



(3) The Subcontractor shall receive as full compensation for the work or services to be performed by him hereunder:

the receipt of which is hereby acknowledged.

(a) A fee of \$10.00 1 ~~a~~ day (see War Department District Circular Letter C.C.44-1 establishing and limiting rate of pay for consultants and technical experts) ~~for each day that he shall devote a minimum of \_\_\_\_\_ hours to the performance of such work or services.~~

(b) Travel expense to cover all trips as  
authorized and requested by the Contractor on an actual  
cost basis.

(c) Living expenses allowance of \$ None  
for each day worked.

The Subcontractor herewith accepts engagement as Scientific Consultant for the Contractor for the project hereinabove referred to, on the terms and conditions herein provided for.

IN WITNESS WHEREOF, the Contractor and Subcontractor have caused this subcontract to be signed and sealed intending to be legally bound thereby.

THE UNIVERSITY OF CHICAGO

BY *W. B. Harrell*  
Business Manager - W. B. Harrell

*Matthew Block*  
Consultant - Matthew Block

APPROVED:

*C. L. Karl*  
Contracting Officer

C. L. Karl, Captain, C. E.  
Authorized Representative  
of the Contracting Officer

Conditions attached to and forming  
a part of Consultant Subcontract Be-  
tween the University of Chicago and  
Matthew H. Block

Chicago, Illinois  
dated 21 January, 1944.

ARTICLE I. PAYMENT

Fees and other amounts due the Subcontractor hereunder shall be paid at the end of each week or as soon thereafter as practical, and at time of termination of engagement when such termination occurs prior to the end of a week.

Payments will be made upon the submission of properly certified and correct invoices prepared in quintuplicate and supported by original receipts when appropriate and bearing the code description number of this subcontract (7401-37-45).

ARTICLE II. PATENTS

It is understood and agreed that whenever any discovery or invention believed to be new is made by the Subcontractor in the course of the services called for in this subcontract, the Subcontractor agrees to keep witnessed and dated written records of all such discoveries and inventions and shall promptly furnish the Contractor with complete information thereon and the Contractor shall have the sole power to determine whether or not a patent application shall be filed and to determine the disposition of the title to and the assignment of rights under any application or patent that may result. It is further understood and agreed that the judgment of the Contractor in such matters shall be accepted as final, and the Subcontractor agrees that he will execute all documents and do all things necessary or proper to carry out the judgment of the Contractor. Any patent applications filed on such discoveries or inventions shall be prepared and prosecuted without expense to the Subcontractor.

The Subcontractor at the time of entering upon the engagement herein provided for will execute and deliver to Contractor the usual and customary patent release that the Contractor requires of those engaged upon project herein referred to.

ARTICLE III. ASSIGNMENT OF RIGHTS

Neither this subcontract nor any interest therein, or claim thereunder, shall be assigned or transferred by the Subcontractor to any other party or parties.

ARTICLE IV. SAFEGUARDING OF INFORMATION

It is understood that disclosure by the Subcontractor of information relating to the services contracted for hereunder to any person not entitled to receive it, or failure to safeguard all secret, confidential and restricted matter that may come to the Subcontractor in connection with the subject services under this subcontract, may subject the Subcontractor to criminal liability under the laws of the United States. (See Title I of an Act approved June 15, 1917, 40 Stat. 217; 50 U.S.C. 30-42, as amended by an Act approved March 23, 1940 (54 Stat. Chap. 72); and the provisions of an Act approved January 12, 1938 (52 Stat. 3; 50 U.S.C., Supp. V 45-45d), as supplemented by Executive Order No. 8381, dated March 22, 1940, 5 F.R. 1147 D.I.)

ARTICLE V. ESPIONAGE AND SABOTAGE

The Subcontractor shall immediately submit a confidential report to the Contractor whenever for any cause he has reason to believe that there is an active danger of espionage or sabotage affecting any of the work hereunder.

ARTICLE VI. DATA REGARDING PERFORMANCE

(a) All drawings, designs, specifications, data and memoranda of every description relating to the services or any part thereof are to become the property of the Contractor upon completion thereof, subject to the right of the Subcontractor to retain duplicates thereof for use as records only, and the Contractor shall have full right to use said drawings, designs, specifications, data and memoranda in any manner when and where the Contractor may designate without any claim on the part of the Subcontractor for additional compensation. A complete list of the duplicates of classified records retained by the Subcontractor shall be furnished to the Contractor.

(b) All drawings, designs, specifications, data and memoranda of every description concerning the subject services shall be delivered to the Contractor when requested by the Contractor; and furthermore, access to such drawings, designs, specifications, data and memoranda as may contain classified information shall be restricted to trusted and duly authorized representatives of the Contractor and the Subcontractor, except as otherwise specifically authorized in writing by the Contractor.

ARTICLE VII. OFFICIALS NOT TO BENEFIT

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

ARTICLE VIII. COVENANT AGAINST CONTINGENT FEES

The Subcontractor warrants that it has not employed any person to solicit or secure this subcontract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Contractor the right to annul the subcontract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee.

ARTICLE IX. CHANGES

The Contractor may from time to time by written orders transmitted to the Subcontractor change the extent or amount of the services covered by this agreement. If any of such changes cause material increases or decreases in the amount or character of the services to be rendered by the Subcontractor hereunder the contract fee herein provided for shall be increased or decreased accordingly and amendment to this agreement executed covering same, - it being understood that the fee so agreed upon shall in no event exceed the maximum fee authorized in War Department District regulations mentioned in paragraph (3) (a) hereunder.

ARTICLE X. DISPUTES

All disputes concerning questions of fact arising under this subcontract which are not disposed of by mutual agreement shall be decided by the Contracting Officer under the prime contract, whose decision in writing shall be final and conclusive.

ARTICLE XI. RELATIONSHIP TO PRIME CONTRACT

It is understood that this is a subcontract under the prime contract hereinabove referred to, and by reason thereof subject to all the terms, conditions and limitations imposed by such prime contract, including the condition that the effectiveness of this subcontract is subject to the prior written approval of the Contracting Officer in said prime contract or his duly authorized representative.

ARTICLE XII. TERMINATION OF SUBCONTRACT

Notwithstanding any other provision of this subcontract, the within contract of engagement is automatically and instantly terminated without recourse by both parties in the event the Subcontractor is not given the necessary clearance by the investigating instrumentalities of the Government; and the within contract of engagement may be terminated by the Contractor at any time whenever in the opinion of the Contractor,

- (a) the Subcontractor fails to properly perform the work or services undertaken by him hereunder;
- (b) the continuance of the engagement of the Subcontractor interferes with the successful conclusion of the work of the project.