

APPENDIX "B"

1. Article B-XVIII is hereby amended to read as follows:

"Article B-XVIII - NONDISCRIMINATION IN EMPLOYMENT

During the performance of this contract, the Contractor agrees as follows:

"1. 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 contracting officer setting forth the provisions of this nondiscrimination clause.

"2. 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.

"3. 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 agency contracting officer, 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.

"4. The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"5. The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, 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 contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"6. 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, terminated, or suspended 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, as amended, 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.

"7. The Contractor will include the provisions of paragraphs 1 through 7 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, as amended, 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 contracting agency 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 contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

2. Article B-XX is hereby amended to read as follows:

"Article B-XX - WORK HOURS ACT OF 1962 - OVERTIME COMPENSATION

"This contract, to the extent that it is of a character specified in the Work Hours Act of 1962 (Public Law 87-581, 76 Stat. 357-360) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Work Hours Act of 1962.

"1. No contractor or subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours, in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

"2. In the event of any violation of the provisions of paragraph 1, the Contractor and any subcontractor responsible for such violation shall be liable to any affected employee for his unpaid wages. In addition, such contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph 1 in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a workweek without payment of the required overtime wages.

"3. The contracting officer may withhold, or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor, the full amount of wages required by this contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in paragraph 2.

"4. The Contractor agrees to insert the foregoing clauses 1, 2 and 3, and this clause 4 in all subcontracts."

3. Article B-XIII is hereby amended to read as follows:

"Article B-XIII - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

"1. The performance of work under this contract may be terminated, in whole or from time to time in part, by the Government whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

"2. After receipt of the Notice of Termination the Contractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments the Contractor agrees to (a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and (b) assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

"3. The Contractor shall submit his termination claim to the Contracting Officer promptly after receipt of a Notice of Termination, but in no event later than one year from the effective date thereof, unless one or more extensions in writing are granted by the Contracting Officer upon written request of the Contractor within such one-year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

"4. Any determination of costs under paragraph (3) shall be governed by the cost principles set forth in Subpart 1-15.3 of the Federal Procurement Regulations (41 CFR 1-15.3), as in effect on the date of this contract, except that if the Contractor is not an educational institution the determination shall be governed by Subpart 1-15.2 of the Federal Procurement Regulations (41 CFR 1-15.2).

"5. Subject to the provisions of paragraph (3) above, and subject to any review required by the Contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel: Provided, however, That in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to his other activities and operations. Any such agreement shall be embodied in an amendment to this contract and the Contractor shall be paid the agreed amount.

"6. The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of this contract, whenever, in the opinion of the Contracting Officer, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand: Provided, That if such excess is not so paid upon demand, interest thereon shall be payable by the Contractor to the Government at the rate of 6 percent per annum, beginning 30 days from the date of such demand.

"7. The Contractor agrees to transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, such information and items which, if the contract had been completed, would have been required to be furnished to the Government, including:

- (a) Completed or partially completed plans, drawings, and information; and
- (b) Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

Other than the above, any termination inventory resulting from the termination of the contract may, with the written approval of the Contracting Officer, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Contracting Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be

credited to the price or cost of work covered by this contract or paid in such other manner as the Contracting Officer may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

"8. Any disputes as to questions of fact which may arise hereunder shall be subject to the 'Disputes' clause of this contract."

4. The paragraph entitled "Report of Equipment Purchased or Fabricated" of Article B-V is hereby amended to read as follows:

"The Contractor shall itemize equipment having a useful life expectancy in excess of one year and an acquisition cost in excess of \$100 purchased or fabricated (omit any items appearing in Article V), and submit a report thereof immediately following the expiration of the contract year specified in Article II. This report shall show the actual invoice cost of each item purchased and an engineering estimate of the cost of each item fabricated."

CONTRACT NO. AT(45-1)-1780

TITLE: **EFFECTS OF IONIZING RADIATION ON TESTICULAR FUNCTION IN MAN**

THIS CONTRACT, entered into as of the 25th day of June, 19 63, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission"), and PACIFIC NORTHWEST RESEARCH FOUNDATION (hereinafter referred to as the Contractor).

WITNESSETH THAT:

WHEREAS, the Commission desires to have the Contractor perform certain research work, as hereinafter provided; and

WHEREAS, this contract is authorized by law, including the Atomic Energy Act of 1954;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - THE RESEARCH TO BE PERFORMED

1. The Contractor shall furnish personnel, facilities, equipment, materials, and supplies substantially to the extent set forth in Appendix "A" attached hereto and made a part hereof, endeavor to procure the items that may be listed under III of said Appendix "A", and therewith perform to the best of its ability the research provided for in Appendix "A" and report thereon pursuant to the provisions of this contract.

2. This work shall be conducted under the direction of Carl O. Heller, M.D. or such other member of the Contractor's staff as may be mutually satisfactory to the parties.

ARTICLE II - THE PERIOD FOR PERFORMANCE

June 1 The period for performance under this contract shall commence on June 1, 19 63 and expire on May 31, 19 64; provided, however, that this period may be extended for additional periods by the mutual written agreement of the parties.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, the Commission shall pay the Contractor the sum of \$ 99,831.00. (See Article B-II.)

3000208

(8/19/63 - resubmitted)
Billed 6/25/63 for 45% (#44,834.) apv
" 12/10/63 for 45% (#44,833.95) apv
" 1/16/64 for 10% (9,963.10) apv

ARTICLE IV - THE REMAINING CONTRACT PROVISIONS

Appendixes "A" and "B" set forth the other provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract.

UNITED STATES OF AMERICA

By: UNITED STATES ATOMIC ENERGY COMMISSION

By: /s/ A. M. Waggoner

PACIFIC NORTHWEST RESEARCH FOUNDATION

By: /s/ William B. Hutchinson

Title: President

REPOSITORY: DOE-RICHLAND
COLLECTION: GSS HUMAN TEST SUBJECTS SUTDIES
PRISONER STUDY

BOX: 046264

FOLDER: 1780 - HELLER PACIFIC NW RES. FOUNDA.

ASSIGNED NUMBER: RLHTS 94-0008

3000209-A