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UNIVERSITY OF CALIFORNIA MEDICAL CENTER  
SAN FRANCISCO 22, CALIFORNIA

SCHOOL OF MEDICINE  
RADIOLOGICAL LABORATORY

January 22, 1960

Dr. John B. deC. M. Saunders  
Dean and Provost  
University of California  
San Francisco 22, California

REC'D DEAN'S OFFICE  
SCHOOL OF MEDICINE

JAN 22 1960

Dear Dr. Saunders:

As I told you some weeks ago, Dr. Charles Dunham of the Atomic Energy Commission will be coming to San Francisco to discuss the future of the Radiological Laboratory and particularly the effect that my retirement (1962) will have upon it. His present plans are to visit us in February 1960.

I have been trying to find out just what kind of an organized research unit we are and how we fit into the scheme, as outlined by the President, and have come to the conclusion that this is something that needs clarification.

HISTORY

On May 1, 1943 the Manhattan District of the U. S. Corp. of Engineers became the contracting officer for some research that was being done at the Medical Center and they joined the contract for this work with that of the Radiation Laboratory in Berkeley, which was known as Contract W7405-eng-48. The San Francisco part of this was called National Defense Project 48-C. In 1948 definite plans took shape with regard to the building of the Radiological Laboratory building and the purchase of a synchrotron. These were carried forward under the management of the Radiation Laboratory in Berkeley. The building was accepted from the contractor on September 18, 1951 and the synchrotron on July 1, 1952.

In the meantime Mr. Underhill, acting for the Regents, decided that our operating contract should be separated from that of the Radiation Laboratory. The University had drawn up a general contract for Atomic Energy Research and Development, numbered AT-11-1-GEN-10 and dated June 15, 1948. The contract covered the general agreements between the AEC and the University. An additional agreement under the general contract established Project No. 2 which is the Radiological Laboratory and provided for operational funds starting July 1, 1949. I am enclosing a copy of the original Project 2 and one of the first annual supplements. You will note that under paragraph 2, headed Administrative responsibilities, it states "this work will be carried out by the University primarily through

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Dr. John B. deC. M. Saunders

January 22, 1960

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The University of California Hospital in San Francisco under the supervision of Dr. R. S. Stone".

The supplements have in essence changed only the dates of the contract and the total amount of funds available.

On an annual basis we have submitted to the President through the Business Manager of this Campus and the Dean of the School of Medicine a proposed budget and program which is used as a basis for the contract supplement for the ensuing year. We do eventually hear about the increase in funds authorized but have never had any comments or suggestions on the program. We also submit to the AEC an annual form called Project Proposal and Authorization. This form goes directly from me, as the Director of the Radiological Laboratory, to the San Francisco Operations Office of the AEC and through them to the Washington office. In it we set forth briefly the accomplishments of the preceding fiscal year, the expected results of the present fiscal year and the anticipated problems for the next fiscal year. This is submitted on a form supplied by the AEC and gives them the information in the way they want it. From the AEC office we receive word back, mainly verbally, of the amount of cash available to us for the fiscal year.

As noted above, the operation of Project No. 2 went into effect in 1949 with the work being done "under the supervision of Dr. R. S. Stone". By a letter dated November 19, 1951 and signed by Mr. Mallory, I was appointed by the Regents as Director of the Radiological Laboratory as of October 1, 1951. For all the years that we received annual notices from the Regents, I received a notice stating that among other things I was "Director of the Radiological Laboratory". Since such notices stopped, my name on the budget personnel sheets is still followed by the term "Director of the Radiological Laboratory". It would therefore appear that my appointment is by the Regents, presumably on the recommendation of the President. I have been reporting to myself as the Chairman of the Department of Radiology and to you as Dean of the School of Medicine, but I notice that in the Bulletin concerning organized research units there is no provision for a director reporting to a departmental chairman and as a Regental appointment I presumably should be reporting to the President (the Provost?).

The status of the Radiological Laboratory becomes still further confused by the fact that the land was given to the AEC and they paid for the erection of the building and for all the equipment in the building. This was done under an Occupancy Agreement between the Regents of the University and the U.S. Atomic Energy Commission. The essence of this agreement seems to be that whatever is done in the building must have the joint approval of the University and the AEC. The agreement specifies what happens if no such agreement can be reached which, again in brief, is that the University purchases the building from the AEC. I enclose

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Dr. John B. deC. M. Saunders

January 22, 1960

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herewith a copy of the Occupancy Agreement together with a synopsis.

I believe that we should clear up the matter of our status before Dr. Dunham arrives.

So far as the AEC is concerned, we are considered as a "major research and development installation of the U. S. Atomic Energy Commission", a classification similar to that of the Lawrence Radiation Laboratory in Berkeley, the Oak Ridge National Laboratory in Oak Ridge, Tennessee, etc. The type of agreement we have is classified as a Cost-Type Non-Integrated research contract. This I take it is a distinction from program research of the grant-in-aid type. We submit monthly financial statements to the San Francisco Operations Office.

In conclusion it would seem that at least the following questions should be answered:

1. What type of an organization are we within the University (non-departmental laboratory?).
2. To whom in the University should I, as Director, be reporting?
3. Under the University's decentralization policy what method will be used to appoint a successor?
4. How will the AEC desires be taken into consideration?
5. What relations do we have to the Department of Radiology?
6. Who should review the activities of the director and the accomplishments of the laboratory?

A related question is: should not the Project 2 agreement be changed from "primarily through the University of California Hospital" to show the relationship to the Medical School?

If there is any further information I can furnish please do not hesitate to ask and I will be happy to consult with you on this matter at your convenience.

Yours sincerely,

*Robert S. Stone*  
Robert S. Stone, M.D.  
Director, Radiological Laboratory  
Chairman, Department of Radiology

Encls.

Stanley C. Bateman  
Business Manager

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CONTRACT NO. AT-11-1-GEN-10  
Project No. 2

June 15, 1949

PROJECT NO. 2 BETWEEN  
THE UNIVERSITY OF CALIFORNIA  
AND  
THE U. S. ATOMIC ENERGY COMMISSION  
PROVIDED FOR  
RESEARCH ON THE PHYSIOLOGICAL EFFECTS OF RADIATION

It is understood and agreed that this Project Agreement is executed under the Contract No. AT-11-1-GEN-10 between the parties and is subject to all applicable provisions of such contract, and to the more detailed supplementary provisions set forth below:

1. NATURE OF WORK - The work under this project consists of investigations on the physiological effects of radiation from external and internal sources on animals and humans, using principally X-rays and radioisotopes such as Iodine 131 and Phosphorous 32, in order to gain a more fundamental understanding of the phenomena involved and to develop therapeutic techniques.
2. ADMINISTRATIVE RESPONSIBILITY - This work will be carried out by the University principally through the University of California Hospital in San Francisco under the supervision of Dr. R. S. Stone.
3. CLASSIFICATION - This work shall be conducted on an unclassified basis in accordance with the provisions of Contract No. AT-11-1-GEN-10.
4. DURATION - This project shall be effective July 1, 1949, and extend through June 30, 1950.
5. FINANCING - The Commission agrees to reimburse the University for

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work under this agreement in an amount not to exceed \$50,000 which may be obligated from time to time by the Commission against such obligational authority as it may designate, subject to the availability of funds from appropriations or other sources.

This Project Agreement is executed this 15 day of June, 1943, by the duly authorized representatives of the parties.

THE UNITED STATES OF AMERICA

By /s/ A. Tarraro  
A. Tarraro, Manager,  
Chicago Operations Office  
U. S. Atomic Energy Commission

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

By /s/ Robert M. Underhill  
Robert M. Underhill  
Secretary Treasurer  
The Regents of the University  
of California

Witness:

/s/ Jeanette E. Russell

Approved as to Form:

/s/ A. H. Conrad  
Associate Attorney for The Regents  
of the University of California.

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Contract No. AT-11-1-Gen-10  
Project No. 2  
Supplement No. 1

**SUPPLEMENTAL AGREEMENT  
BETWEEN  
THE UNIVERSITY OF CALIFORNIA  
AND  
THE U. S. ATOMIC ENERGY COMMISSION**

This SUPPLEMENTAL AGREEMENT is entered into this 5th day of May 1950, between the UNITED STATES OF AMERICA (called the "Government") acting through the UNITED STATES ATOMIC ENERGY COMMISSION (called the "Commission") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, of Berkeley, California, a California Corporation (called the "University").

**PURPOSE** - The purpose of this Supplemental Agreement is to provide additional funds in the amount of \$115,000 for work carried on by the University under, and to extend the term of, Project No. 2 under Contract No. AT-11-1-Gen-10 between the parties.

**AMENDMENT** - NOW THEREFORE, Project No. 2 under Contract No. AT-11-1-Gen-10 is amended and modified as follows:

1. Section 4, entitled "Duration", is amended and modified by deleting the date "June 30, 1950" in the second line and substituting in its stead the date "June 30, 1951".
2. Section 5, entitled "Financing", is amended and modified by deleting the figure "\$50,000" and substituting in its stead the figure "\$165,000".

IN WITNESS WHEREOF, the Government and the University have executed this Supplemental Agreement, intending to be legally bound thereby.

THE UNITED STATES OF AMERICA

By /s/ A TAMMARO  
A. Tammaro, Manager  
Chicago Operations Office  
U. S. Atomic Energy Commission

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By /s/ ROBERT M. UNDERHILL  
Robert M. Underhill  
Secretary SEAL

Approved as to form:

/s/ A. H. CONARD

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The occupancy agreement between the Regents of the University of California and the U. S. Atomic Energy Commission was entered into on the 30th day of November, 1949. It sets forth that the University has a contract with the U. S. Atomic Energy Commission which started in May, 1943 and that it also has work under Project No. 2 of Contract AT-11-1-GEN-10, which is called Project for short. The Government wishes to erect a facility to be known as Radiological Laboratory on the San Francisco Campus and the University provides the site.

After details regarding the site and right of access to the facility when erected, the contract provides "there hereby expressly reserved to the University the right to occupy and use the facility jointly with the Government".

The essence of the contract seems to be that whatever is done in the building must have the joint approval of the University and the Atomic Energy Commission. In case there is no such agreement, the University can, and after 10 years must, purchase the facility on a price computed upon a 30 year basis. It appears that if Project No. 2 ends before the 10 year period the Government can put in other research projects connected with the Commissions work on the Berkeley Campus, connected with storage of Government property and such other purposes as may be agreed upon by the University and the Commission. However, if the University gives notice of termination before the 10 years, then when the 10 year period is reached the University is obliged to buy. If the University gives notice of termination after the ten year period, then it is obliged to buy from the time of termination. It seems to me that the object of this is to state that the building is put up for Project No. 2 of Contract GEN-10 and the other clauses are to take account of the possibility that such Project might end.

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