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REPOSITORY Oak Ridge Operations Office

COLLECTION Contract Files
AT-(40-1)-288

BOX No. Drawer H-578-2

FOLDER Bowman Gray School of Medicine
of Wake Forest College

Contract No. AT-(40-1)-288
(Bowman Gray School of Medicine of
Wake Forest College)
Modification No. 4

RETURN TO
CONTRACT SECTION

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 25th day of June, 1953, 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 the BOWMAN GRAY SCHOOL OF MEDICINE OF WAKE FOREST COLLEGE (hereinafter called the "Contractor");

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into Contract No. AT-(40-1)-288, dated June 22, 1949, for the performance by the Contractor of research projects on (1) the distribution and turnover of sodium and potassium in acute infections, (2) the formation of phospholipides in tissues, and (3) the toxicity of P³² as related to the diet and to the chemical nature of the compound; and

WHEREAS, the contract has been amended heretofore by Modifications Nos. 1, 2 and 3; and

WHEREAS, the parties hereto desire to extend the term of the contract in order to continue and extend the research activities previously undertaken, as such extended program is described in Supplement No. 4 to Appendix "A", and to effect certain other changes hereinafter set out; and

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

NOW, THEREFORE, the parties hereto do mutually agree that Contract No. AT-(40-1)-288 is hereby modified in the following particulars, but in no others:

1. Add the following new section 4 to Article II - TERM OF CONTRACT:

- "4. The fifth period of performance for the project covered by this contract will commence on July 1, 1953, and will end on June 30, 1954."

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2. Add the following new subsection d. to section 1. of Article III:

"d. In consideration of the Contractor's performance of the research activities described in Title I of Supplement No. 4 to Appendix 'A', the Government will pay to the Contractor the sum of Ten Thousand Dollars (\$10,000.00) for the fifth period of performance."

3. Add the following new section 4 to Article V - REPORTS, RECORDS, AND INSPECTION:

"4. Examination of Records

"a. The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract.

"b. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term 'subcontract' as used herein means any purchase order or agreement to perform all or any part of the work or to make or furnish any materials required for the performance of this contract, but does not include (i) purchase orders not exceeding \$1,000, (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public, or (iii) subcontracts or purchase orders for general inventory items not specifically identifiable with the work under this contract.

"c. Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract."

4. Add the following new Supplement No. 4 to Appendix "A":

"SUPPLEMENT NO. 4

"July 1, 1953 - June 30, 1954

"This Supplement No. 4 describes the research program and budget agreed upon between the Commission and the Contractor for the fifth period of performance.

"TITLE I

"1. PROGRAM

"a. Project Leader. The work under this TITLE I of Appendix "A" will be carried out by the Contractor under the direction of Dr. George T. Harrell as Project Leader.

"b. Scope and Plan of Approach

During this period the Contractor will continue investigations into the distribution and turnover of sodium and potassium in acute infections. Studies will be made of the alterations in edema in patients and experimental animals with relation to the electrolyte balance and exchange. Sodium and potassium space and the tissue spaces for these elements will be determined in dogs as well as in guinea pigs and rabbits, and the amount of sodium in bone will be studied with respect to its contribution to the sodium pool of the body. Intracellular and extracellular infections and their influence on the fluid changes will be determined, as will metabolic factors which are important, coupled with clinical studies on various types of diseases as they influence the fluid balance and the sodium and potassium spaces.

"2. BUDGET - Fifth Period: July 1, 1953 - June 30, 1954

"a. The Contractor will furnish as its contribution to the project:

- (1) Salaries of staff members, including the Project Leader, and other personnel engaged in the work, in excess of the Government's contribution under b. (1) below.

- (2) Use of laboratory work space; and equipment, materials and facilities needed for the project in excess of the Government's payment under b. below.
- (3) All clerical, administrative and overhead costs in excess of the Government's payment under b. below.

*b. The Government's payment as provided in section 1. d. of Article III, together with the sum of One Thousand, Two Hundred Forty-three Dollars (\$1,243.00) (which amount the parties hereby agree shall be deemed to represent the amount by which payments made by the Government for the fourth contract period exceeds total expenditures for the same period) is to cover generally the following operating estimates:

(1) Salaries and Wages

Technician	\$2,700.00	
Animal Technician	2,250.00	
Electronic Engineer, (part time)	<u>300.00</u>	
Total Salaries and Wages		\$ 5,250.00

(2) Equipment 502.00

(3) Isotopes 1,850.00

(4) Animals 1,800.00

(5) Supplies

Geiger-Mueller Tubes	\$ 200.00	
Glassware	300.00	
Chemicals	<u>300.00</u>	
Total Supplies		800.00

(6) Travel 300.00

Subtotal \$10,502.00

(7) Overhead 741.00

Total \$11,243.00

*c. Items of property procured or manufactured by the Contractor during this period, title to which will vest in the Government (See Article VI): None."

5. In Appendix "B" delete the fourth sentence of section 3. a. and substitute therefor the following:

"The Contractor agrees that it will not permit any individual to have access to restricted data until the designated investigating agency shall have made an investigation and report to the Commission on 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. As used in this paragraph the term 'designated investigating agency' means the United States Civil Service Commission or the Federal Bureau of Investigation, or both, as determined pursuant to the provisions of the Atomic Energy Act of 1946, as amended by the Act of April 5, 1952, Public Law 298, 82nd Congress, 66 Stat. 43."

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

BY: /s/ K. Kasschau

Contracting Officer

WITNESSES:

/s/ Katherine Davis
Admn. Ass't. Bowman Gray School
of Medicine
Winston-Salem, N. C.

(Address)

/s/ Harry O. Parker
Controller, Bowman Gray School
of Medicine
Winston-Salem, N. C.

(Address)

BOWMAN GRAY SCHOOL OF MEDICINE OF
WAKE FOREST COLLEGE

BY: /s/ C. C. Carpenter

TITLE: Dean

ACCEPTANCE BY PROJECT LEADER

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

/s/ George T. Harrell

Project Leader

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