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MEDCL

14 May 1947

ARM2.950106.008

MEMORANDUM FOR: Lieut. Colonel C. G. Gruber,
Contracting Officer,
Room 2C-274, The Pentagon.

SUBJECT: Contract No. W-49-007-MD- 398 -
Dr. Ashley W. Oughterson

1. There are attached hereto ~~seven (7)~~ nine (9) copies of the reference contract, which provides for a maximum authorized expenditure in the amount of $8,000.00 and covers the period 1 May 1947 to 30 June 1948. It is the opinion of this office that all copies of the contract should be signed by the Contracting Officer.

2. After all copies of the contract have been executed, one copy should be returned to the Contractor for its records. A covering letter is attached hereto.

ROBERT J. O'CONNOR,
Acting Chief, Legal Division.

2 Incls.
Incl. 1 - 6 copies of contract
Incl. 2 - Ltr. to Contractor
w/1 Incl.

APPROVED:

WILLIAM S. STONE,
Colonel, Medical Corps,
Chairman, Army Medical Research
& Development Board.

Washington National Record Center
Office of the Army Surgeon General
Record Group 112
Accession #: 58A 1094
Box #: 55
File: Oughterson, Dr. A.W. MD-398

MEDOL

14 May 1947

MEMORANDUM FOR: Lieut. Colonel C. G. Gruber,
Contracting Officer,
Room 2C-274.

SUBJECT: Contract No. W-49-007-MD-398

Dr. Ashley W. Oughterson

The reference contract has been distributed as follows:

Chairman, Army Medical Research & Development Board	1 copy
Fiscal Division	4 copies
Contracting Officer	1 copy
Legal Division	1 copy
Army Audit Agency	2 copies

ROBERT J. O'CONNOR,
Acting Chief, Legal Division.

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WAR DEPARTMENT
Office of The Surgeon General
Washington 25, D. C.

MEDCL

14 May 1947

Dr. Ashley W. Oughterson
American Cancer Society
47 Beaver Street
New York 4, New York

Attention:

RE: Contract No. W-49-007-MD-598

Gentlemen:

Attached hereto is one executed copy of the reference contract for your records.

Very truly yours,

C. G. GRUBER,
Lieut. Colonel, Sn. Corps,
Contracting Officer.

1 Incl
Copy Contract No. 598

ROBERT J. O'CONNOR
Acting Chief, Legal Division

el - 7 5 Col Stone

MEDCL

13 May 1947

Dr. Ashley W. Oughterson
American Cancer Society
47 Beaver Street
New York 4, New York

Re: Contract W 49-007-MD-398

Dear Dr. Oughterson:

Inclosed herewith are nine (9) copies of a contract which provides that you will write a scientific report, more specifically described on page 2 of the contract, during the period 1 May 1947 to 30 June 1948 on a reimbursable cost basis in an amount not to exceed $8,000.00.

It is requested that you execute all copies of the contract and have two witnesses witness your signature. After the contract has been executed in this office, a copy will be forwarded for your records. It will be appreciated if the executed copies are returned at your earliest convenience.

Sincerely yours,

C. G. GRUBER
Lt. Colonel, Sn. Corps
Contracting Officer

Incls
9 copies contract

APPROVED:

ROBERT J. O'CONNOR
Acting Chief, Legal Division

WILLIAM S. STONE
Colonel, Medical Corps
Chairman, Army Medical Research
And Development Board

W 49-007-MD-598

Contract No. O.I. No. 194-47

Negotiated Contract

WAR DEPARTMENT
Office of The Surgeon General

MEDICAL RESEARCH CONTRACT

Contractor: DR. ASHLEY W. OUGHTERSON
c/o American Cancer Society
47 Beaver Street
New York 4, N. Y.

Year: 1 May 1947 - 30 June 1948

Amount: Eight Thousand ($8,000.00) Dollars

Payment will be made under this contract by the Finance Officer, U. S. Army, Washington, D. C. (See Article 8 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:

706-1580 P400-07 A212/75925.008 S 49-007

This contract is authorized by the First War Powers Act, 1941 (Public No. 354, 77th Congress), Executive Order No. 9001 (Dec. 27, 1941) and Act of July 2, 1940 (Public No. 703, 76th Congress) as extended by Act of June 5, 1942 (Public No. 580, 77th Congress).

Form SG 891 - 15 June 1946

THIS CONTRACT, entered into as of the first day of May 1947, by the UNITED STATES OF AMERICA (hereinafter referred to as "the Government") represented by the Contracting Officer executing this contract, and DR. ASHLEY W. OUGHTERSON, an individual acting personally, in the City of New York, State of New York (hereinafter referred to as "the Contractor"),

W I T N E S S E T H:

WHEREAS, the Government desires that the Contractor conduct studies and experimental investigations as hereinafter specified requiring the services of qualified personnel; and

WHEREAS, the Contractor is willing to conduct such studies and experimental investigations on a cost basis as herein provided; and

WHEREAS, the accomplishment of the hereinafter specified subject work is authorized by law and will facilitate the prosecution of the war and the Contracting Officer is authorised to negotiate and sign this contract; and

WHEREAS, the Government desires that such studies and experimental investigations be conducted under the technical direction of the Chairman, Army Medical Research and Development Board, Office of The Surgeon General, U. S. Army (hereinafter referred to as "the Scientific Officer");

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1. 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 authorized amount, to wit: $8,000.00.

National Record Center

SUBJECT WORK:

To write approximately 700 pages of illustrated monograph based on the report of the Joint Commission for investigating the effects of the Atomic Bomb in Japan.

ARTICLE 2. Reports and Inspections. (a) The Contractor shall report the progress of the subject work from time to time as requested by the Scientific Officer and shall furnish a complete final report upon the termination of this contract. Such reports shall be of such nature and scope and shall be furnished in such quantity and form as may be requested by the Scientific Officer.

(b) The Contracting Officer or the Scientific Officer may inspect the subject work at all reasonable times.

ARTICLE 3. Property to be furnished by Contractor. The Contractor shall procure and furnish all necessary materials, supplies, apparatus, equipment, or other property for use in the performance of the subject work, except to the extent that property may be furnished by the Government; Provided, That the Contractor shall obtain the approval of the Contracting Officer before purchasing any individual item of property costing more than Twenty-Five Hundred ($2500) Dollars.

ARTICLE 4. (a) Government Property. The Government reserves the right to furnish any materials, supplies, apparatus, equipment, or other property for use in the performance of the subject work. The extent to which the Contractor shall use Government materials, supplies, parts, equipment and other property, shall be determined by the Contracting Officer.

(b) Disposition of Personal Property. At any time prior or subsequent to the termination of the subject work, the Contractor shall deliver to such department, bureau, agency, or instrumentality of the Government as the Contracting Officer may designate, at the Government's expense (including necessary storage, protection, packing and crating, and transportation costs), when and as directed by the Contracting Officer, all or any part of materials, supplies, apparatus, equipment or other articles of personal property not theretofore expended or delivered hereunder which have been furnished by the Government hereunder or for the cost of which the Contractor has been reimbursed or has the right to claim reimbursement hereunder; Provided, That, upon the termination of the subject work, the Contractor shall have the right to retain any such property other than that furnished by the Government, unless notified by the Contracting Officer that the further prosecution of the war renders such action inadvisable, by returning to or crediting the Government with such sum of money as the Contracting Officer may determine to be fair and proper.

(c) Disposition of Premises Altered or Constructed. After the termination of the subject work, the Contractor shall elect, with

respect to premises upon which an alteration or construction has been done hereunder, whether (i) to retain the benefit of such construction or alteration, in which case the Contractor shall return to or credit the Government with the portion of the reimbursement by the Government for its expenditure therefor determined by negotiation between the Contractor and the Contracting Officer to be fair and proper, or (ii) to have such premises restored to substantially the same condition as prior to such alteration or construction, in which case it shall retain all such reimbursement and the Government shall pay the net cost of such restoration. The Contractor shall furnish on request all information deemed relevant by the Contracting Officer.

(d) Records of Government-owned Property. The War Department Research Property Officer, Office of The Surgeon General, Room 5A-462, The Pentagon, Washington, D. C. (hereinafter called 'the Property Officer'), is designated as the Accountable Property Officer for supplies or equipment procured from or for the Government under said contract.

(e) Liability for Government-owned property. -- Except as otherwise specifically provided, the Contractor shall not be liable for loss or destruction of or damage to property of the Government in the possession or control of the Contractor in connection with this contract (hereinafter called "Government property") unless such loss, destruction or damage results from wilful misconduct or failure to exercise good faith on the part of the Contractor's corporate officers or other representatives having supervision or direction of the operation of the whole of the Contractor's business or of the whole of any plant operated by the Contractor in the performance of this contract.

(2) The Contractor represents that it is not maintaining and agrees that it will not hereafter maintain insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to Government property, and represents that it is not including and agrees that it will not hereafter include in any price to the Government any charge or reserve for such insurance.

(3) Upon the happening of loss or destruction of or damage to Government property caused by:

> Fire, lightning; windstorm, cyclone, tornado, hail; explosion; riot, riot attending a strike, civil commotion; vandalism and malicious mischief; aircraft or objects falling therefrom; vehicles running on land or tracks, excluding vehicles owned or operated by the Contractor or any agent or employee of the Contractor; smoke; sprinkler leakage; earthquake, or volcanic eruption; flood, meaning thereby rising of rivers or streams; enemy attack or any action taken by the military, naval or air forces of the United States in resisting enemy attack,

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Accession #: 58A 1094
Box #: 55
File: Oughterson, Dr. A.W. MD-398

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MODIFICATION TO CONTRACT

Contract No. W-49-007-MD-398
O. I. No. 194-47

Modification No. 2

DEPARTMENT OF THE ARMY
OFFICE OF THE SURGEON GENERAL
WASHINGTON 25, D. C.

CONTRACTOR: Dr. ASHLEY W. OUGHTERSON
38 Trumbull St., New Haven 10, Connecticut

YEAR: 1 May 1947 — 30 June 1950

Amount provided by this Modification: Eight Thousand, One Hundred Eighty Dollars, ($8,180.00).

Total Amount provided by Contract: Twenty-Four Thousand, Eight Hundred Five Dollars and Seventy-Five Cents, ($24,805.75

Payment will be made under this contract by the Finance Officer, U. S. Army, Washington, D. C. (See Article 8 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:

906-3108 P 400-07 A 2185925.005 S 49-007

This contract is negotiated under authority of Act of February 19, 1948

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MODIFICATION TO CONTRACT

DEPARTMENT OF THE ARMY
Office of The Surgeon General
Washington

This SUPPLEMENTAL AGREEMENT, entered into this 13th day of June, 19 49, 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

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. W-49-007-MD-398 (hereinafter referred to as "said contract") which requires the Contractor to conduct certain studies and experimental investigations as therein specified during the period commencing 1 May 1947 and ending 30 June 1949, on an actual cost basis in an amount not to exceed Sixteen Thousand, Six Hundred Twenty-Five Dollars and Seventy-Five Cents (16,625.75) and

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MODIFICATION TO CONTRACT - CHANGES IN TERM & EXPENDITURE AND SUPPLY & ACCOUNTING PROCEDURES.

WHEREAS the parties hereto are desirous of modifying the contract to extend the term of the contract, to increase the maximum expenditure under the contract, and to effect changes in supply and accounting procedures as directed by War Department Memorandum No. 35-6520-1, dated 20 September 1946, and Change No. 1 thereto, dated 2 January 1947; and

WHEREAS this supplemental agreement is authorized by the authority of Act of February 19, 1948 (Public Law 413--80th Congress, Section 2(c)(11);

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

1. Article 5(a), Term of Contract, 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 the 1 May 1947 and carry on the subject work to and including the 30 June 1950 unless this contract shall be terminated by the Government before that date, in accordance with the provisions of this Article."

2. Article 1, Subject Work, 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 authorized amount, to wit: Twenty-Four Thousand, Eight Hundred Five Dollars and Seventy-Five Cents ($24,805.75).

3. Article 4(f)(2) and (3) is modified and changed so that, as modified and changed it shall read as follows:

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"(2) Supplies Procured for the Account of the Department of the Army. The Contractor will, in the case of direct procurement of non-expendable items of supply, furnish the Property Officer with two (2) copies of a document evidencing procurement and receipt of nonexpendable items of supply for the account of the Department of the Army. Such document may consist of a vendor's invoice, listing, or certificate bearing certification as to receipt of nonexpendable items of supply. These documents should be submitted at the time that Standard Form No. 1034, Reimbursement Voucher, covering those items, is submitted for payment.

"(3) Supplies Withdrawn from Contractor Stores. Where the Contractor draws on his stores for nonexpendable items of supply for use in such a manner as will entitle the Contractor to reimbursement therefor the Property Officer will be provided with two (2) copies of a document listing the items so used. The submission of the property listing, or the individual documents of issue as a single consolidation, should be made at the time Standard Form No. 1034, Reimbursement Voucher, covering listed items, is submitted for payment."

EXCEPT AS MODIFIED HEREIN said contract shall remain in full force and effect and the terms and conditions thereof shall apply to this agreement.

Washington National Record Center

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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
C. G. GRUBER
Colonel, MSC
By Purchasing & Contractinf Officer
Contracting Officer
Office of The Surgeon General
Department of the Army

WITNESS:

H. Wick Chambers, Jr.
Name

16 Lincoln St., New Haven, Conn.
Address

Jean Lilley
Name

1456 Dixwell Ave., Hamden, Conn.
Address

BY: Ashley W. Oughterson
Contractor

SUPPLEMENTAL AGREEMENT

CONTRACT NO. W-49-007-MD-398

Modification No. 1

DEPARTMENT OF THE ARMY
OFFICE OF THE SURGEON GENERAL
Washington, 25, D. C.

CONTRACTOR: DR. ASHLEY W. OUGHTERSON
38 Trumbull St., New Haven 10, Connecticut

YEAR: 1 May 1947 - 30 June 1949

Amount provided by this Modification: Eight Thousand, Six Hundred Twenty-Five Dollars Seventy-Five Cents ($8,625.75)

Total Amount provided by Contract: Sixteen Thousand, Six Hundred Twenty-Five Dollars Seventy-Five Cents ($16,625.75)

Payment will be made under this contract by the Finance Officer, U. S. Army, Washington, D. C. (See Article 8 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:

806-2232 P 400-07 A 2185925.005 S 49-007

This contract is authorized by the First War Powers Act, 1941 (Public No. 354, 77th Congress), Executive Order No. 9001 (Dec. 27, 1941) and Act of July 2, 1940 (Public No. 705, 76th Congress, as extended by Act of June 5, 1942 (Public No. 580, 77th Congress.)

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MODIFICATION TO CONTRACT

DEPARTMENT OF THE ARMY
Office of The Surgeon General
Washington

This SUPPLEMENTAL AGREEMENT, entered into this _____ day of _____, 19 _____, 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

(hereinafter referred to as "the Contractor"),

W I T N E S S E T H:

WHEREAS, the parties entered into Contract No. W-49-007-MD-398 (hereinafter referred to as "said contract") which requires the Contractor to conduct certain studies and experimental investigations as therein specified during the period commencing 1 May 1947 and ending 30 June 1948, on an actual cost basis in an amount not to exceed Eight Thousand Dollars ($8,000.00) and

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MODIFICATION TO CONTRACT --TERM AND EXPENDITURE INCREASED

WHEREAS, the parties hereto are desirous of extending the term of said contract from the present expiration date of 30 June 1948 to 30 June 1949; and

WHEREAS, the actual costs incurred or obligated to date under said contract indicate that additional funds in the sum of Eight Thousand, Six Hundred Twenty-Five Dollars, Seventy-Five Cents ($8,625.75) will be required in order to continue to conduct the studies and experimental investigations until 30 June 1949; and

WHEREAS, this Supplemental Agreement is authorized by the First War Powers Act, 1941 (Public No. 754, 77th Congress), Executive Order No. 9001 (Dec. 27, 1941) and Act of July 2, 1940 (Public No. 580, 77th Congress);

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

1. Article 5(a) is modified and changes so that as modified and changed, it shall read as follows:

> "(a) Term of Contract. The Contractor shall commence the subject work on the 1 May 1947 and carry on the subject work to and including the 30 June 1949 unless this contract shall be terminated by the Government before that date, in accordance with the provisions of this Article."

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 authorized amount, to wit: $ 16,625.75.

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MODIFICATION TO CONTRACT

Except as modified herein, said contract shall remain in full force and effect, and the terms and conditions thereof shall apply to this agreement.

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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

C. G. GRUBER
By Lt. Colonel, MSC
Contracting Officer
Office of The Surgeon General
Department of the Army

WITNESS:

s/ F. B. Harris
Name

Pine Orchard, Conn.
Address

s/ H. W. Chambers, Jr.
Name

Mt. Carmel, Conn.
Address

s. Ashley W. Oughterson
Contractot

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