

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES
REQUEST FOR EXECUTION OF CONSULTANT CONTRACT

717265

1. Name Tullis John
Last First Middle

Institutional Connection Navy Medical Research Institute

City Bethesda State Maryland

2. Purpose To assist the Medical Division in studying the pathology of radiation injuries. This will consist of studies made on animals, treatment with X-irradiation and isotope irradiation and studies on tissues from humans who have been treated with isotopes.

3. Qualifications of proposed consultant (Give brief statement on field of specialization, background, present and previous positions, research achievement, etc.)
Commander, USN, M.D., Radiation-pathologist.

4. Type Clearance to be Requested Q clearance already granted.

5. Form of Contract Desired E

6. Term of Contract: From May 1, 1950 To April 30, 1951

7. Proposed Consultant Fee Per Day None

8. Limitations on service under contract:

A. Limited to one visit every 2 months with the duration of each visit limited to 6 days

OR

B. Consultant not required to render services for more than _____ days in any six month period.

9. If executed, this contract will be administered by the Medical Division.

10. Special provisions to be incorporated in contract, if any, _____

*2 copies sent to Bruns 6/9/50
2 copies " " Legal "*

REPOSITORY Oak Ridge Operations
COLLECTION Records Holding Area
Documents 1944-94
AT-(40-1)-Gen 33 2 of 3
BOX No. Bldg. 2714-H COPY
FOLDER Participation Contracts
ORINS

Requested by: Original Signed By
Marshall Brucer

Title Chairman, Medical Division

Approved:

By Original Signed by W. G. Pollard
Executive Director

ORINS
CONTRACTS

Consultant
File

1114328

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

CONSULTANT CONTRACT

THIS AGREEMENT, made and entered into on this, the sixth day of June, 1950, by and between the Oak Ridge Institute of Nuclear Studies (hereinafter called the "Institute"), a non-profit corporation organized and existing under the laws of the State of Tennessee and having its principal office in Oak Ridge, Tennessee, and John Tullis of the Navy Medical Research Institute, (hereinafter called "Consultant"), Bethesda, Maryland.

W I T N E S S E T H:

THAT WHEREAS, the Institute has entered into a contract with the United States of America (hereinafter called "Government") through the Atomic Energy Commission (hereinafter called "Commission") for the performance of certain work, all as is therein provided, and

WHEREAS, in connection with such work, the Institute desires Consultant to serve it in an advisory and consulting capacity, and Consultant has agreed to do so upon the terms and conditions hereinafter provided.

NOW THEREFORE, the parties hereto, in consideration of the mutual and reciprocal benefits to be derived hereunder, do covenant and agree as follows that:

1. This contract shall commence May 1, 1950, and continue until April 30, 1951, unless sooner terminated. Either party hereto may terminate and cancel this contract at any time by giving not less than thirty (30) days prior written notice to the other party. Any expiration or termination hereof shall affect only the duration of this contract and shall otherwise be without prejudice to the rights of the parties hereunder.

2. At the request of the Institute, Consultant shall perform such consulting services and give such counsel and/or advice as may be desired in connection with the Institute's program and work. Consultant shall render services and advice and prepare reports thereon at such places and on such days, continuous or intermittent, as are designated by the Institute.

3. (a) When in authorized travel status, the Institute shall pay Consultant an allowance for travel and subsistence expenses in an amount equal to the allowance to which the Consultant would be entitled under applicable laws and regulations of the United States Department of the Navy, if travelling under orders of that Department.

(b) The term "authorized travel status", as used in this agreement, shall be deemed to mean time spent away from the City of _____ by Consultant, in connection with the services called for hereunder. All authorized travel status shall be subject to the approval of the Institute. The Institute will not authorize or approve for reimbursement to Consultant under subparagraph (a), above, any one period

of travel status exceeding _____ days in duration or more than one such period every _____ calendar months. In the event that travel by privately owned automobile is authorized, the total of all payments to the Consultant under the provisions of subparagraph (a), above, shall not exceed the amount of all payments to which the Consultant would have been entitled if the travel had been performed by rail transportation over the most direct route.

4. Consultant will be promptly paid his expenses as stipulated herein, less deductions, if any, upon submission of properly certified invoices, or vouchers, including pullman stubs, unless the furnishing thereof is specifically waived by the Institute. Immediately upon the expiration or termination of this contract, Consultant shall make a full and complete disclosure of all discoveries and inventions, as required by Section 6 hereof, not previously disclosed, and certify in writing that such disclosure is full and complete.

5. All drawings, designs and specifications and all technical, scientific and medical records, data and memoranda of every description relating to the services to be performed hereunder, shall become and remain the property of the Government and the Government and/or Institute shall have the full right to use said drawings, designs, specifications, records, data and memoranda in any manner when and where the Government and/or Institute may designate without any claim on the part of the Consultant.

6. It is understood and agreed that whenever any discovery or invention is made or conceived by Consultant in the course of the work and services called for herein, Consultant shall furnish the Institute and the Commission complete information thereon and the Commission shall have the sole power to initial determination as to whether or not and where a patent application shall be filed and as to the disposition of the title to and the rights under any application or patent that may result; subject to such initial determination by the Commission and not inconsistent therewith, the Institute shall have the power of secondary determination as to whether or not and where a patent application shall be filed and as to the disposition and title to and the rights under any application or patent that may result. It is further understood and agreed that the judgment of the Commission on such matters shall be accepted as final and Consultant agrees that he will execute all documents and do all things necessary or proper to carry out the judgment of the Commission. Consultant further agrees that no claim or claims for pecuniary reward under the provisions of the Atomic Energy Act of 1946 shall be asserted by Consultant with respect to any inventions or discoveries heretofore or hereafter made or conceived by him in the course of the work and services called for in this contract.

7. (a) It is understood that disclosure of secret, confidential or restricted information relating to the work or services contracted for hereunder to any person not entitled to receive it, or failure to safeguard all secret, confidential and restricted matter that may come to Consultant or any person under his control in connection with the work and services under this contract may subject Consultant to criminal liability under the laws of the United States. See Title I of an Act approved June 15, 1917 (40 Stat. 217; 50 U.S.C. 31-42), as amended by an Act approved March 28, 1940 (54 Stat 79); and the provisions of an Act approved January 12, 1938 (52 Stat. 3; 50 U.S.C. 45-45d), as supplemented by Executive Order No. 8381 dated March 22, 1940, (5 FR.1147) and the Atomic Energy Act of 1946.

(b) Consultant agrees to conform to all security regulations and requirements of the Atomic Energy Commission. Except as the Commission

may authorize, in accordance with the Atomic Energy Act of 1946, the Consultant agrees not to permit any individual to have access to restricted data until the Federal Bureau of Investigation shall have made an investigation and report to the Commission on the character, associations, and loyalty of such individual and the Commission shall have determined that permitting such person to have access to restricted data will not endanger the common defense or security. The term "restricted data" as used in this paragraph means all data concerning the manufacture or utilization of atomic weapons, the production of fissionable material, or the use of fissionable material in the production of power, but shall not include any data which the Commission from time to time determines may be published without adversely affecting the common defense and security.

(c) Upon termination of this contract, the Consultant's responsibility for the security of any information or matter retained by the Consultant, which is of classified nature, shall continue as long as such information or matter is retained.

(d) In performance of work and services under this contract, Consultant agrees to comply with all safety and health regulations proscribed by the Institute and/or the Atomic Energy Commission.

8. This contract shall be subject to the written approval of the Commission and shall not be binding unless so approved.

IN WITNESS WHEREOF, the Institute has caused this instrument to be executed by its duly authorized officers and its corporate seal affixed and Consultant has hereunto set his hand, all on the day and year first above written.

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

By /s/ Paul M. Gross
President

ATTEST:

/s/ William G. Pollard
Secretary

WITNESS:

/s/ J. T. Waddell

/s/ John L. Tullis
Consultant

APPROVED:

ORIGINAL SIGNED BY
JOHN H. ROBERSON

Authorized Representative of the
U. S. Atomic Energy Commission

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