

G.A.U.		
Rec'd	7/1/50	
Ind.	7/1/50	BR
Rev.		

Contract No. AT-40-1-GEN-33  
 Sub-Contract No. 5

717270

THIS AGREEMENT, made and entered into on this the 1st day of July, 1950, by and between OAK RIDGE INSTITUTE OF NUCLEAR STUDIES, (hereinafter called the "Institute"), an educational corporation, not for profit, organized and existing under the laws of the State of Tennessee, and having its principal office in Oak Ridge, Tennessee, party of the first part, and the UNIVERSITY OF TEXAS (hereinafter called the "University"), an educational ~~corporation~~, not for profit, organized and existing under the laws of the State of Texas, party of the second part. *MP.*

WITNESSETH:

THAT WHEREAS, the Institute has entered into a written contract with the United States of America (hereinafter called "Government"), through the Atomic Energy Commission (hereinafter called "Commission"), for the purpose, among other things, of arranging and conducting clinical and research programs in the study and treatment, with radioactive substances or with radiation, of cancer and allied or other diseases, and

WHEREAS, the University at Houston, Texas, operates and maintains a hospital for cancer research, known as the "M. D. Anderson Hospital for Cancer Research", and

WHEREAS, the parties hereto are desirous of entering into an agreement for the purpose of conducting certain similar or mutual phases of their respective medical research programs.

NOW THEREFORE, in furtherance of their said programs, and in consideration of the faithful performance of the covenants and agreements herein contained, the parties hereto do agree as follows:

(1) That the University, other than as provided in section (2) hereof, will furnish the necessary funds and/or materials and furnish or pay for all necessary labor and services (other than technical services and assistance which the Institute can furnish with its personnel) for the construction of an experimental Telecobalt Therapy unit in accordance with the plans and specifications therefor to be hereafter jointly designed and mutually agreed upon by the parties. The initial installation will be at Oak Ridge, Tennessee.

(2) That the Institute will mount and install said unit in a suitable building therefor in Oak Ridge. In addition, the Institute at its discretion, may provide any minor components and parts for said unit which it can conveniently fabricate in or with its own facilities. Any such components or parts so furnished by the Institute shall be without cost to the University, shall become a part of the unit furnished by the University and shall not be considered, at any time, as being separate and distinct therefrom.

FOLDER  
 BOX No.  
 COLLECTION  
 REPOSITORY  
 AT-40-1-Gen 33  
 Bldg. 2714-H  
 Records Building Area  
 Oak Ridge  
 Operations  
 Participation Contracts  
 ORINS  
 2 of 3

(3) That after the construction and installation of said experimental unit, and so long as it remains at Oak Ridge, the Institute, at its expense, agrees to make all ordinary repairs and provide normal maintenance therefor, but the Institute shall not otherwise be liable for the loss, damage, or destruction of said unit.

(4) It is contemplated by the parties hereto that when said unit has been constructed and installed at Oak Ridge, that they will, through the Institute's Medical Division and the M. D. Anderson Hospital, cooperate in experimenting with, testing and measuring the physical and biological characteristics of the experimental unit and its suitability for use in the treatment of cancer or other diseases. Reports and publications of data concerning the project will be made jointly by the Institute and the M. D. Anderson Hospital with due credit to the respective staff members. It is understood that the program conducted under this contract shall be conducted on the same basis as all other programs of the Institute's Medical Division, insofar as medical school participation is concerned.

(5) That if, after testing and measuring the physical characteristics of said unit, and comparing its biological characteristics with present radiation generators, the parties hereto, or either of them, should be of the opinion that the unit should be released for use on human beings, then in that event a committee, composed of five qualified members, two of which shall be named by each of the parties hereto and one named by the Commission, shall be appointed for the purpose of deciding whether or not application should be made to the Commission for the release for human use of the radioactive components of the unit. If, upon such determination, an application for human use is approved by the Commission, that part of the unit provided or furnished by the University shall be delivered at Oak Ridge, Tennessee, to the University; provided, however, ~~that~~ if the University desires to sell, and the Institute desires to buy, the unit, the parties shall negotiate in good faith to mutually agree upon a fair and reasonable price for the unit, which price shall cover the estimated cost of a duplicate unit. In the event that the committee shall decide that release for human use is impracticable or if the Commission shall deny the application for release for human use and the University does not desire to continue development of the unit, the unit shall become the property of the Institute, subject to its contract with the Commission.

(6) The parties hereto recognize that in order to accomplish the desired purpose of constructing and experimenting with said unit, a definitive understanding cannot now be reached on all questions which may arise in the future during the period of this agreement, and for that reason, among others, the parties agree that, if, as and when questions and problems arise which relate to the primary purpose of this agreement and which are not specifically covered hereby, they will exert their best endeavors to satisfactorily and mutually dispose of them in accordance with the letter and spirit of this agreement.

(7) All disputes which may arise under this agreement and which are not disposed of by mutual agreement shall be decided by the Manager, Oak Ridge Operation, United States Atomic Energy Commission, whose decisions, or the decisions of his duly authorized representatives or board

shall be final and conclusive on the parties hereto. Pending decision of any dispute, the parties shall diligently proceed with the performance of the work under this agreement.

(8) Neither this agreement nor any interest therein or claim hereunder shall be assigned or transferred by either of the parties hereto, except that the Institute may assign its entire interest in this agreement to the Government at any time.

(9) The parties warrant that they have not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contemplated fee.

(10) No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

(11) It is understood and agreed that all services and travel of the University's employees shall be at the expense of the University until completion of initial installation of the unit at Oak Ridge; and that the expenses of travel of the University's employees for the purpose of experimenting with, testing and measuring the physical and biological characteristics of the unit at Oak Ridge shall be compensated by the Institute under and in accordance with the provisions of any personal service or consultant contract now or at any time hereafter in effect between the Institute and personnel of the University and/or its M. D. Anderson Hospital.

(12) The right is hereby reserved on behalf of the Commission, by each of the parties hereto, to inspect, in such manner and at such time as said Commission deems appropriate, all activities arising in the course of the work under this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY Paul M. Gross  
President

ATTEST:

William G. Pollard  
Secretary

UNIVERSITY OF TEXAS

BY Theophilus A. Painter  
President

ATTEST:

Robert L. Holt  
Secretary

APPROVED:

Kenneth C. Caschou  
Authorized representative of the  
U. S. Atomic Energy Commission

APPROVED AS TO FORM  
Scott James  
ATTORNEY

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