

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES
REQUEST FOR EXECUTION OF CONSULTANT CONTRACT
MEDICAL DIVISION, FORM E

- 1. Name Dr. Shingleton William V.
Last First Middle
City Durham State North Carolina
- 2. Participating Medical School or University Duke University School of Medicine
- 3. Department and academic position of consultant Department of Surgery
- 4. Remarks to coordinate resident training programs and to implement the flow of patients
to Oak Ridge. Dr. Shingleton has been resident physician contract through Aug. 31, 1951
- 5. Type Clearance to be Requested "P" approval
- 6. Term of Contract: From September 1, 1950 To August 31, 1951
- 7. Limited to one visit every 2 months with the duration of each visit limited to 6 days.
- 8. Special provisions to be incorporated in contract, if any, _____

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Requested by _____
 Title Chairman, The Medical Division
 Approved: _____
 By W. H. COLLARD
 Executive Director

No record of any other contracts

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OAK RIDGE INSTITUTE OF NUCLEAR STUDIES
CONSULTANT CONTRACT

THIS AGREEMENT, made and entered into on this, the thirty-first day of October, 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 William W. Shingleton (hereinafter called "Consultant"), of Duke University School of Medicine, Durham, North Carolina.

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 September 1, 1950, and continue until August 31, 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. 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. It is contemplated by the parties hereto that performance hereunder by the Consultant shall not be continuous, but intermittent, and then only as mutually agreed by the parties and on the Institute's prior written authorization.

3. (a) When in an authorized travel status, the Institute shall pay Consultant:

(1) Sums sufficient to reimburse Consultant for the actual cost of transportation (including pullman charges or air transportation), the actual cost of lodging (exclusive of meals), and, when incurred in connection with services rendered hereunder or for official business of the Institute, telephone, telegraph, and taxi expense. Transportation by privately owned automobile, when specifically approved in advance by the Institute, shall be reimbursed at the rate of five cents (5¢) per mile, such mileage rate being deemed to represent the actual cost of such transportation.

(2) An allowance at the rate of Five Dollars (\$5.00) per calendar day (midnight to midnight) in lieu of all expenses other than those mentioned in (1) above. For any calendar day that Consultant is in an authorized travel status for a period less than such full calendar day, said calendar day shall be considered, for purposes of this subdivision (2), to be composed of four six-hour quarters: the first quarter commencing at midnight, the second at 6:00 a.m., the third at 12:00 noon and the fourth at 6:00 p.m. For each quarter, and for each fraction of a quarter, of such period of authorized travel status, one-fourth of said allowance of Five Dollars (\$5.00) shall be payable.

(b) The term "authorized travel status", as used in this agreement, shall be deemed to mean time spent away from the City of Durham, North Carolina 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 six days in duration or more than one such period every two calendar month(s). 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 and receipts for lodging, 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 award 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 F.R. 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.

