

APPENDIX "A"

TITLE II

This TITLE II describes the research program and cost estimates agreed upon between the Commission and the Contractor.

1. PROGRAMa. Scope and Plan of Approach:

The Contractor will continue to study the significance of beta-aminoisobutyric acid in the urine of dogs subjected to total body irradiation and of human patients receiving partial body irradiation (spleen, tumor, etc.) and in a group of leukemic patients receiving varied therapies.

2. BUDGETa. Outline of Cost Estimates:

(1) <u>Salaries and Wages:</u>		\$2,600.00
Dr. Holbrooke Seltzer	No Charge	
Research Assistant	\$ 600.00	
Consultants	2,000.00	
(2) <u>Workmen's Compensation and OASI:</u>		83.00
(3) <u>Equipment:</u>		300.00
(4) <u>Materials and Supplies:</u>		800.00
(5) <u>Miscellaneous Expenses:</u>		200.00
(6) <u>Travel:</u>		500.00
(7) <u>Indirect Costs</u> (48.2% of Salaries and Wages):		<u>1,253.00</u>
	TOTAL	\$5,736.00

- b. Items of property to be procured or manufactured by the Contractor, or to be furnished by the Government, title to which will vest or remain in the Government (see Article V): None

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APPENDIX "B"

GENERAL PROVISIONS
April 5, 1961

(FOR DIRECT AEC RESEARCH CONTRACTS)

1. Patents

- a. Whenever any invention or discovery is made or conceived by the Contractor or its employees in the course of, in connection with, or under the terms of 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 or compensation under the provisions of the Atomic Energy Acts of 1946 and 1954 shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of, in connection with, or under the terms of 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 clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as 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 this clause applicable to the subcontractor and its employees.

2. Publications

It is intended that 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

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that "Restricted Data" as defined in the Atomic Energy Act of 1954 shall be governed by the provisions of Clause 3. of this Appendix "B" entitled "Security".

However, in order to insure that the public disclosure of such results will not adversely affect the patent interests of the Government provided in Clause 1. of this Appendix "B" entitled "Patents", approval for such release shall be secured from the Commission prior to any such publication.

All publications shall include a reference that the results were developed under a Commission sponsored project.

3. Security

- a. It is understood that the work under this contract will not involve restricted data or other classified matter and that 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 or other classified matter, the Contractor shall promptly inform the Commission and will be bound by the following:

- (1) Contractor's Duty to Safeguard Restricted Data and Other Classified Information. In the performance of the work under this contract the Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding restricted data and other classified matter and protecting against sabotage, espionage, loss and theft, the classified documents, materials, equipment, processes, etc., as well as such other material of high intrinsic or strategic value as may be in the Contractor's possession in connection with performance of work under this contract. Except as otherwise expressly provided in the specifications the Contractor shall upon completion or termination of this contract transmit to the Commission any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract.
- (2) Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

- (3) Definition of Restricted Data. The term "Restricted Data" as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954.
- (4) Security Clearance of Personnel. Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1954, the Contractor shall 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 and 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 1954. Access to classified information other than Restricted Data shall not be granted unless the recipient possesses appropriate security clearance.
- (5) Criminal Liability. It is understood that disclosure of information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data or any top secret, secret, or confidential matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, and subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, 68 Stat. 919), (See also Executive Order 10104 of February 1, 1950, 15 F. R. 597).
- (6) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

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- 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.

4. Disputes

- a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Commission. The decision of the Commission or its duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.
- b. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph a., above; Provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

5. Safety, Health and Fire Protection

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and

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requirements (including reporting requirements) of the Commission. In the event that the Contractor fails to comply with said regulations or requirements of the Commission, the Contracting Officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

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. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

8. Convict Labor

In connection with the performance of work under this contract, the Contractor agrees not to 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 paragraph a., above, the Contractor shall submit a statement of costs incurred in performance of the work under the contract prior to such termination, and the

Government shall pay to the Contractor that portion of the costs incurred which bears the same relationship to the total as the agreed Government support for the full term bears to the total of cost estimates for the full term, less the amount of all payments theretofore made. If the total payments theretofore made to the Contractor exceed the amount to which it is entitled hereunder, the Contractor shall promptly remit the amount of any such excess to the Government.

10. Eight-Hour Law

- a. This contract, to the extent that it is of a character specified in the Eight-Hour Law of 1912, as amended (40 U.S. Code 324-326) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S. Code 35-45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912, as amended, and to all other provisions and exceptions of said 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 hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. 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 hours per day; and work in excess of eight 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 hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

- b. If this contract is with a state or political subdivision thereof:
 - (1) Paragraph a., above, shall not apply to the work performed by employees of the Contractor.
 - (2) The Contractor agrees to insert paragraph a., above, in all subcontracts hereunder with private persons or firms.

11. Nondiscrimination in Employment

In connection with the performance of work under this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Commission, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
- e. The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records,

and accounts by the Commission and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.
- g. The Contractor will include the provisions of the foregoing paragraphs a. through f. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. Definitions

As used in this contract:

- a. The term "Contracting Officer" means the person executing this contract on behalf of the Government and includes his successor or any duly authorized representative of such person.
- b. The term "Commission" means the United States Atomic Energy Commission or any duly authorized representative thereof, including the Contracting Officer except for deciding an appeal under the article entitled "Disputes".
- c. Except as otherwise provided in this contract, the term "subcontract" shall include purchase orders under this contract.

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13. 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.

14. Foreign Travel

It is agreed that none of the funds supplied by the Commission under this contract shall be used to pay the expenses of foreign travel, except where such foreign travel is made with the prior approval of the Commission. "Foreign travel" as used herein means travel outside the continental United States, excepting, however, travel to Canada.

15. Buy American Act

a. In acquiring end products, the Buy American Act (41 U.S. Code 10a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

- (1) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;
- (2) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and
- (3) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the costs of all its components. For the purposes of this (a)(3)(B), components of foreign origin of the same type or kind as the products referred to in (b)(2) or (3) of this clause shall be treated as components mined, produced, or manufactured in the United States.

b. The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

- (1) Which are for use outside the United States;

- (2) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;
- (3) As to which the Commission determines the domestic preference to be inconsistent with the public interest; or
- (4) As to which the Commission determines the cost to the Government to be unreasonable.

16. Use of Concerns in Labor Surplus Areas

It is the policy of the Government to place supply contracts with suppliers who will perform such contracts substantially in areas of current labor surplus where this can be done at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place its subcontracts in accordance with this policy to the extent consistent with the efficient performance of this contract. In complying with the foregoing, the Contractor, in placing its subcontracts, shall observe the following order of preference:

- a. small business concerns located in labor surplus areas;
- b. other concerns located in labor surplus areas;
- c. small business concerns not located in labor surplus areas; and
- d. any other concerns.

17. Utilization of Small Business Concerns

- a. It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.
- b. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

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18. Copyright

- a. The Contractor (i) agrees that the Commission shall determine the disposition of the title to and the rights under any copyright secured by the Contractor or its employees on copyrightable material first produced or composed and delivered to the Government under this contract and (ii) hereby grants to the Government a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others so to do, all copyrighted or copyrightable work not first produced or composed by the Contractor in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent the Contractor now has, or prior to the completion or final settlement of the contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- b. The Contractor agrees that it will exert all reasonable effort to advise the Commission at the time of delivering any copyrightable or copyrighted work furnished under this contract, of any adversely held copyrighted or copyrightable material incorporated in any such work.
- c. The Contractor agrees to report in writing to the Commission, promptly and in reasonable detail, any notice or claim of copyright infringement received by the Contractor with respect to any material delivered under this contract.

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