

MRDCL

29 March 1954

Dr. Ashley W. Coughterson
158 Whitney Avenue
New Haven 10, Connecticut

RE: Contract No. DA-49-007-MD-63
Modification No. 4

Dear Dr. Ashley:

Inclosed herewith for your records are two copies of Modification
No. 4 to the subject contract.

Sincerely yours,

W. F. LAWRENCE
Lt. Colonel, MSC
Contracting Officer

Incl:
2 cyps
Mod. #4

DAVID E. MARCHUS
Major, MSC
Chief, Legal Office

RESEARCH AND DEVELOPMENT 2532

Dr. Coughterson

MODIFICATION TO CONTRACT

Contract No. DA-49-007-MD-43
O. I. No. 14-51
Modification No. 4

DEPARTMENT OF THE ARMY
Office of The Surgeon General

CONTRACTOR: **DR. ASHLEY W. OUGHTERSON**
158 Whitney Avenue, New Haven 10, Conn.

YEAR: **30 June 1950 — 30 June 1953**

Amount provided by this Modification: **Six Thousand, Five Hundred Sixty-Two Dollars and Twenty-Seven Cents (\$6,562.27)**

Total amount provided by Contract: **Twenty-eight Thousand, Five Hundred Sixty-Two Dollars and Twenty-Seven Cents (\$28,562.27)**

Payment will be made under this contract by the Finance Officer, U.S. Army, Washington 25, D. C. (See Article 5 hereof).

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof:

6-7538 P 1110-07 A 21X2040 S 49-007
6-7920 P 400-07 A 2133925.805 S 49-007

This contract is negotiated under the authority of Section 2(c)(1) of the Armed Services Procurement Act of 1947, as amended (41 U.S.C. 151, et seq.) and Presidential Proclamation 2914.

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This Modification No. 4 has been effected under the authority of Title II, First War Powers Act, 1941, 50 U.S. Code App. 611, as amended by P. L. 921, 81st Congress and Executive Order 10212, 2 February 1951.

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MODIFICATION TO CONTRACT

DEPARTMENT OF THE ARMY
Office of The Surgeon General
Washington 25, D. C.

THIS SUPPLEMENTAL AGREEMENT, entered into ~~xxxx~~ ^{on or about the} 10th day of March, 19 53, between the UNITED STATES OF AMERICA (hereinafter referred to as "the Government"), represented by the Contracting Officer executing this Supplemental Agreement, and

DR. ASHLEY W. OUGHTERSON

158 Whitney Avenue, New Haven 10, Connecticut

(hereinafter referred to as "the Contractor").

W I T N E S S E T H:

WHEREAS, the parties entered into Contract No. DA-49-007-MD-63 (hereinafter referred to as "said contract") which requires the Contractor to conduct certain studies and experimental investigations as therein specified during the period commencing 30 June 1950 and ending 31 March 1953, on an actual cost basis in an amount not to exceed Twenty-Two Thousand Dollars (\$22,000) and

MODIFICATION TO CONTRACT - TERM AND EXPENDITURE INCREASE

WHEREAS the parties hereto desire that the term of said contract be extended from the present expiration date of 31 March 1953 to 30 June 1953; and

WHEREAS the actual costs incurred or obligated to date and allowed under said contract indicate that additional funds in the sum of Six Thousand, Five Hundred Sixty-Two Dollars and Twenty-Seven Cents (\$6,562.27) will be required in order to compensate the Contractor for continuing the studies and experimental investigations until 30 June 1953; and

WHEREAS administrative delays prevented formal extension of the contract and provision of additional funds prior to 31 March 1953; and

WHEREAS the Contractor, on or about 10 March 1953, was orally advised by telephone by an agent of the Government who had both implied and apparent authority so to do, to continue incurring costs until June 30, 1953 so as to enable the Contractor to complete the manuscript, which was the subject of DA-49-007-MD-53; and

WHEREAS the Contractor relied in good faith upon such informal commitment of the Government; and

WHEREAS the Undersecretary of the Army has made the following general finding:

"Where any person has arranged to furnish or has furnished, on or after June 25, 1950, to a contracting agency of the Department of Defense or to a defense contractor any materials, services or facilities relating to the national defense, without a formal contract, relying in good faith upon the apparent authority of an officer or agent of such contracting agency, written or oral instructions, or any other request to proceed from a contracting agency, such contracting agency may enter into an appropriate contract providing fair compensation therefor. Formalization of such commitments under such circumstances will facilitate the national defense by assuring contractors, who have taken action to expedite performance or delivery without a formal contract, that they will be treated fairly and paid expeditiously;" and

WHEREAS this supplemental agreement is authorized by the authority of Title II, First War Powers Act, as amended, and Executive Order 10210; and

NOW, THEREFORE, the contract is hereby modified in the following particulars, but in no others:

1. Article 2(a) is modified and changed so that, as modified and changed, it shall read as follows:

"(a) Term of Contract. The Contractor shall commence the subject work on 30 June 1950 and carry on the subject work to and including 30 June 1953."

MODIFICATION TO CONTRACT -- (continued)

2. Article 1 of said contract is modified and changed so that, as modified and changed, it shall read as follows:

"Subject Work. The Contractor shall supply the necessary personnel and facilities for and conduct the studies and experimental investigations generally described in this Article 1 on Page 2 of this contract and hereinafter referred to as the 'subject work.'

"The subject work shall be carried on with the utmost dispatch and in accordance with such instructions of the Scientific Officer as may be given from time to time as the subject work proceeds, but which may not require or authorize the expenditure of any amount in excess of the maximum amount, to wit:

Twenty-Eight Thousand, Five Hundred Sixty-Two Dollars and Twenty-Seven Cents (\$28,562.27)."

3. Article 37 is modified and changed so that, as modified and changed, it shall read as follows:

"EXAMINATION OF RECORDS:

"(a) The Contractor (which term as used in this clause means the party contracting to furnish the supplies or perform the work required by this contract) agrees that the Comptroller General of the United States or any of his duly authorized representatives shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions related to such contract.

"(b) The Contractor agrees to insert the provisions of this clause, including this paragraph (b), in all subcontracts hereafter made."

EXCEPT AS MODIFIED HEREIN the terms and conditions of said contract shall apply to this agreement.

MODIFICATION TO CONTRACT

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Agreement as of the day and year hereinabove written.

THE UNITED STATES OF AMERICA

BY W. F. LAWRENCE
Lt. Colonel, MSO
Contracting Officer
Office of The Surgeon General
Department of the Army

DR. ASHLEY W. OUGHTERSON
CONTRACTOR

Witnesses as to A.W.O.

Jean L. Gaboury

H Hick Chambers, Jr.

BY DR. ASHLEY W. OUGHTERSON
Title: CONTRACTOR

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this supplemental agreement on behalf of the Contractor, was then _____ of said corporation; that said supplemental agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation, this _____ day of _____, 19____.
