

CONFORMED COPY

MODIFICATION NO. 6  
SUPPLEMENTAL AGREEMENT TO  
CONTRACT NO. AT(45-1)-1781

TITLE: EFFECT OF IRRADIATION ON HUMAN TESTIS: CHANGES IN SPERMATOGENESIS, CHROMOSOMAL MORPHOLOGY, LEYDIG CELL FUNCTION AND PITUITARY - GONADAL INTERRELATIONSHIPS AS A FUNCTION OF RADIATION DOSE

THIS MODIFICATION, entered into the 4th day of October, 1968, effective as of the First day of August, 1968, 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 THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Contractor is engaged in research under agreement with the Commission No. AT(45-1)-1781; and

WHEREAS, the Commission and the Contractor desire to extend the period of certain of such research activities and to provide for the continued performance of this work under a special research support agreement; and

WHEREAS, this agreement is authorized by the Atomic Energy Act of 1954, as amended, and Section 302 (c) (15) of the Federal Property and Administrative Services Act of 1949, as amended;

NOW, THEREFORE, the parties agree as follows:

1. Article I of said contract is revised to read as follows:

"ARTICLE I - THE RESEARCH TO BE PERFORMED

"(a) The Contractor shall, to the best of its ability, furnish personnel, facilities, equipment, materials, supplies and services, except such as are furnished by the Government, necessary for the performance of the research provided for in Appendix A hereto, and shall perform the research and report thereon pursuant to the provisions of this contract. It is understood that Appendix A, a guide to the performance of this contract, may be deviated from by the Contractor subject to the specific requirements of this contract.

"(b) This work shall be conducted under the direction of C. Alvin Paulsen, M. D., or such other member of the Contractor's staff as may be mutually satisfactory to the parties."

2. Article II of said contract is amended by adding thereto the following sentence:

"The period of performance under this contract is extended for one year to commence on August 1, 1968 and expire on July 31, 1969."

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*Requested increase for 9% (73,150.00) by 10/8/68  
( 8128.00 " 7/17/70*

3. Article III is hereby deleted and the following is substituted therefor:

"ARTICLE III - CONSIDERATION

"(a) In full consideration of the Contractor's performance hereunder, for the period commencing on August 1, 1968, and expiring on July 31, 1969, the Commission shall pay the Contractor the sum of \$81,278. The total of such sum plus \$1,800 (agreed to be remaining from previous periods under this contract) is hereinafter called the 'Support Ceiling', which sum shall be subject to adjustment as hereinafter provided.

"(b) Payments to the Contractor shall equal 100 percent of the total cost of performance of this contract, as the term 'total cost' is defined in Article B-XXVII: Provided, however, and notwithstanding any other provision of this contract, that the Government's monetary liability under this contract shall not exceed the Support Ceiling specified in (a) above. The Commission shall not pay more than the Support Ceiling or 100 percent of the total cost, whichever is less. The Contractor shall be obligated to perform under this contract throughout the pertinent annual period of performance, and to bear all costs which the Commission has not agreed to pay: Provided, however, That the Contractor shall have the right to cease to perform the research provided for in this contract, upon written notice to the Commission to that effect, at any time when or after the Support Ceiling on the Commission's liability for any pertinent annual period of performance is reached.

"(c) At any time during an annual period of performance subsequent to the initial annual period of performance,\* the Commission, in its sole discretion, may increase the Support Ceiling for the pertinent annual period of performance by written notice to that effect to the Contractor: Provided, however, that the Commission may not unilaterally increase the Support Ceiling to an amount greater than 100 percent of the total estimated project cost specified in the pertinent Appendix A, for the said period. No such increase in the Support Ceiling shall be deemed to increase or affect the percentage of total cost which the Commission has agreed to pay for the pertinent period.

"(d) Except as provided in (e) below, at the end of each contract period, the Contractor will refund to the Commission, or make such disposition as the Commission may, in writing, otherwise direct, any sums advanced by the Commission to the Contractor under this contract through direct payment or under letter of credit in excess of 100 percent of the total cost of performance, as the term total cost is defined in Article B-XXVII.

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\*For the purpose of this contract provision, the period covered by this Modification No. 6 shall be considered to be subsequent to the "initial annual period of performance."

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"(e) If the total amount the Commission is required to pay during an annual period of performance is less than the Support Ceiling established for said period, the difference between said total and the Support Ceiling will be added by the Commission to the Support Ceiling established for the next succeeding contract period, if any: Provided, That such addition does not raise the level of the Support Ceiling for the succeeding period above that percentage of the total estimated project cost which the Commission has agreed to pay during said period.

"(f) After receipt of an annual certified statement pursuant to Article B-XXVII, which establishes the difference referred to in (e) above, and upon subsequent determination of any amounts the Commission wants to add pursuant to (c) above, the Commission will send a letter notification to the Contractor stating the increased Support Ceiling for the pertinent period. For the purpose only of formalizing the increased Support Ceiling, said letter shall be considered a contractual document. In the same letter the Commission will endeavor to state, for convenient reference, the total amount which the Commission has obligated under the contract from the beginning of the first annual period to date, as adjusted in accordance with this Article, but said statement shall have no evidentiary or contractual effect."

4. Appendix A of said contract is hereby deleted and the attached Appendix A is substituted therefor and incorporated herein by this reference.
5. Appendix B of said contract is hereby deleted and the attached Appendix B is substituted therefor and incorporated herein by this reference.

The parties agree that all other terms and conditions of this contract shall be and remain the same.

IN WITNESS WHEREOF, the parties have executed this contract.

UNITED STATES OF AMERICA

By: UNITED STATES ATOMIC ENERGY COMMISSION

By: /s/ C. L. Robinson  
Director, Laboratory & University  
Title: Division

APPROVED AS TO FORM

/s/ James B. Wilson  
Assistant Attorney General  
State of Washington

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF WASHINGTON

By: /s/ William C. Erskine  
Title: Comptroller

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

BOX: 046264

FOLDER: 1780 - HELLER PACIFIC NW RES. FOUNDA.

ASSIGNED NUMBER: RLHTS 94-0055

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