

b. The Commission will furnish a sum not to exceed Nine Thousand Nine Hundred Dollars (\$9,900.00) to be spent roughly as follows:

Salaries.....	\$9,000.00
Isotopes Procurement.....	500.00
Travel.....	400.00
	\$9,900.00

It is understood and agreed by and between the parties hereto, that the Contractor, in expending the funds provided by the Government, shall be guided by, but not bound to conform to, the details of the program and budget set forth above.

c. Items of property procured or manufactured by the Contractor under this contract, title to which will vest in the Government. See Article VI, Section 3.

QUANTITY

DESCRIPTION

None

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G.N.O.	
Rec'd	4/27/50
DATE	6-15-50
BY	BR

PROGRAM CHANGE

Appendix "A" (Supplement No. 1)
 Contract No. AT-(10-1)-290
 (Abbott Laboratories)

Pursuant to the provisions of Section 2 of Article I, of the above numbered contract the following changes are made in the program described under Section 1 of Appendix "A" thereto:

Effective March 1, 1950

Delete Item 4. "Such other compounds for tumor localization (Nile Blue B₂B., etc.) as may be needed by research workers in the field." and substitute therefor the following new item 4: "The synthesis of P 32 labeled vitamin B-12."

ABBOTT LABORATORIES

BY *Donald L. Tabern*
 TITLE *Head, Special Research*

UNITED STATES ATOMIC
 ENERGY COMMISSION

BY *C. Vanden Bulck*
 C. Vanden Bulck
 TITLE Assistant to the Manager
Oak Ridge Operations

**STATEMENT AND CERTIFICATE
 OF AWARD**

No. AT-(40-1)-290
 (Contract)
 Date June 29, 1949

U. S. Atomic Energy Commission
 (Department or establishment)

(Bureau or office)

Oak Ridge, Tennessee
 (Location)

METHOD OF OR ABSENCE OF ADVERTISING
 (Section 3709 of the Revised Statutes)

FOR USE BY G. A. O. ONLY		
Indexed	Card	Reviewed
10/15/49 AC		3/22/50

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to _____ dealers.
 (b) And by notices posted in public places.
 (If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with the Atomic Energy Act of 1946
5. Without advertising, it being impracticable to secure competition because of _____

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts).

G. A. O.	
Rec'd	10/15/49
Ind.	
Rev.	

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered _____, as shown above; that the total number of bids received is _____, and that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

C. Vanden Bulck

(Signature of contracting officer)

C. Vanden Bulck

Acting Deputy Manager

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

UNITED STATES ATOMIC ENERGY COMMISSION
OAK RIDGE OPERATIONS
POST OFFICE BOX E
OAK RIDGE, TENNESSEE

R E S E A R C H A N D D E V E L O P M E N T C O N T R A C T

CONTRACT NO.: AT-(40-1)-290

CONTRACTOR: ABBOTT LABORATORIES

ADDRESS: NORTH CHICAGO, ILLINOIS

PROJECT: DEVELOPMENT OF SYNTHESSES, MANUFACTURE AND
DISTRIBUTION OF ISOTOPE-LA BELED COMPOUNDS.

PROJECT LEADER: DR. D. L. TABERN

AMOUNT OF CONTRACT: \$9,400.00

ASSIGNED TO:

FOR TECHNICAL ADMINISTRATION

Isotopes Division
Post Office Box E
Oak Ridge, Tennessee

FOR BUSINESS ADMINISTRATION

U. S. Atomic Energy Commission
Oak Ridge Operations
Post Office Box E
Oak Ridge, Tennessee

THIS CONTRACT, entered into this 29th day of June, 1949, by the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission") and ABBOTT LABORATORIES (hereinafter called the "Contractor");

ARTICLE I - PURPOSE AND SCOPE

1. The Commission, in furtherance of its policy of assisting and fostering research and developing atomic energy and its by-products desires to support the Contractor's efforts in developing syntheses for preparation of isotopic labelled compounds and in making specific compounds available for procurement by qualified applicants.

2. The work shall consist of finding efficient techniques and procedures whereby isotopes may be introduced into compounds in a specific location and in good yields. This may require the development of novel methods of syntheses or the adaptation of known methods to scale required for the synthesis. Reports describing the above work shall be submitted. The program and budget for the project are described in Appendix "A" hereto. Additions, deletions or modifications of specific compounds listed in Appendix "A" may be made upon mutual agreement of the parties hereto. Such changes will be made in writing with or without a formal modification of this contract.

3. The work will be carried out by the Contractor under the direction of Dr. D. L. Tabern.

ARTICLE II - TERM OF CONTRACT

The performance of work under this contract shall commence on July 1, 1949 and shall continue until June 30, 1950; provided, however, that the term of this contract may be extended by mutual agreement, it being recognized by the parties that completion of the research project described herein may involve a period longer than that shown above.

ARTICLE III - PROGRAM DEVELOPMENT AND FINANCING

1. PAYMENT

a. Payments to the Contractor by the Government under this contract during the period beginning July 1, 1949 and ending June 30, 1950, shall not exceed the sum of \$9,400.00, and the Commission has obligated funds in this amount for such purposes. However, this sum may be revised at any time by mutual agreement of the parties with or without a formal modification of this contract.

b. As soon as practicable after the end of the first month, and after the end of each succeeding month during the term of this contract, the Contractor shall submit to the Commission a certified voucher supported by a certified schedule of the Contractor's expenditures under this contract during the preceding month, and the Commission shall promptly pay all such vouchers. However, all such monthly payments, shall not exceed the total sum described in Section 1.a. of this Article, as such sum may be revised by mutual agreement.

2. PROGRAM AND BUDGET

Prior to April 1, 1950 the Contractor will submit to the Commission a proposed program and budget for the period July 1, 1950 through June 30, 1951, showing the proposed work to be financed by the Commission and the Contractor. Concurrently with the above program and budget submission the Contractor shall furnish the Commission with a financial statement showing the obligations incurred and the expenditures made in the preceding period. On or before June 1, 1950, or on such other date as may be agreed upon, the Contractor and the Commission shall negotiate as to the amount to be paid by the Commission for the services to be rendered by the Contractor in carrying on the work for the period July 1, 1950 through June 30, 1951. Such amount shall be incorporated in a formal modification to this contract.

ARTICLE IV - ADMINISTRATION OF CONTRACT BY COMMISSION

The Commission has assigned the responsibility for administering the technical and scientific aspects of this contract to:

Isotopes Division
Post Office Box E
Oak Ridge, Tennessee

Responsibility for administering the business aspects of this contract, including contract negotiations, budget, payment, audit, etc., has been assigned by the Commission to:

Oak Ridge Operations Office
U. S. Atomic Energy Commission
Post Office Box E
Oak Ridge, Tennessee

The Contractor may, as necessary, communicate directly with the appropriate office, as indicated above.

ARTICLE V - REPORTS, RECORDS AND INSPECTION

1. The Commission shall have the right to inspect in such manner and at such times as it deems appropriate all activities of the Contractor arising in the course of the work under this contract.
2. The Contractor shall make quarterly progress reports to the Commission on all its activities under this contract, including a list of personnel working on the project. Names appearing for the first time should be accompanied by a brief statement of the individual's background, training and experience. As soon as practicable after the end of the term of this contract and any renewal thereof the Contractor shall make a technical report to the Commission of all its activities under this contract. In the interest of reducing the effort required in preparing these reports the Contractor may include as a part of such reports copies of pertinent technical papers prepared for publication in customary scientific publication channels. At the time technical papers prepared by the Contractor relating to the work hereunder are submitted for publication in customary scientific publication channels, the Contractor shall furnish the Commission with information copies of such papers.
3. If, during the course of the Contractor's activities under this contract, any technical findings are made which, in the opinion of the Contractor, would be of special interest to the Commission, the Contractor shall immediately make a report of such technical findings to the Commission.
4. The Commission will require five (5) copies of all reports and papers. All copies shall be sent to the Isotopes Division, addressed as shown in Article IV of this contract. The Commission shall have the right to reproduce and distribute at its discretion all such reports and technical papers. Appropriate credit lines will be included in all such reproductions.
5. The Contractor agrees to keep records and books of account showing the manner of expenditures of all funds received by it pursuant to this contract.
6. The Commission shall at all times be afforded access to the premises and to all books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda of record value of the Contractor pertaining to said work.

ARTICLE VI - PROPERTY FURNISHED TO CONTRACTOR - LIABILITY

1. RESERVATION BY GOVERNMENT

The Government reserves the right to furnish any materials, equipment or supplies which may be required in the performance of this contract. Except as provided in paragraph 3 of this Article, all property so furnished shall be and remain the property of the Government. The Contractor shall, to the extent practicable, cause all non-expendable items of Government property so furnished to be suitably marked with an identifying symbol indicating Government ownership and the uses and disposition of such items shall be made a matter of record.

2. LIABILITY FOR GOVERNMENT-OWNED PROPERTY

Except as otherwise specifically provided, the Contractor shall not be liable for loss or destruction of or damage to property of the Government in the possession or control of the Contractor in connection with this contract (hereinafter called "Government property") unless such loss, destruction or damage results from wilful misconduct or failure to exercise good faith on the part of the Contractor's corporate officers, Executive Director, or Director of any program administered by the Contractor in the performance of this contract.

3. TITLE TO PROPERTY PURCHASED BY CONTRACTOR

Notwithstanding any other provisions of this Article VI and in consideration of the Contractor's contribution to the research project described in Appendix "A" of this contract, title to all materials, tools, machinery, equipment and supplies, acquired from sources other than the Government, or manufactured by the Contractor under this contract (including items manufactured in whole or in part from property furnished by the Government but only to the extent the Government has not designated such property as capital), shall vest in the Contractor, except that title to items of property described in Section 2.c. of Appendix "A" shall vest in the Government.

ARTICLE VII - PURCHASE OF RADIOISOTOPES

The Contractor shall purchase, to the extent available in appropriate form, all radioisotopes, irradiation services and cyclotron time required in the performance of the work hereunder, through the Commission's Isotopes Division, Post Office Box E, Oak Ridge, Tennessee.

ARTICLE VIII - GENERAL PROVISIONS

The provisions of Appendix "B", attached hereto, are hereby made a part of this contract.

ARTICLE IX - AVAILABILITY OF COMPOUNDS AND PRICING POLICY

The Contractor agrees that he will make available to the extent of his ability any and all compounds developed under this contract for a period of time not less than eighteen (18) months from the date of development thereof for procurement by applicants approved by the Commission's Isotopes Division at a price or prices to be established in accordance with the Contractor's regular pricing policy but not including any part of the development cost covered by this contract.

ARTICLE X - AUTHORIZATION

This contract is authorized by and has been executed under the Atomic Energy Act of 1946.

ARTICLE XI - ALTERATIONS

The following alterations to this contract were made by mutual agreement of the parties prior to its execution:

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

UNITED STATES OF AMERICA
BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: C. Vanden Bulck
C. Vanden Bulck, Acting Deputy Manager

ABBOTT LABORATORIES
(Contractor)

BY: Ernest H. Volviler
TITLE: Exec. Vice - Pres.

WITNESSES:

Alfred B. ...

ACCEPTANCE BY PROJECT LEADER

I have read the foregoing contract and hereby agree to be bound by its provisions.

Ernest H. Volviler
Project Leader

APPENDIX "A"

1. The Contractor, upon his own initiative or upon consultation with the Isotopes Division, will investigate and/or develop efficient techniques and procedures for labeling compounds with stable and radioactive isotopes. This work may involve the adaptation of known methods of synthesis to scales other than previously reported.

It is contemplated that the work will include:

- (1) Incorporation of radiohalogens or other isotopes into fluorescein and/or its derivatives and analogs to secure compounds of interest in tumor localization.
- (2) To prepare isotopic dye stuffs of the acridine and other classes as proposed by Drs. de Bruyn and Gomori of the University of Chicago. These localize in the nuclei of cells and it is desired to study the effect of H₃ and C₁₄ irradiation under these conditions.
- (3) To prepare sulfanilic acid containing S-35 and later derivatives thereof as being studied by Dr. Myers of Ohio State.
- (4) Such other compounds for tumor localization (Nile Blue B.B. wts.) as may be needed by research workers in the field.
- (5) Incorporation of S-35 into methionine analogs, cystine, cysteine, etc.
- (6) Preparation of barbiturates and thiobarbiturates from C-14 urea and/or malonic acid or ester.
- (7) Incorporation of C-14 into salicylic and/or gentisic acid for rheumatic fever studies.
- (8) The synthesis of Iodine-131 containing diiodotyrosine and/or thyroxine as requested by Mayo Clinic and several other laboratories.
- (9) Organo metallic derivatives containing Sb and As (Columbia University and our own projects.)
- (10) Halogenated derivatives of penicillin (for Dr. Harry Eagle, etc.)

The preceding list may be modified by mutual agreement of the contractor and the Commission provided such modification is made in writing. (See Article I, Section 2.)

APPENDIX "A" (Cont'd)

2. BUDGET

a. Abbott Laboratories will furnish:

- (1) Fully-equipped laboratory space.
- (2) Miscellaneous laboratory supplies.
- (3) All general and administrative overhead expense.

b. The Commission will furnish a sum not to exceed Nine Thousand, Four Hundred Dollars (\$9,400.00) to be spent roughly as follows:

Salaries	\$8,000.00
Isotopes Procurement	1,000.00
Travel	400.00
TOTAL	<u>\$9,400.00</u>

It is understood and agreed by and between the parties hereto, that the contractor, in expending the funds provided by the Government, shall be guided by, but not bound to conform to, the details of the program and budget set forth above.

c. Items of property procured or manufactured by the Contractor under this contract, title to which will vest in the Government. See Article VI, Section 3.

QUANTITY

DESCRIPTION

NONE

APPENDIX "B"

GENERAL PROVISIONS

1. PATENTS

a. Whenever any patentable invention or discovery is made or conceived by the Contractor or its employees in the course of any of the work under this contract, the Contractor shall furnish the Commission with complete information thereon; and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and rights under any application or patent that may result. The judgment of the Commission on these matters shall be accepted as final; and the Contractor, for itself and for its employees, agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

b. No claim for pecuniary award under the provisions of the Atomic Energy Act of 1946 shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of any of the work under this contract.

c. Except as otherwise authorized in writing by the Commission, the Contractor will obtain patent agreements to effectuate the purposes of paragraphs a. and b. of this Article from all persons who perform any part of the work under this contract, except clerical and manual labor personnel who will not have access to technical data.

d. Except as otherwise authorized in writing by the Commission, the Contractor will insert in all subcontracts provisions making paragraphs a., b., and c. of this Article applicable to the subcontractor and its employees.

2. PUBLICATIONS

The Contractor shall have full freedom of publication of the results of the research under this contract and the Contractor is urged to disseminate the results of the work through customary scientific publication channels, except that "restricted data" as defined in the Atomic Energy Act of 1946 shall be governed by the provisions of Paragraph 3 of this Appendix "B". All publications shall include a reference that the results were developed under a Commission sponsored project.

3. DISCLOSURE OF INFORMATION

a. It is understood that the work under this contract will not involve restricted data and the Contractor will perform such work as unclassified work. However, if in the course of such work any discoveries are made or any data used or developed that constitute restricted data, the Contractor shall promptly inform the Commission and shall classify and safeguard all

discoveries and data in accordance with the requirements of the Commission. It is understood that the person directing research work under this contract shall have been cleared by the Commission for access to restricted data. The Contractor agrees that it will not permit any individual to have access to restricted data until the Federal Bureau of Investigation shall have made an investigation and report to the Commission of the character, associations and loyalty of such individual and the Commission shall have determined that permitting such person to have access to restricted data will not endanger the common defense or security. If doubt exists as to whether any discovery or data developed constitute restricted data, prior to the release of these data and before permitting any individual who has not received clearance from the Commission to have access to such data, the Contractor shall seek guidance from the Commission. Furthermore, the Commission reserves the right to require the classification of work whenever in its opinion restricted data are involved.

b. The continuation by the Contractor of work found to involve restricted data will be subject to mutual agreement of the Commission and the Contractor and shall be covered by a modification of this agreement. The phrase "restricted data" as defined in the Atomic Energy Act of 1946 and employed in this section shall mean "all data concerning the manufacture or utilization of atomic weapons, the production of fissionable material, or the use of fissionable material in the production of power, but shall not include any data which the Commission from time to time determines may be published without adversely affecting the common defense and security".

4. DISPUTES

Except as otherwise specifically provided in this contract, all disputes which may arise under this contract and which are not disposed of by mutual agreement shall be decided by a representative of the Commission duly authorized to supervise and administer performance under this contract, who shall reduce his decision to writing and cause a copy thereof to be mailed to the Contractor; said decision shall be final and conclusive, subject to the provisions of the sentence next following. Within thirty (30) days from the date of such mailing, the Contractor may appeal in writing to the Commission, whose written decision thereon, or that of its duly authorized representative, representatives, or board not including the representative mentioned in the preceding sentence, shall be final and conclusive. Pending decision of a dispute hereunder, the Contractor shall proceed with the performance of its undertakings under this contract.

5. SAFETY AND ACCIDENT PREVENTION - INSPECTIONS

The Contractor will comply with health and safety regulations of the Commission required for work of this nature, and permit the Commission and its designees to inspect the work conducted under this agreement.

6. OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

7. ANTI-DISCRIMINATION

The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

8. CONVICT LABOR

The Contractor shall not, in the performance of this contract, employ any person undergoing sentence of imprisonment at hard labor.

9. TERMINATION

a. The Commission may at any time upon 120 days written notice terminate this contract in whole or in part.

b. In the event of termination pursuant to subsection a., the Contractor will be paid for the portion of the contract work already performed, together with reasonable costs of termination.

10. EIGHT-HOUR LAW

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight (8) hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this Article. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight (8) hours per day and work in excess of eight (8) hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half ($1\frac{1}{2}$) times the basic rate of pay. For each violation of the requirements of this Article a penalty of Five Dollars (\$5.00) shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight (8) hours upon said work without receiving compensation computed in accordance with this Article, and all penalties thus imposed shall be withheld for the use and benefit of the Government; provided, that this stipulation shall be subject in all respects to the exceptions and provisions of U.S. Code, Title 40, Sections 321, 324, 325, and 326, relating to hours of labor, as modified by the provisions of Section 303 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

11. DEFINITIONS

As used in this contract the terms "United States Atomic Energy Commission", "Atomic Energy Commission" and "Commission" shall mean the United States Atomic Energy Commission or its duly authorized representative or representatives.