

TYPED _____
 PREPARED [Signature]
 APPROVED [Signature]

Contract No. AT-(40-1)-288
 Modification No. 1

SUPPLEMENTAL AGREEMENT

RETURN TO
 CONTRACT SECTION

THIS SUPPLEMENTAL AGREEMENT, entered into this 26th day of June, 1950, effective as of the 1st day of July, 1950, 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 a Contract No. AT-(40-1)-288, dated June 22, 1949, for the performance of research work by the Contractor, and the parties desire to extend the term of the contract under the revised terms and conditions hereinafter set forth; 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)-288 is hereby modified in the following particulars, but in no others:

1. The following Section 4 is added to Article I - Purpose and Scope:

"4. The Contractor shall furnish all services, facilities, equipment, supplies and materials (except such services, equipment, supplies and materials as the Government has agreed to furnish herein) required for the performance of the research program described in Section 2 above."

2. Delete Article II - Term of Contract, and substitute therefor the following Article II:

"Article II - Term of Contract

"The period of performance for the research projects covered by this contract will commence on July 1, 1949, and will end on June 30, 1951. It is recognized that completion of the research work under this contract may involve a period of several years and that the term of this contract may be extended by mutual agreement."

BEST COPY AVAILABLE - 1 -

REPOSITORY Oak Ridge Operations Office
 COLLECTION Contract Files
 AT-(40-1)-288
 BOX No. Drawer H-578-2
 FOLDER Bowman Gray School of Medicine
Wake Forest College

1090458

3. Delete Article III - Program Development and Financing, and substitute therefor the following Article III:

"Article III - Program Development and Financing

"1. Consideration. In consideration of the performance of the research activities described in Article I, the Government shall pay to the Contractor the sum of Fifty-Three Thousand Seven Hundred Forty-Eight Dollars (\$53,748.00) for the period July 1, 1949, through June 30, 1951.

"2. Payment.

a. Prior to June 1, 1950, the Government has paid to the Contractor the sum of Twenty-Four Thousand Seven Hundred Ninety-Nine Dollars and Ninety-Four Cents (\$24,799.94), which represents the initial payment of the lump-sum consideration stated in Section I above.

b. As soon as practicable after July 1, 1950, the Government shall pay to the Contractor, upon submission by the Contractor of a properly certified voucher, the sum of Fourteen Thousand Four Hundred Seventy-Four Dollars and Three Cents (\$14,474.03); and, on or before January 1, 1951, the Government shall pay to the Contractor, upon submission by the Contractor of a properly certified voucher, the sum of Fourteen Thousand Four Hundred Seventy-Four Dollars and Three Cents (\$14,474.03).

c. In the event that the term of the contract is further extended, the Government shall pay to the Contractor, upon submission of properly certified vouchers, each six months in advance, an amount equal to one-half the annual agreed consideration for the projects as mutually agreed upon by the parties hereto.

"3. Program and Budget for Subsequent Periods. On or before April 1, 1951, and April 1 of each year thereafter, the Contractor will submit to the Commission a current statement of its expenditures for the projects, an estimate of expenses to be incurred during the remainder of the then current term of the contract, 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 preceding period. The extended program, budget and the additional amount to be paid to the Contractor shall be incorporated into a formal modification of this contract."

4. Delete Sections 2 to 6 inclusive of Article V - Reports, Records and Inspection, and substitute therefor the following Sections 2 and 3:

"2. The Contractor shall make progress and other reports in such manner and at such times as specified in Appendix "C" which is attached hereto and hereby made a part of this contract. Progress reports shall include 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.

"3. The Commission shall at all times be afforded access to the premises and to all technical records, correspondence, instructions, drawings, and memoranda of record value of the Contractor pertaining to said work."

5. Delete Article VI - Property Furnished To Contractor - Liability, and substitute therefor the following Article VI:

"Article VI - Title To Property Acquired by Contractor

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 any source including the Commission, or manufactured by the Contractor under this contract, and specifically all of that property itemized in Transfer Invoice No. 000076, ISS Atlanta, which is on file in the offices of the General Accounts Branch, Office of Oak Ridge Operations of the Atomic Energy Commission, Oak Ridge, Tennessee, being the same property transferred to the Commission from the Supervising Inspector of Naval Material, USN, Atlanta, Georgia, per said invoice, 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."

6. The attached Supplement to Appendix "A" is made a part of Appendix "A" of this contract.

7. Delete b. Terr, under a. Project, of Titles I, II and III of Appendix "A".

8. Delete item 3, Progress Reports, of Titles I, II and III of Appendix "A".

9. The following new Section 12 is added to Appendix "B":

"12. Fellowships. It is understood by the Contractor that none of the funds supplied by the Commission under this contract shall be used in any way to pay the stipend of any appointment for which commensurate services are not rendered under this contract; nor shall any of the funds be used to confer a fellowship, or to pay any part of the stipend of a fellowship, of any kind."

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

UNITED STATES OF AMERICA

BY: U. S. ATOMIC ENERGY COMMISSION

BY: C. Vanden Bulck
C. Vanden Bulck
Contracting Officer
(Title)

BOWMAN GRAY SCHOOL OF MEDICINE
OF WAKE FOREST COLLEGE

BY: Harry O. Porter
Controller
(Title)

Acceptance by Project Leader

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

G. T. Howell (Title I)
Project Leader

W. Camille Porter (Title II)
Project Leader

G. T. Howell (Title III)
Project Leader

This Supplement No. 1 describes the research program and Budget for Contract No. AT-(40-1)-288 for the period July 1, 1950, through June 30, 1951.

TITLE I

1. Research Program. Continues unchanged.

2. Budget

A. Contractor will furnish:

(1) Salary of Project Leader, and major portion of salaries of Dr. Jerry K. Aikawa and Dr. Ernest H. Yount.

(2) Laboratory space and facilities.

B. Commission will furnish:

(1) The additional sum of \$13,858.00 to cover the following approximate requirements:

a. Salaries of Personnel:

| | |
|---|-------------------|
| Dr. Yount (part-time) | |
| Dr. Aikawa (part-time) | |
| Technician | |
| Technician | 2,100.00 |
| Electronic engineer (part-time) | 300.00 |
| Total | <u>\$8,400.00</u> |

b. Permanent Equipment:

| | |
|--|-------------------|
| Dipping tube horizontal shield housing | \$. 200.00 |
| Bacteriologic incubator | 120.00 |
| Water bath | 100.00 |
| Microscope lamp | 49.00 |
| Sterling hand pipette | 42.00 |
| Animal cages | 120.00 |
| Internal sample counter | 300.00 |
| Microscope attachments | 200.00 |
| Total | <u>\$1,131.00</u> |

c. Expendable Supplies:

| | |
|--|-------------------|
| Geiger-Muller tubes | \$ 300.00 |
| Supplies for Egg Work | 100.00 |
| Bottled gas and chemicals | 200.00 |
| Isotopes - cost, shipping charges | 300.00 |
| Glassware | 500.00 |
| Animals | 1,500.00 |
| Total | <u>\$2,900.00</u> |

d. Travel 200.00

e. Miscellaneous 200.00

f. Overhead 1,027.00

GRAND TOTAL \$13,858.00

It is understood and agreed 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.

U. Items of property acquired or manufactured by the Contractor under this contract, title to which will vest in the Government (See Article VI of this Supplementary Agreement): None.

TITLE II

1. Research Program. Continues unchanged.

2. Budget

A. Contractor will furnish:

(1) Salary of Project Leader (Dr. Artom), Dr. L. A. Swanson, and Marietta Crowder, a graduate student.

(2) Laboratory space and facilities.

B. Commission will furnish:

(1) The additional sum of \$11,437.00 to cover the following approximate requirements:

PRIVACY ACT MATERIAL REMOVED

a. Salaries of personnel:

| | |
|-------------------------------------|------------|
| Full-time technician | [REDACTED] |
| Two part-time technicians | [REDACTED] |
| Total | [REDACTED] |

b. Permanent equipment:

| | |
|---|-------------------|
| Sealing unit, Model 163 | \$ 600.00 |
| Timer, T-10250 | 120.00 |
| Freezing cabinet for the high speed centrifuge | 300.00 |
| Van Slykes manometric carbon apparatus | 300.00 |
| Total | <u>\$1,320.00</u> |

c. Consumable supplies:

| | |
|--|-------------------|
| Radioactive phosphorus | \$ 250.00 |
| Radioactive compounds C ¹⁴ labeled | 1,250.00 |
| Expenses for synthesizing new C ¹⁴ labeled compounds | 600.00 |
| Animals | 500.00 |
| Chemicals | 600.00 |
| Glassware | 600.00 |
| Organic Solvents | 300.00 |
| Total | <u>\$4,100.00</u> |

d. Travel 250.00

e. Other expenses:

| | |
|--|------------------|
| Maintenanos, repairs and replacements of radio- activity apparatus | \$ 350.00 |
| Incidentals | 250.00 |
| Total | <u>\$ 600.00</u> |

f. Overhead 817.00

GRAND TOTAL \$11,137.00

It is understood and agreed 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 acquired or manufactured by the Contractor under this contract, title to which will vest in the Government (See Article VI of this Supplementary Agreement): None.

TITLE III

1. Research Program. Continues unchanged.

2. Budget

A. Contractor will furnish:

- (1) Salaries of the three principal investigators, Drs. Arton, Cayer and Harrell.
- (2) Use of laboratory space and equipment.

B. Commission will furnish:

(1) Additional sum of \$6,453.00 to cover the following approximate requirements:

a. Salaries of personnel:

| | | |
|----------------------------------|--|------------|
| Technician | | [REDACTED] |
| Technician (part-time) | | [REDACTED] |
| Total | | [REDACTED] |

b. Permanent equipment:

| | | |
|----------------------------------|----|--------|
| Metabolism cages | \$ | 250.00 |
| Refrigerator for diets | | 300.00 |
| Scales for diets | | 200.00 |
| Shielding-bricks | | 100.00 |
| Minometers | | 100.00 |
| Total | \$ | 950.00 |

c. Expendable supplies:

| | | |
|----------------------------------|----|----------|
| Radioactive phosphorus | \$ | 400.00 |
| Dietary components | | 300.00 |
| Animals | | 400.00 |
| Glassware | | 200.00 |
| Total | \$ | 1,300.00 |

d. Miscellaneous 125.00

e. Overhead 478.00

GRAND TOTAL \$6,453.00

It is understood and agreed 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 acquired or manufactured by the Contractor under this contract, title to which will vest in the Government (See Article VI of this Supplementary Agreement): None.

APPENDIX "C"

DISTRIBUTION AND SCHEDULING OF REPORTS
FOR DIRECT AEC RESEARCH CONTRACTS

| | Date | Copies and Distribution | Remarks |
|--|--|--|---|
| CONTRACTOR REPORTS | | | |
| 1. Progress | On one of following: March 15 June 15 Sept. 15 Dec. 15 | (2) Appropriate Washington Division (See note) (2) Oak Ridge Operations Office (See note) | To be received on date listed which is nearest to end of nine month period from effective date of contract and annually thereafter on the same date |
| 2. Summary 200 words on scope and purpose | 1. On completion of contract negotiation 2. With progress reports | Prepared as a part of contract negotiations (2) Same as Progress Reports | 1. Distribution by Oak Ridge Operations Office with Contract copies 2. Revised Summary to be included as part of Progress Report |
| 3. Manuscripts | As available | (1) Patent Branch, Washington (1) Technical Library, Washington (1) Appropriate Washington Division (1) Oak Ridge Operations Office | |
| Reprints | As available | (2) Appropriate Washington Division (2) Technical Information Branch, Washington (1) Oak Ridge Operations Office | |
| 5. Complete Scientific Report | On Contract Termination | (1) Same (1) as (1) for (1) manuscripts | Manuscripts prepared for publication may in some cases take the place of this report |
| 6. Brief Reports | As desired by investigator | (1) Appropriate Washington Office (1) Oak Ridge Operations Office | Covering significant results or developments. |

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NOTE: Full Addresses as follows:

Washington Offices:

Atomic Energy Commission
(Add name of Division or Branch)
1901 Constitution Avenue, N. W.
Washington, D. C.

Oak Ridge Operations Office

Atomic Energy Commission
Office of Research and Medicine
Post Office Box E
Oak Ridge, Tennessee

The appropriate Washington Divisions are:

Division of Biology and Medicine - for contracts in Biology and Medicine.

Division of Research - for contracts in physical research.

APPENDIX "C"

DISTRIBUTION AND SCHEDULING OF REPORTS
FOR DIRECT AEC RESEARCH CONTRACTS

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NOTE: Full Addresses as follows:

Washington Offices:

**Atomic Energy Commission
(Add name of Division or Branch)
1901 Constitution Avenue, N. W.
Washington, D. C.**

Oak Ridge Operations Office

**Atomic Energy Commission
Office of Research and Medicine
Post Office Box E
Oak Ridge, Tennessee**

The appropriate Washington Divisions are:

Division of Biology and Medicine - for contracts in Biology and Medicine.

Division of Research - for contracts in physical research.