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Department of Energy  
Oak Ridge Operations  
P. O. Box E  
Oak Ridge, Tennessee 37831

717297

November 28, 1984

BEST COPY AVAILABLE

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Ms. Ellen Barry, Law Clerk  
Trial Lawyers for Public  
Justice, P. C.  
2000 P. Street, Northwest  
Washington, D. C. 20036

REPOSITORY Oak Ridge Operations  
 COLLECTION Records Holding Area  
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41 of 46  
 FOLDER Personnel-1 FOIA - Trial  
Lawyers for Public  
Justice Book I

Dear Ms. Barry:

This letter is in response to your Freedom of Information Act request dated October 12, 1984, which was received by the Oak Ridge Operations Freedom of Information Officer on October 19, 1984.

Using the numbering sequence of your request, we have identified the following documents as being responsive to your request:

1. Regarding your request for the protocol pertaining to [redacted] please be advised that there is no such document in existence. Treatment for [redacted] as any other patient, would have been specifically developed and prescribed by the patient's treating physicians. However, enclosed, please find an article published in 1966 in Experimental Hematology on the subject "Immunotherapy of Cancer and Immunocompetent Cells," and a copy of an Amended Protocol For Thoracic Duct Cannulation - Lymphocyte Infusion dated July 11, 1967 (later in time than the enclosed article). While both the enclosed article and amended protocol refer to a preexisting protocol for immunotherapy of acute leukemia, no such document has been located. It appears that either the prior protocol did not exist in written form, or it was disposed of in the Government's (including its contractor, ORAU) files after issuance of the draft amendment.
2. Oak Ridge Institute of Nuclear Studies' (ORINS), predecessor of ORAU, contract with the United States Government, Contract No. AT-(40-1)-GEN-33, as it existed for the period 1964-1965.

As Mr. Sullivan of our Office of Chief Counsel explained to Mr. Bryant in a telephone conversation on November 19, 1984, ORINS received a small amount of funding from other source(s) during 1964-1965, but ORAU estimates that it would take approximately one day of clerical search time to locate the additional source(s). Mr. Bryant indicated that he did not wish us to undertake the search.

1119118

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

PERSONNEL - 1  
FOIA  
Trial Lawyers

I should also note that we do not know how ORINS utilized this additional funding. To determine the use of the additional funding could involve additional search time beyond merely locating the source(s).

- 3. Organization charts for the Medical Division for 1964-1969. No organization chart for 1963 could be located immediately. An extensive search would be necessary in order to try to locate this organization chart. Before we begin searching for this document, we would need from you an assurance of willingness to pay fees for such search, in accordance with 10 CFR §1004.9(c). If we do not hear from you regarding willingness to pay search charges, we will assume that the material supplied herewith satisfies this aspect of your request.
- 4. Organization charts for ORAU for 1963-1969.

I, as Authorizing Official, Oak Ridge Operations, am the person responsible for making the above determination. My position title is Assistant Manager for Administration.

DOE's regulations provide that a denial of records, in whole or in part, or a statement that a document does not exist, may be appealed to DOE's Office of Hearings and Appeals by writing the Director, Office of Hearings and Appeals, Department of Energy, 1000 Independence Avenue, S. W., Washington, D. C. 20585, within thirty (30) days from your receipt of this letter. Both the envelope and letter must be clearly marked "Freedom of Information Appeal." Additional requirements of an appeal are set forth in 10 C.F.R. Part 1004.8(b). Judicial review will be available after the appeal determination either in the district in which you reside or have a principal place of business, or in which the records are situated, or in the District of Columbia.

Inasmuch as the documents furnished and billable search time do not exceed the de minimis level established by the Department of Energy FOIA regulations, there is no charge associated with our response to your request.

Sincerely,

ORIGINAL SIGNED BY  
P. T. MARQUESS  
P. T. Marquess  
Authorizing Official  
Assistant Manager  
for Administration

CC-10:TPS/RSS

Enclosures:  
As stated

bcc w/o encls: Wayne Range, M-4  
Phil Kannan, ORAU

CC-10:RSanders:6-1216:11/26/84

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CONCURRE
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PS Form 3811, Aug 1978

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2. ARTICLE ADDRESSED TO:  
 Ms. Ellen Barry  
 Trial Lawyers for Public Justice, P.C.  
 2000 P Street, N.W.  
 Washington, D. C. 20036

3. ARTICLE DESCRIPTION:  
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 P 420 308 780

(Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
*J. Arde Alente*

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P 420 308 780

Ms. Ellen Barry  
 2000 P Street, N.W.  
 Washington, D. C. 20036

1116170



Oak Ridge  
 Associated Universities  
 Post Office Box 117  
 Oak Ridge, Tennessee 37831-0117

October 29, 1984

Executive  
 Office

Dr. William R. Bibb, Director  
 Energy Programs and Support Division  
 U. S. Department of Energy  
 Oak Ridge, Tennessee 37831

Subject: (1) FOIA REQUEST FROM TRIAL LAWYERS FOR PUBLIC JUSTICE  
 (2) FOIA REQUEST FROM THE KNOXVILLE JOURNAL

Dear Dr. Bibb:

By copy of this letter, we are transmitting to the Office of Chief Counsel documents we have identified in our files which are responsive to the two subject FOIA requests.

For request (1) we are transmitting the following:

1. A copy of an article from Experimental Hematology as reprinted in the Congressional Report.
2. ORAU's total budget for 1964-1965. All of the funds referred to in the request are included in this budget since all of the funding was from the AEC.
3. Organization charts for the Medical Division for 1964-1969. No 1963 chart could be located.
4. Organization charts for ORAU for 1963-1969.

For request (2) we are transmitting "Epidemiologic Research Program Site Review No. 3 - Health and Mortality Study, Oak Ridge Associated Universities, March 17, 1983". We believe this document is exempt since it is an intra-agency memorandum which would not be available in litigation. It is an evaluation report. Reports of this type, in order to ensure that reviewers will be open and frank, should not be released.

Sincerely yours,

Original Signed By

WILLIAM E. FELLING

William E. Felling  
 Executive Director

KANNAN:psr

✓ cc: R. Sanders, OCC w/enclosures  
 Wayne Range

1116171

-1  
 FOIA  
 Trial Lawyers  
 5/58

**TRIAL LAWYERS FOR PUBLIC JUSTICE, P.C.**

COUNSELLORS AT LAW

SUITE 611

2000 P STREET, NORTHWEST

WASHINGTON, D.C. 20036

(202) 463-8600

October 12, 1984

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, Tennessee 37830

84 OCT 19 P 2: 16

Freedom of Information Act  
USDOE ORU

Dear Mr. Range:

Thank you for your assistance in our previous FOIA request. After reviewing the documents, I have discovered that a few items we wanted but did not receive may have been omitted because of an imprecise request. Thus, please send the following:

1. An experimental protocol for the first experimental procedure used for ██████████ which involved removal of his bone marrow, which was radiated and injected into ██████████ who later was operated on to remove lymphatic fluid, which was transfused to ██████████. This experiment was initiated July 27, 1965, under the auspices of Dr. Helen Vodopick and others, and was concluded either August 25, 1965 or September 10, 1965.

2. Any documentation which may record or reflect funding sources for the above-described experiment, including but not limited to the source of funds for the salaries of personnel involved in the experiment and funding for materials used in the experiment.

3. Documents that record or reflect the organizational structure, including institutional and personal chain-of-command, of the Medical Division at ORINS/ORAU during the years 1963-69.

4. Documents that record or reflect the organizational structure, including institutional and personal chain-of-command of the units that comprise the ORINS/ORAU institution during the years 1963-69.

For the purposes of requests nos. 3 and 4, please inform me as to the title of a position and the name of those who occupied that position in the years referenced.

1116172

If my request is not clear or specific enough to direct the scope of your research, please contact me and I will be happy to assist you in more completely defining what I seek.

If all or any part of this request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure under the law.

I would appreciate your response to this request as quickly as possible and I look forward to hearing from you within 10 days as the law stipulates.

Sincerely,

*Ellen Barry*  
Ellen Barry  
Law Clerk

- 11/19 - spoke w/ Ellen B. + then  
Arthur Barron - my wife needed  
assurance of willingness to pay fees re:  
~~search~~ search for funding other than what  
FBI had - we had to get some  
- we did "small percentage" - I  
told her I was told - we could not  
put that on our response

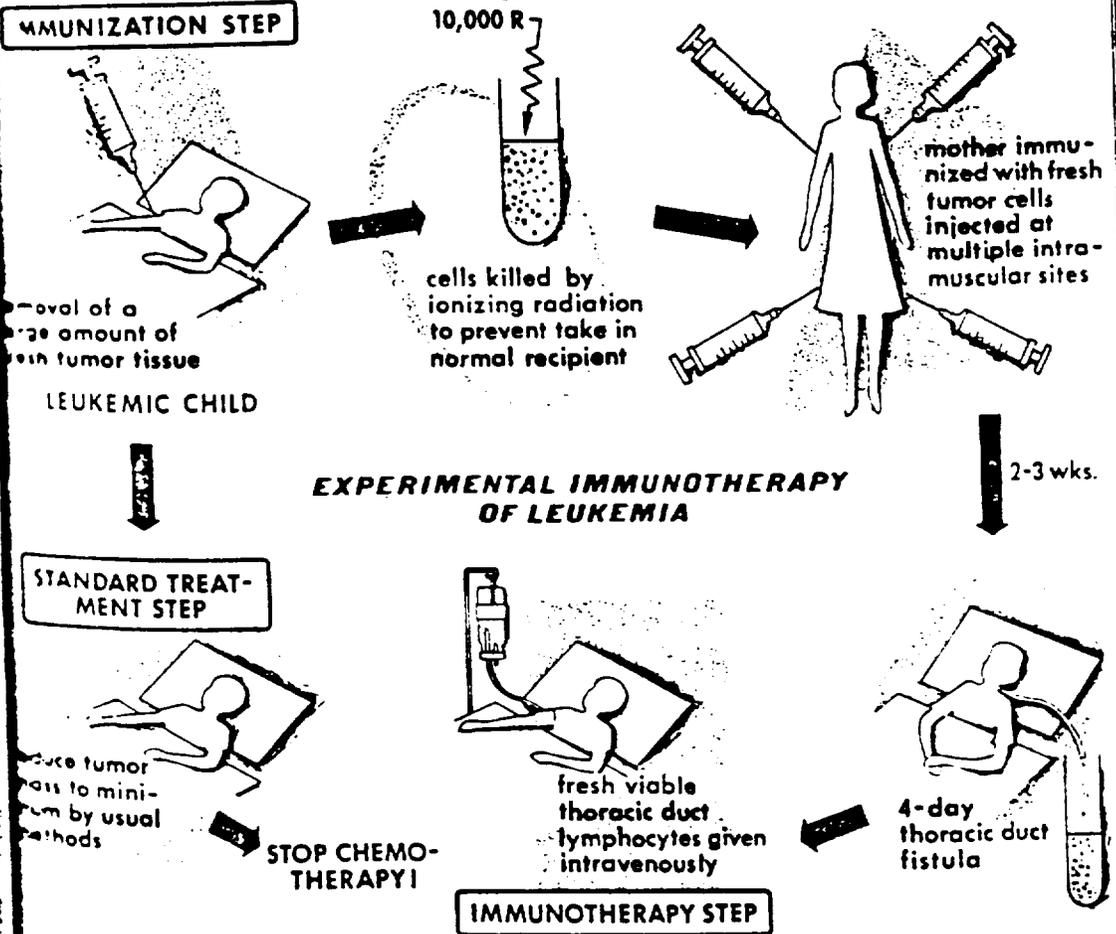
11/16 Tired - call Barry -  
she'll be back Mon.

# EXPERIMENTAL HEMATOLOGY



No. 9: 1966

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BIOLOGY DIVISION  
OAK RIDGE NATIONAL LABORATORY

OPERATED BY UNION CARBIDE CORPORATION • FOR THE U.S. ATOMIC ENERGY COMMISSION

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### III. Immunotherapy of Cancer and Immunocompetent Cells

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#### TREATMENT OF ACUTE LEUKEMIA: AN EXPERIMENTAL IMMUNOLOGIC APPROACH

C. L. Edwards, C. C Congdon, N. Gengozian, H. Vodopick, and G. A. Andrews

From the Oak Ridge Institute of Nuclear Studies, and Biology Division,  
Oak Ridge National Laboratory, Oak Ridge, Tenn.

This is a report of an attempt at immunotherapy of acute leukemia in a 3-year-old boy. The protocol was designed to test for a therapeutic effect of "immunized" thoracic duct lymphocytes in human leukemia analogous to the effect demonstrated for isologous hematopoietic tissue in murine leukemia<sup>1</sup> and homologous and heterologous immune lymphocytes in certain murine tumors.<sup>2,3</sup> Our specific protocol in the present case was based on the work of Delorme and Alexander.<sup>4</sup>

After explaining in detail the rationale and nature of the experimental method to the parents, two billion nucleated cells (more than 90% lymphoblasts) were aspirated from the patient's bone marrow and irradiated with 10,000 R from a <sup>137</sup>Cs source. The irradiated cells were injected intramuscularly into the donor (patient's mother). The patient was then treated with methotrexate (2.5 mg) and prednisone (40 mg/day) for 17 days, after which the methotrexate was discontinued and the prednisone was decreased at increments of 10 mg/day every 3 days. On the 18th day the donor's thoracic duct was cannulated; the lymph was collected in a refrigerated plastic blood receptacle containing ACD solution; and at 3-hr intervals for 4 days the lymphocytes were harvested by centrifugation and infused into the patient. A total of  $1.6 \times 10^{10}$  cells was given.

At the onset of the infusion a bone marrow aspirate was hypocellular, but peripheral blood values indicated that the disease was going into remission. A hematologic remission was achieved and maintained for 15 weeks without further therapy. Bone marrow examination during the 16th week showed blast cells, and the patient was placed on vincristine and prednisone.

The anticipated possible hazards to the donor included: (1) an immediate or early sensitivity reaction to the injected bone marrow cells; (2) complications of the thoracic duct cannulation; (3) depletion of constituents of the thoracic duct lymph; and (4) (conceivably) the transmission of the leukemia. The patient's mother experienced no reaction to the injected cells. The thoracic duct cannulation was done under local anesthesia with only moderate postoperative discomfort and minimal disability. There was no quantitative depletion of circulating leukocytes or serum globulin, although there was a transient drop in the

serum albumin. The leukemic cells were irradiated to assure nonviability, although efforts by others to transmit leukemia using viable cells have failed.<sup>5</sup>

The anticipated risks to the patient include: (1) an anaphylactoid or other immediate reaction to the infused lymphocyte suspension; (2) a graft-vs-host (secondary disease) reaction; and (3) deprivation of conventional chemotherapy. The patient experienced a mild febrile reaction not clearly due to the infusion during the infusion period, which was otherwise uncomplicated. The only symptom suggestive of a graft-vs-host reaction was a faint transient maculopapular rash in the 4th postinfusion week. Conventional chemotherapy was administered before the infusion to decrease the leukemic cell population against which the lymphocytes were to exert their effect. Maintenance therapy was withheld for 16 weeks to permit further observations after the experimental treatment.

Apparently the hazards of this procedure are sufficiently small to warrant further attempts. Modification of the protocol to delete prednisone during the infusion period is planned. Further *in vitro* testing for an elicited immune response is also planned.

#### References

<sup>1</sup>G. Mathé, "Secondary syndrome: A stumbling block to the treatment of leukemia by whole body irradiation and transfusion of allogenic hematopoietic cells," in *Diagnosis and Treatment of Acute Radiation Injury*, World Health Organization, International Documents Service, New York, 1961.

<sup>2</sup>M. F. A. Woodruff and M. O. Symes, "The use of immunologically competent cells in the treatment of cancer; experiments with a transplantable mouse tumor," *Brit. J. Cancer* 16(4), 707 (1962).

<sup>3</sup>M. F. A. Woodruff, M. O. Symes, and N. F. Anderson, "The effect of intraperitoneal injection of thoracic duct lymphocytes from normal and immunized rats in mice inoculated with Landshutz ascites tumor," *Brit. J. Cancer* 17(3), 482 (1963).

<sup>4</sup>E. J. Delorme and Peter Alexander, "Treatment of primary fibrosarcoma in the rat with immune lymphocytes," *Lancet* 2, 171 (1964).

<sup>5</sup>J. B. Thiersch, "Attempted transmission of acute leukemia from man to man by the sternal marrow route," *Cancer Res.* 6, 695 (1946).

#### IMMUNOLOGIC PROPHYLAXIS AND THERAPY OF SPONTANEOUS MAMMARY TUMORS

J. Voege, R. Bonhag, and D. W. Weiss

From the Department of Bacteriology and Immunology, and Cancer Research Genetics Laboratory, University of California, Berkeley, Calif.

A methanol extraction residue of killed attenuated tubercle bacilli of the BCG strain (MER), which acts as a general stimulator of immunologic responsiveness,<sup>1-3</sup> has been found capable of retarding the growth of isografts of spontaneous tumors in mice even when administered *after* implantation of the

## MEMORANDUM

TO Those Listed Below DATE July 11, 1967  
SUBJECT PROTOCOL FOR THE IMMUNOTHERAPY OF ACUTE LEUKEMIA  
COPIES TO File

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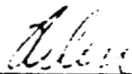
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After our discussion with Dr. Peter Alexander, it was felt that our protocol for the immunotherapy of acute leukemia should be amended. Enclosed is a revision of the protocol which incorporates some of these changes that were proposed.

Please feel free to make any further amendments. If there is any omissions which should be included, please note this also.

We would hope to have a "working" protocol ready in expectation for our next suitable patient. I would appreciate it if you would forward your comments to me so that a written final plan can be drawn up.

Thank you for your help.

  
\_\_\_\_\_  
Helen A. Vodopick, M.D.

/1

Copies To: ✓ Dr. Andrews  
Dr. Congdon  
Dr. Edwards  
Dr. Gengozian

1116177

Andrew

AMENDED PROTOCOL FOR THORACIC DUCT CANNULATION - LYMPHOCYTE INFUSION

1. Disease -

leukemia untreated - probably child,

or solid tumor, incurable but to apparent limited extent.

ABO compatible normal person to receive killed malignant cells and to donate "sensitized thoracic duct lymphocytes.

2. Collection of malignant cells - either leukemic cells obtained by bone marrow aspiration (anticoagulant 4% K<sub>2</sub> EDTA) or piece of solid tumor minced and washed with Tc 199. For preservation: autologous serum 50% + 20% DMSO in Tc 199; ratio 1:1 with cell suspension.

a) Freeze by means of slow freeze liquid nitrogen (1°C/min) to preserve these cells for future use;

b) Remove DMSO before irradiation and wash with Hank's buffered salt solution;

c) Irradiate with 10,000 R or more just before giving.

3. Route of sensitizing dose - intralymphatic into normal recipient.

Use Sweeney adaptor to remove large particles.

4. Thoracic duct cannulation of "sensitized" recipient -

Time of cannulation: Day 4-7. Check for pyroninophilic cells in thoracic duct lymph and in blood smears (possibly use this to determine when cannulation should be done).

5. Before infusion of lymphocytes into recipient -

a) leukemic - patient should be in full remission. No steroids are given during administration. Stop antileukemic drugs just before commencing lymph infusion.

After infusions - ? continue antileukemic drugs.

b) solid tumor - ? immunosuppressive agent to patient before sensitized lymphocytes are given.

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6. Lymph collections -

- a) room temperature
- b) anticoagulant heparin, ~100 u, in 25 ml 5% dextrose/water
- c) spin blood bottles, 200 x g
- d) do not wash cells (keep lymph to minimum)
- e) Collections every 3 hrs - check sizing (pick up larger pyroninophilic cells later this way)
- f) Keep sufficient number of cells for
  - 1) cell count
  - 2) smears - Wright's and methyl green - pyronine Y stains
- g) Infuse into patient as soon as processed.

7. Rx for reaction - to control possible graft versus host reaction.

- a) steroids
- b) Imuran - when temperature rises, diarrhea, skin rash, not attributable to anything else occurs.

8. Evaluation of effect -

- a) Clinical remission or regression of tumor
- b) In vitro testing.



IN REPLY REFER TO:  
MC:HN

UNITED STATES  
ATOMIC ENERGY COMMISSION

Oak Ridge, Tennessee  
June 27, 1961

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Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

Reference is made to Article II, Section 3, of your Contract No. AT-(40-1)-GEN-33 and to Paragraph 1 of Modification No. 28 to said contract.

Pursuant to the provision first mentioned you are hereby notified that the Government desires to increase its obligation under said contract in the amount of \$914,506.00. As a result of this increase, the total obligation of funds as of the date of this supplement is in the amount of \$24,570,133.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION  
Principal Systems P1

BY: \_\_\_\_\_  
(Contracting Officer)

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

TITLE: Executive Director

DATE: June 28, 1961

CERTIFIED TRUE COPY  
BY [Signature]



UNITED STATES  
ATOMIC ENERGY COMMISSION

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APPROVED             
            
            
RETURN TO  
CONTRACT SECTION

IN REPLY REFER TO:

MC:HN

Oak Ridge, Tennessee  
September 25, 1961

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

Reference is made to Article II, Section 3, of your Contract No. AT-(40-1)-GEN-33 and to Paragraph 1 of Modification No. 28 to said contract.

Pursuant to the provision first mentioned you are hereby notified that the Government desires to increase its obligation under said contract in the amount of \$337,000.00. As a result of this increase, the total obligation of funds as of the date of this supplement is in the amount of \$24,907,133.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ R. G. Humphries  
(Contracting Officer)

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

TITLE: EXECUTIVE DIRECTOR

DATE: 2 October 1961

*File, Down*

1116181

UNITED STATES  
ATOMIC ENERGY COMMISSION

Contractor: Oak Ridge Institute of Nuclear Studies  
Contract No.: AT-(40-1)-GEN-33  
Modification No. 30

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CERTIFIED A TRUE COPY  
BY Glenn Brown

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Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear Studies  
Modification No. 30

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 17th day of October, 1961, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented herein by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor"), an educational corporation, not for profit, organized and existing under the laws of the State of Tennessee and having its principal office at Oak Ridge, Tennessee;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor have entered into Contract No. AT-(40-1)-GEN-33, effective as of March 18, 1947, providing for the conducting by the Contractor of certain educational and research programs in nuclear and related sciences; and

WHEREAS, said contract has been previously amended by Modifications Nos. 1 - 29; and

WHEREAS, the parties desire to amend the contract further for the purpose of extending its term, making other changes in its terms, and integrating in a single document all of its terms effective on and after its execution by the parties; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954;

NOW, THEREFORE, the parties hereto do mutually agree that Contract No. AT-(40-1)-GEN-33 as previously amended is further amended to read as follows:

ARTICLE I - DESCRIPTION OF WORK AND SERVICES

1. The basic undertaking of the Contractor under this contract is the management, operation and maintenance of certain research, training, hospital, and educational facilities owned by the Government at Oak Ridge, Tennessee, or elsewhere. Within this broad framework, the Contractor shall, subject to the over-all supervision and control of the Commission, and in accordance with general programs agreed to by the Contractor and the Commission in writing from time to time, furnish the personnel, the supplies, equipment, facilities and services, including maintenance, not furnished by the Government, necessary to perform the work hereinafter set forth. In the absence of applicable directions and instructions from the Commission, the Contractor will use its best judgment, skill and care in all matters

pertaining to the performance of this contract. The contract work includes the following:

a. Maintain a central administrative organization at Oak Ridge, Tennessee, to arrange, administer and accomplish such programs of education in nuclear and related sciences as shall be mutually agreed upon by the Contractor and the Commission.

b. Arrange with a recognized University, approved by the Commission, for the conduct, in facilities provided by the Government at Oak Ridge, Tennessee, of an academically recognized graduate training program in nuclear and related sciences, leading to the Master's or Doctor's degrees, for the benefit of regular employees of the Government's operating contractors at Oak Ridge and for such others as may be approved by the Commission. The Contractor shall not enter into any such arrangement unless the terms and conditions thereof have received the approval of the Commission.

c. Arrange for and administer programs, through fellowships or otherwise, subject to the approval of the Commission, under which selected graduate students from qualified educational, training, and research institutions may carry out thesis research for the degree of Doctor of Philosophy or other graduate credits by participation in the research programs in the Commission's facilities at Oak Ridge.

d. Encourage, by methods consistent with the general policy of and to the extent approved by the Commission, the development, by educational institutions in the southern region of the United States, of their own programs of research and graduate instruction in nuclear and related sciences; and make arrangements with the Commission's operating contractors at Oak Ridge whereby scientific staff members and research workers of qualified institutions can participate, to the extent approved by the Commission and the operating contractors, in the research programs of said operating contractors at Oak Ridge.

e. Arrange and conduct, in and with facilities to be provided by the Commission at Oak Ridge, Tennessee, such educational and training programs in the field of nuclear and related sciences, as may be agreed upon from time to time by the Commission and the Contractor.

f. Perform such advisory and consultative functions as may be requested by the Commission and agreed upon by the Contractor.

g. Arrange and conduct, in and with facilities to be provided by the Commission at Oak Ridge, Tennessee, a clinical investigative and research program using radioactive substances and radiation in

the study, diagnosis and treatment of cancer and allied diseases, and such other diseases as the Commission may, from time to time, approve for clinical investigation and research. Such program may include but is not limited to the following:

- (1) Hospitalization, care, treatment and transportation of patients without charge to patients.
- (2) Preparation of bodies of deceased patients for burial and performance of autopsies.
- (3) Transportation and burial of bodies of deceased persons.
- (4) Training of, and research participation by, resident physicians, research fellows, staff members of participating medical schools and hospitals, and individuals.
- (5) Development of designs for and fabrication of instruments and special experimental equipment to facilitate clinical investigations related to the use of radioactive substances.

h. Maintain and operate a program in nuclear energy exhibits to the extent approved by the Commission. Such program may include but not be limited to the following:

- (1) Maintenance and operation of a museum of atomic energy in and with facilities to be provided by the Commission at Oak Ridge. The museum shall be open to the public.
- (2) Developing and conducting programs of public education in atomic energy outside of Oak Ridge utilizing circulating or traveling exhibits and related services through arrangements with other established organizations, national, state and local fairs and other suitable agencies.
- (3) Entering into arrangements with concessionaires for the use of portions of the museum premises for the sale of food, beverages, literature and souvenir merchandise. All such arrangements shall be in such form as approved by the Commission and the Commission may in its discretion designate the concessionaire with whom arrangements will be made.

i. Operate and maintain a technical library at Oak Ridge, Tennessee, and furnish library services to the Commission or its designees including but not limited to providing reading room facilities, references and bibliographical services and delivery and circulation services.

j. Arrange for, award and administer such fellowship programs for research and training in the physical, biological, medical, agricultural, and engineering sciences related to nuclear energy, as the Commission may from time to time authorize in writing. The Commission will establish the number of awards, amount of stipend and travel allowances, payment of tuition and fees, fields of research and training, duration of fellowship and the institutions at which the fellowships may be held. The Contractor's methods of selection of fellows and their terms, conditions, and policies established for such fellowships shall be subject to approval in writing by the Commission.

k. The Contractor may render such services, including transfers of property to Federal agencies, to other cost-type contractors of the Commission at Oak Ridge, Tennessee, or elsewhere, as the Contractor is able to render without interfering substantially with the performance of its other responsibilities hereunder and as may be requested by the Commission or by such other cost-type contractors who represent to the Contractor that such services are requested in connection with the performance of their contracts. Such services shall be rendered on mutually agreeable terms and conditions and the Contractor shall receive compensation therefor from such other cost-type contractors to the extent that compensation is required by and in accordance with policies adopted from time to time by the Commission. The compensation received for performing such services shall be handled as a part of the advances of Government funds as provided in Article V. In the performance of such services the Contractor is authorized to use materials and equipment in its custody under this contract. The cost of such services shall constitute allowable costs under Article IV. With the approval of the Commission, the Contractor may render the same services, including transfers of property, to lump-sum or unit-price Commission contractors under the terms and conditions herein stated.

2. The Contractor may participate in fellowship and other educational, training or research programs supported in whole or in part by others than the Commission and may utilize in connection with such programs, facilities, or funds provided under this contract but only to the extent and under terms and conditions approved by the Commission in writing in each case. One of the factors which will be taken into consideration by the Commission is the amount and disposition of any donation, contribution or subsidy granted to the Contractor by such other supporting entity.

3. The Contractor shall perform in its own facilities, and provide therefor necessary maintenance, janitorial, and utility services (but not telephone services), such contract activities as may be agreed upon between the Commission and the Contractor in writing. The extent of the work which shall be so carried on in the Contractor's facilities and the cost allowance to be paid the Contractor for such use of its facilities is stated in Article IV, Item 2. p. of this contract. Periodic and special reviews of work to be performed in the Contractor's facilities and the cost allowance therefor will be accomplished and the revised agreement stated as provided in such Item 2. p. of Article IV. Contract work of the type specified elsewhere in the contract to be done "in", or "in and with" facilities to be provided by the Commission may be included in the statement of work to be performed in the Contractor's facilities under this paragraph without thereby indicating any right or title of the Commission in or to the Contractor's facilities or any specific part thereof.

4. Upon the request by the Commission and acceptance thereof by the Contractor, the Contractor shall procure by subcontract the construction of new facilities or repair of Government-owned facilities needed for the performance of work under this contract. Any subcontract entered into under this paragraph shall be subject to the written approval of the Commission and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration and/or repair, including painting and decorating, of a public building or public work.

#### ARTICLE II - TERM, ESTIMATES OF COST, OBLIGATION OF FUNDS

1. Term. The term of this contract shall continue until June 30, 1967. On or before January 1, 1967, the Contractor will give written notice to the Government as to whether it desires to continue operations after June 30, 1967. If the Contractor is willing to continue operations and the Government desires to extend the term of this contract, the parties hereto agree to enter into negotiations looking to the execution of an agreement for such extended term on such conditions as shall be mutually agreeable.

2. The presently estimated cost of the work under this contract through June 30, 1962 is Twenty-four Million, Nine Hundred Seven Thousand, One Hundred Thirty-three Dollars (\$24,907,133.00), inclusive of the Contractor's overhead allowance and fixed cost allowance.

3. Obligation of Funds. The amount presently obligated by the Government with respect to this contract is Twenty-four Million, Nine Hundred Seven Thousand, One Hundred Thirty-three Dollars (\$24,907,133.00).

4. Revised Obligation of Funds. The amount presently obligated for the work under this contract may be increased unilaterally by the Commission by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract) and such revised obligation shall be deemed substituted in 2. above as the amount obligated with respect to this contract.

5. Limitation of Obligation. Payments on account of costs shall not in the aggregate at any time exceed the amount of funds presently obligated hereunder.

6. Notice of Costs Approaching Funds Obligated - Contractor Excused Pending Increase When Obligation is Reached. Whenever the Contractor has reason to believe that the total cost of the work under this contract will be substantially greater or less than the amount presently obligated for the work the Contractor shall promptly notify the Contracting Officer in writing. The Contractor shall also notify the Contracting Officer in writing when the aggregate of expenditures and outstanding commitments allowable under this contract, including the Contractor's overhead and fixed-cost allowances leaves available funds sufficient only to continue operations for forty-five (45) days. When such expenditures and outstanding commitments, including the Contractor's overhead and fixed-cost allowances equal one hundred percent (100%) of such amount the Contractor shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the Contracting Officer thereafter shall increase the funds obligated with respect to this contract.

7. Government's Right to Terminate Not Affected. The giving of any notice by either party under this article shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the clause entitled "Termination".

8. Cost Information. The Contractor shall maintain current cost information adequate to reflect the cost of performing the work under this contract at all times while the work is in progress, and shall prepare and furnish to the Government such written estimates of cost and information in support thereof as the Contracting Officer may request.

9. Correctness of Estimates not Guaranteed. Neither the Government nor the Contractor guarantees the correctness of any estimate of cost for performance of the work under this contract.

ARTICLE III - CONSIDERATION

Payment for allowable costs, including the fixed overhead and cost allowances as hereinafter provided, shall constitute complete compensation for the Contractor's services under this contract.

ARTICLE IV - ALLOWABLE COSTS

1. Allowable Cost. The allowable cost of performing the work under this contract shall be the costs and expenses (less applicable income and other credits) that are actually incurred by the Contractor in the performance of the contract work in accordance with its terms, that are necessary or incident thereto, and are determined to be allowable pursuant to this paragraph. 1. The determination of the allowability of cost hereunder shall be based on: (a) reasonableness, including the exercise of prudent business judgment, (b) consistent application of generally accepted accounting principles and practices that result in equitable charges to the contract work, and (c) recognition of all exclusions and limitations set forth in this clause or elsewhere in this contract as to types or amounts of items of cost. Allowable cost shall not include cost of any item described as unallowable in Section 3 of this clause, except as indicated therein. Failure to mention an item of cost specifically in Section 2 or Section 3 shall not imply either that it is allowable or that it is unallowable.

2. Examples of Items of Allowable Cost. Subject to the other provisions of this clause, the following examples of items of cost of work done under this contract shall be allowable to the extent indicated:

- a. Bonds and insurance including self-insurance, as provided in the clause entitled "Required Bonds and Insurance".
- b. Communication costs, including telephone services, local and long distance calls, telegrams, cablegrams, radiograms, postage, and similar items.
- c. Consulting services (including legal and accounting), and related expenses, as approved by the Contracting Officer.
- d. Litigation expenses, including reasonable counsel fees, incurred in accordance with the clause of this contract entitled "Litigation and Claims".
- e. Losses and expenses (including settlements made with the consent of the Contracting Officer) sustained by the Contractor in the performance of this contract and certified in writing by the Contracting Officer to be just and reasonable, except the losses and expenses expressly made unallowable under other provisions of this contract.

f. Materials, supplies and equipment, including freight, transportation, material handling, inspection, storage, salvage, and other usual expenses incident to the procurement, use and disposition thereof, subject to approvals required under other provisions of this contract.

g. Patents, purchased design, and royalty payments to the extent expressly provided for under other provisions in this contract or as approved by the Contracting Officer; and, preparation of invention disclosures, reports and related documents, and searching the art to the extent necessary to make such invention disclosures in accordance with the Patent Clause of this contract.

h. Personnel costs and related expenses incurred in accordance with Appendix A, or amendments thereto, such as:

(i) salaries and wages; overtime, shift differential, holiday and other premium pay for time worked; non-work time including vacations, holidays, sick, funeral, military, jury, witness, and voting leave; salaries and wages to employees in their capacity as union stewards and committeemen for time spent in handling grievances, negotiating agreements with the Contractor, or serving on labor-management (contractor) committees;

(ii) legally required contributions to old age and survivors' insurance, unemployment compensation plans and workmen's compensation plans (whether or not covered by insurance); voluntary or agreed upon plans providing benefits for retirement, separation, life insurance, hospitalization, medical-surgical and unemployment (whether or not such plans are covered by insurance);

(iii) travel (except foreign travel, which requires specific approval by the Contracting Officer on a case-by-case basis); incidental subsistence and other allowances of Contractor employees, in connection with performance of work under this contract (including new employees reporting for work and transfer of employees, the transfer of their household goods and effects and the travel and subsistence of their dependents);

(iv) employee relations, welfare, morale, etc., programs, including incentive or suggestion awards, employee counseling services, health or first-aid clinics and house or employee publications;

(v) personnel training (except special education and training courses and research assignments calling for attendance at

educational institutions which require specific approval by the Contracting Officer on a case by case basis) including apprenticeship training programs designed to improve efficiency and productivity of contract operations, to develop needed skills and to develop scientific and technical personnel in specialized fields required in the contract work;

(vi) recruitment of personnel (including help-wanted advertisement) including services of employment agencies at rates not in excess of standard commercial rates, employment office, travel of prospective employees at the request of the Contractor for employment interviews; and

(vii) net cost of operating plant-site cafeterias, dining rooms and canteens attributable to the performance of the contract. Appendix A may be modified from time to time, in writing, without execution of an amendment to this contract for the purposes of effecting any changes in or additions to Appendix A as may be agreed upon by the parties.

i. Repairs, maintenance, inspection, replacement and disposal of Government-owned property and the restoration of cleanup of site and facilities to the extent directed or approved by the Contracting Officer.

j. Subcontracts and purchase orders, including purchases from contractor-controlled sources, subject to approvals required by other provisions of this contract.

k. Subscriptions to trade, business, technical, and professional periodicals, as approved by the Contracting Officer.

l. Taxes, fees, and charges levied by public agencies which the Contractor is required by law to pay, except those which are expressly made unallowable under other provisions of this contract.

m. Utility services, including electricity, gas, water, steam and sewerage.

n. The salary (including related payroll expenses and employee benefits) of the Contractor's Assistant Treasurer.

e. A fixed overhead allowance to be agreed upon in writing as follows:

On or before April 1 of each year the parties shall negotiate a fixed overhead allowance in connection with the Contractor's services to be performed during the ensuing fiscal year. Such overhead allowance shall constitute full compensation for and shall be paid in lieu of allowable costs for the items listed below. It is agreed that this fixed overhead allowance is not subject to retroactive adjustment; provided, however, in the event of a major change in the scope of the contract which would have a material effect on items covered by such allowance the parties will negotiate an equitable adjustment of the allowance. In the event the parties fail to agree upon the overhead allowance for the ensuing fiscal year before the beginning of that year, an allowance shall be paid during a new year provisionally at the rate previously effective but to be adjusted to the new rate effective as of the beginning of such year when agreement is reached. Failure of the parties to agree upon the fixed overhead allowance or the items to be covered thereby shall be resolved pursuant to the article of this contract entitled "Disputes".

- (1) The salary, retirement, group insurance, social security and unemployment taxes of the Contractor's Executive Director.
- (2) Board and council travel except as provided in item q. below.
- (3) Reception and orientation.
- (4) Charitable contributions.
- (5) Professional services for general corporate legal work and CPA audit of corporate affairs.
- (6) President's office.
- (7) Such other items as may be mutually agreed upon.

The allowance provided for in this item e. is agreed to be \$2,320.00 per month for the period commencing on July 1, 1961, and ending on June 30, 1962.

p. A fixed cost allowance as provided in (1) below for the period July 1, 1961 - June 30, 1962, and thereafter to be agreed upon in writing as follows:

On or before April 1 of each year the parties shall review the extent of the contract work being performed in the Contractor's facilities during the then current fiscal year and the extent of such work projected or anticipated for the ensuing fiscal year and shall agree upon both a fixed cost allowance for the ensuing year and the statement of contract activities to be performed in the Contractor's facilities which are the basis for the stated cost allowance. Such cost allowance shall constitute full compensation for the use of Contractor-owned facilities (including maintenance, janitorial and utility service other than telephone) devoted to the contract work. It is agreed that this fixed cost allowance is not subject to retroactive adjustment; provided, however, in the event of a major change in the scope of work to be performed in the Contractor's facilities, the parties will negotiate an equitable adjustment of cost allowance. In the event the parties fail to agree upon the cost allowance for the ensuing fiscal year before the beginning of that year, a cost allowance shall be paid during a new fiscal year provisionally at the rate previously effective but to be adjusted to the new rate effective as of the beginning of such year when agreement is reached. Failure of the parties to agree upon a fixed cost allowance related to the contract work to be performed in the Contractor's facilities shall be resolved pursuant to the article of this contract entitled "Disputes", with the Commission's cost of providing Government-owned facilities for like activities constituting the question of fact which when ascertained shall be the amount of the cost allowance for the appropriate year.

*place with minor*

(1) The fixed cost allowance under this Item p. for the period July 1, 1961 - June 30, 1962, is agreed to be \$2,133.00 per month. This sum is related to performance in the Contractor's facilities of the same activities described for the immediately preceding period, and such other activities as may be agreed to be performed in such facilities which do not constitute a "major change" within the meaning of those words above in this Item p.

q. Expense of local transportation at Oak Ridge, Tennessee (including transportation to and from carriers' terminals in the vicinity of Oak Ridge) of the Contractor's membership as represented by its Council and/or its Board of Directors in connection with the regular meetings of such membership.

3. Examples of Items of Unallowable Costs. The following examples of items of cost are unallowable under this contract, except to the extent included in the fixed overhead or cost allowances provided above, and except to the extent indicated:

a. Advertising except help wanted advertising, and other advertising, such as cost of participation in exhibits, approved by the Contracting Officer as clearly in furtherance of work performed under the contract.

b. Bad debts (including expenses of collection) and provisions for bad debts arising out of other business of the Contractor.

c. Bidding expenses and costs of proposals arising out of other business of the Contractor.

d. Bonuses and similar compensation under any other name, which are not pursuant to an agreement between the Contractor and employee prior to the rendering of the services or an established plan consistently followed by the Contractor; in any event such bonuses shall be unallowable if profit sharing, or if the Contractor's contribution is measured by the earnings of the whole or segment of the Contractor's organization.

e. Central and branch office expenses of the Contractor, except as specifically set forth in the contract.

f. Commissions, bonuses and fees (under whatever name) in connection with obtaining or negotiating for a Government contract or a modification thereto.

g. Contingency reserves, provision for.

h. Contributions and donations.

i. Depreciation in excess of that calculated by application of methods approved for use by the Internal Revenue Service under the Internal Revenue Code of 1954, as amended, including the straight-line, declining balance (using a rate not exceeding twice the rate which would have been used had the depreciation been computed under

the straight-line method), or sum-of-the-years-digits method, on the basis of expected useful life, to the cost of acquisition of the related fixed assets less estimated salvage or residual value at the end of the expected useful life.

j. Dividend provisions or payments and, in the case of sole proprietors and partners, distributions of profit.

k. Entertainment costs, except the costs of such recreational activities for on-site employees as may be approved by the Contracting Officer or provided for elsewhere in this contract.

l. Fines and penalties including assessed interest, resulting from violations of, or failure of the Contractor to comply with Federal, state, or local laws or regulations, except when incurred in accordance with the written approval of the Contracting Officer as a result of compliance with the provisions of this contract.

m. Government-furnished property, except to the extent that cash payment therefor is required pursuant to procedures of the Commission applicable to transfers of such property to the Contractor from others:

n. Insurance (including any provision of a self-insurance reserve) covering business interruption or use and occupancy, insurance on any person where the Contractor under the insurance policy is the beneficiary directly or indirectly, and insurance against loss of or damage to Government property as defined in Clause X.

o. Interest, however represented, except interest incurred in compliance with clause entitled "State and Local Taxes", bond discounts and expenses, and costs of financing and refinancing operations.

p. Legal, accounting and consulting services and related costs incurred in connection with the preparation of prospectuses, preparation and issuance of stock rights, organization or reorganization, prosecution or defense of antitrust suits, prosecution of claims against the United States, contesting actions or proposed actions of the United States, and prosecution or defense of patent-infringement litigation.

q. Losses (including litigation expenses, counsel fees, and settlements) on, or arising from the sale, exchange, or abandonment of capital assets, including investments; losses on other contracts, including the Contractor's contributed portion under cost-sharing contracts; losses in connection with price reductions to and discount purchases by employees and others from any source; and losses where such losses or expenses --

(i) are compensated for by insurance or otherwise or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its own fault or negligence;

(ii) result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, corporate officers, or a supervising representative of the Contractor;

(iii) represent liabilities to third persons for which the Contractor has expressly accepted responsibility under other terms of this contract.

r. Maintenance, depreciation, and other costs incidental to the Contractor's idle or excess facilities (including machinery and equipment) other than reasonable standby facilities.

s. Membership in trade, business, and professional organizations except as approved by the Contracting Officer.

t. Precontract costs, except as expressly made allowable under other provisions in this contract.

u. Research and development costs, unless specifically provided for elsewhere in this contract.

v. Selling and distribution activities and related expenses not applicable to the performance of this contract.

w. Taxes, fees and charges in connection with financing, re-financing, or refunding operations, including the listing of securities on exchanges; taxes which are paid contrary to the clause entitled "State and Local Taxes"; taxes on income and excess profits; and special assessments on land which represent capital improvement.

x. Travel expenses of the Contractor's responsible supervising representative, and officers, proprietors, executives, administrative heads and other employees of the Contractor's central office or branch office organizations concerned with the general management, supervision and conduct of the Contractor's business as a whole, except to the extent that particular travel is in connection with the contract.

4. Fellowships. It is understood and agreed that the Contractor will not use any funds or facilities provided under this contract to confer a fellowship upon any person who advocates or is a member of an organization or party that advocates the overthrow of the Government of the United States by force or violence or if the Commission finds upon investigation by the designated investigating agency on the character, associations and loyalty of such person, that reasonable grounds exist for belief that such person is disloyal to the Government of the United States. Upon request by the Contractor, the Commission shall arrange for investigation by the designated investigating agency of any person on whom the Contractor has decided to confer a fellowship; and the Commission shall transmit to the Contractor, upon report by the designated investigating agency, the Commission's findings based thereon. A "Q Clearance" or "Fellowship Approval" granted to such person by the Commission shall be deemed to express the Commission's finding that reasonable grounds do not exist for belief that such person is disloyal to the Government of the United States. As used herein the term "designated investigating agency" means the United States Civil Service Commission or the Federal Bureau of Investigation, or both, as determined pursuant to the provisions of the Atomic Energy Act of 1954 or the provisions of any pertinent appropriation act.

#### ARTICLE V - PAYMENTS AND ADVANCES

1. Advances for Allowable Cost. The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer shall be made from advances of Government funds.

2. Special Bank Account - Use. All advances of Government funds shall be made by check payable to the Contractor and shall be deposited only in the Special Bank Account referred to in the Agreement for Special Bank Account, which is attached hereto and incorporated into this contract as an appendix. The Contractor shall likewise deposit in the Special Bank Account any other revenues received by the Contractor in connection with the work under this contract. No part of the funds in the Special Bank Account shall be (a) mingled with any funds of the Contractor or (b) used for a purpose other than that of making payments for costs allowable under this contract or payments

for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer shall at any time determine that the balance on such bank account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.

3. Title to Funds Advanced. Title to the unexpended balance of any funds advanced and of any bank account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the bank of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title, or interest in or to such advance other than the right to make expenditures therefrom as provided in this clause.

4. Review and Approval of Costs Incurred. The Contractor shall prepare and submit annually as of June 30 a voucher, for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the voucher, and the Commission, after audit and appropriate adjustment will approve such voucher. This approval by the Commission will constitute an acknowledgement by the Commission that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the Contractor in accordance with the Commission accounting policies, but will not relieve the Contractor of responsibility for the Commission's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to the Commission.

5. Financial Settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs and fixed fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after (a) compliance by the Contractor with the Commission's patent clearance requirements, and (b) the furnishing by the Contractor of:

- (1) an assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, or other credits applicable to allowable costs under the contract;
- (2) a closing financial statement; and
- (3) the accounting for Government-owned property required by the clause entitled "Property".

(4) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(ii) claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(iii) claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

In arriving at the amount due the Contractor under this clause, there shall be deducted (1) any claim which the Government may have against the Contractor in connection with this contract, and (2) deductions due under the terms of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the Special Bank Account may be applied to the amount due and any balance shall be returned to the Government forthwith.

6. Claims. Claims for credit against funds advanced or for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.

7. Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that such action is not in the best interest of the Government.

8. Revenues. All revenues other than the Contractor's fixed overhead and cost allowances and fixed fee or fees, if any, accruing to the Contractor in connection with the work under this contract shall be Government property and shall be deposited in the Special Bank Account to be available for payment of allowable cost under this contract.

9. Direct Payment of Charges - Deductions. The Government reserves the right, upon ten days' written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the Contractor therefor.

#### ARTICLE VI - RESPONSIBILITY OF CONTRACTOR - CONTINGENCIES

In view of the fact that the Contractor is undertaking performance of the work hereunder without fee, it is agreed that all work under this contract is to be performed at the expense of the Government, and that the Contractor shall not be liable for, and the Government shall, subject to the availability of appropriate funds, indemnify the Contractor against any delay, failure, loss, expense (including expense of litigation and attorney fees) or damage (including personal injuries and deaths of persons and damage to property of any kind whether due to negligence or to any cause whatsoever), arising out of the performance of the work, unless such delay, failure, loss, expense or damage is compensated for by insurance or otherwise, or is caused by wilful misconduct or bad faith on the part of any corporate officer of the Contractor or on the part of the Contractor's representative responsible for direction of the whole of the work hereunder or unless such loss, expense, damage, or liability is an unallowable cost by the provisions of Article IV.

#### ARTICLE VII - CHANGES

The Commission may at any time by written order issue additional instructions or require additional work or services to be performed hereunder by the Contractor, or direct the omission of work or services covered by this contract. No such changes causing a material increase or decrease in the amount or character of the work or services to be performed under this contract will be directed by the Commission until this contract is modified accordingly by mutual agreement of the parties hereto.

#### ARTICLE VIII - ACCOUNTS, RECORDS AND INSPECTION

1. Accounts. The Contractor shall maintain a separate and distinct set of accounts, records, documents and other evidence showing and supporting all allowable costs incurred, revenues or other applicable credits, and the receipt, use, and disposition of all Government property coming into the

possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to the Commission and in accordance with generally accepted accounting principles consistently applied.

2. Inspection and Audit of Accounts and Records. All books of account and records relating to this contract shall be subject to inspection and audit by the Commission at all reasonable times, before and during the period of retention provided for in 4. below, and the Contractor shall afford the Commission proper facilities for such inspection and audit.

3. Audit of Subcontractors' Records. The Contractor also agrees, with respect to any subcontracts (including lump-sum or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to conduct an audit of the costs of the subcontractor in a manner satisfactory to the Commission or to have the audit conducted by the next higher tier subcontractor in a manner satisfactory to the Contractor and the Commission, except when the Commission elects to waive such audit or approves other arrangements for the conduct of the audit.

4. Disposition of Records. Except as agreed upon by the Government and the Contractor, all financial and cost reports, books of account and supporting documents, and other data evidencing costs allowable and revenues and other applicable credits under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract and final audit of all accounts hereunder. All other records in the possession of the Contractor relating to this contract shall be preserved by the Contractor at the expense of the Commission for a period of six (6) years after settlement of the contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

5. Reports. The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.

6. Inspections. The Commission shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.

7. Subcontracts. The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs 1. through this Paragraph 7. of this clause in all subcontracts (including lump-sum or unit-price subcontracts or purchase orders) of any tier entered into

hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

ARTICLE IX - DRAWINGS, DESIGNS, SPECIFICATIONS

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereof, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use shall be subject to the security and patent provisions, if any, of this contract.

ARTICLE X - PROPERTY

1. Title to Property. Title to all property furnished by the Government shall remain in the Government except as otherwise provided in this article. Except as otherwise provided by the Contracting Officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which is an allowable cost under this contract, shall pass directly from the vendor to the Government. The Contractor shall make such disposition of rejected items as the Contracting Officer shall direct. Title to other property, the cost of which is an allowable cost under this contract, shall pass to and vest in the Government upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of processing or use of such property in the performance of this contract, or (iii) payment of the cost thereof

from the Government's funds, whichever first occurs. Property furnished by the Government and property purchased or furnished by the Contractor title to which vests in the Government under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

2. Identification. To the extent directed by the Contracting Officer, the Contractor shall identify Government property coming into the Contractor's possession or custody by marking or segregation in such a way, satisfactory to the Contracting Officer, as shall indicate its ownership by the Government.

3. Disposition. The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Contracting Officer shall direct. When authorized in writing by the Contracting Officer during the progress of the work or upon completion or termination of this contract, the Contractor may, upon such terms and conditions as the Contracting Officer may approve, sell or exchange such property, or acquire such property at a price agreed upon by the Contracting Officer and the Contractor as the fair value thereof. The amount received by the Contractor as the result of any disposition, or the amount of the agreed fair value of any such property acquired by the Contractor, shall be applied in reduction of costs allowable under this contract, or shall be otherwise credited to account of the Government, as the Contracting Officer may direct. Upon completion of the work or the termination of this contract the Contractor shall render an accounting, as prescribed by the Contracting Officer, of all Government property which has come into the possession or custody of the Contractor under this contract.

4. Protection of Government Property - Classified Materials. The Contractor shall take all reasonable precautions, as directed by the Contracting Officer, or in the absence of such directions in accordance with sound industrial practice, to safeguard and protect Government property in the Contractor's possession or custody. Special measures shall be taken by the Contractor in the protection of and accounting for any classified or special materials involved in the performance of this contract, in accordance with the regulations and requirements of the Commission.

5. Risk of Loss of Government Property. The Contractor shall not be liable for loss or destruction of or damage to Government property in the Contractor's possession unless such loss, destruction or damage results from wilful misconduct or lack of good faith on the part of the Contractor's managerial personnel, or unless such loss, destruction or damage results from a failure on the part of the Contractor's managerial personnel, to take all reasonable steps to comply with any appropriate written directives of the Contracting Officer to safeguard such property under paragraph 4. hereof. The term "Contractor's managerial personnel" as used herein means the Contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of (a) all or substantially all of the Contractor's business; or (b) all or substantially all of the Contractor's operation at any one plant or separate location at which this contract is being performed; or (c) a separate and complete major industrial operation in connection with the performance of this contract; or (d) a separate and complete major construction, alteration or repair operation in connection with performance of this contract.

6. Steps to be Taken in Event of Loss. Upon the happening of any loss or destruction of or damage to Government property in the possession or custody of the Contractor the Contractor shall immediately inform the Contracting Officer of the occasion and extent thereof, shall take all reasonable steps to protect the property remaining, and shall repair or replace the lost, destroyed, or damaged property if and as directed by the Contracting Officer, but shall take no action prejudicial to the right of the Government to recover therefor and shall furnish to the Government on request all reasonable assistance in obtaining recovery.

7. Government-Property for Government Use Only. Government-property shall be used only for the performance of this contract.

#### ARTICLE XI - BONDS AND INSURANCE

Required Bonds and Insurance - Exclusion of Government Property. The Contractor shall procure and maintain such bonds and insurance as are required by law or at the written directions of the Contracting Officer. The terms of any such bond or insurance policy shall be submitted to the Contracting Officer for approval. In view of the provisions of Article X, the Contractor shall not procure or maintain for its own protection any insurance (including self-insurance or reserves) covering loss or destruction of or damage to Government-owned property.

ARTICLE XII - CONTRACTOR'S ORGANIZATION AND PROCEDURES

1. Organization Chart. As promptly as possible after the execution of this contract the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and organization of key personnel to be employed in connection with the work, and shall furnish from time to time supplementary information reflecting changes therein.
2. Supervising Representative of Contractor. Unless otherwise directed by the Contracting Officer, a competent resident supervising representative of the Contractor satisfactory to the Contracting Officer shall be in charge of the work at the site at all times.
3. Control of Employees. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Contractor fails to remove any employee from the contract work whom the Commission deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the Commission to be contrary to the public interest, the Government reserves the right to require the Contractor to remove the employee.
4. Approval of Assignment of Key Personnel. No person shall be selected by the Contractor to serve under this contract in a position designated by the Commission as a "key position" until there has been submitted to and approved by the Commission a statement of the qualifications, experience and salary of the nominee proposed for such assignment.
5. Approval of Procedures. As promptly as possible after the execution of this contract, the Contractor shall submit for approval of the Commission written procedures covering methods and practices proposed to be used in subcontracting, procurement, accounting, property management, source and fissionable materials accountability, and other activities under this contract, and shall furnish from time to time for Commission approval any proposed changes in such procedures.

ARTICLE XIII - SAFETY, HEALTH, AND FIRE PROTECTION

1. The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission. In the event that the Contractor fails to comply with said

regulations or requirements of the Commission, the Contracting Officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

2. Permits. Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State, territory or political subdivision in which the work under this contract is performed.

#### ARTICLE XIV -- SUBCONTRACTS AND PURCHASE ORDERS

When Subcontracts Authorized - Requirements Applicable to Subcontracts and Purchase Orders. The Contractor shall, when ordered by the Commission, and may, but only when authorized by the Commission, enter into subcontracts in writing for the performance of the work described in Article I hereof or any part of the work under this contract. All subcontracts for the performance of the work described in Article I shall be submitted to the Commission for approval. Purchase orders shall not be entered into by the Contractor for items whose purchase is expressly prohibited by the written directions of the Commission. The Commission reserves the right at any time to require that the Contractor submit any or all other contractual arrangements, including but not limited to purchase orders or classes of purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. The Contractor shall use methods, practices, or procedures in subcontracting which are acceptable to the Commission. Subcontracts and purchase orders shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation properly to supervise and coordinate the work of subcontractors) and shall be in such form and contain such provisions as are required by this contract or as the Commission may prescribe.

#### ARTICLE XV - PROCUREMENT FROM LABOR SURPLUS AREAS AND FROM SMALL BUSINESS CONCERNS

1. Use of Concerns in Labor Surplus Areas. It is the policy of the Government to place supply contracts with suppliers who will perform such contracts substantially in areas of current labor surplus where this can be done at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place its subcontracts in accordance with this policy

to the extent consistent with the efficient performance of this contract. In complying with the foregoing, the Contractor, in placing its subcontracts, shall observe the following order of performance:

- a. small business concerns located in labor surplus areas;
  - b. other concerns located in labor surplus areas;
  - c. small business concerns not located in labor surplus areas;
- and
- d. any other concerns.

2. Utilization of Small Business Concerns.

a. It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

b. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

ARTICLE XVI - INVENTIONS, PATENTS

1. Whenever any invention or discovery is made or conceived by the Contractor or its employees in the course of, in connection with, or under the terms of this contract, the Contractor shall furnish the Commission with complete information thereon; and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and rights under any application or patent that may result. The judgment of the Commission on these matters shall be accepted as final; and the Contractor, for itself and for its employees, agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

2. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Acts of 1946 and 1954 shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of, in connection with, or under the terms of this contract.

3. Except as otherwise authorized in writing by the Commission, the Contractor will obtain patent agreements to effectuate the purposes of Paragraphs 1. and 2. of this article from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will not have access to technical data.

4. Except as otherwise authorized in writing by the Commission, the Contractor will insert in all subcontracts provisions making this article applicable to the subcontractor and its employees.

ARTICLE XVII - COPYRIGHT

1. The Contractor agrees to and does hereby grant to the Government, and to its officers, agents, servants and employees acting within the scope of their official duties, (i) a royalty-free, nonexclusive and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, all copyrightable material first produced or composed under this contract by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and (ii) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Contractor in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent the Contractor now has, or prior to completion or final settlement of the contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

2. The Contractor agrees that it will exert all reasonable effort to advise the Commission, at the time of delivering any copyrightable or copyrighted work furnished under this contract, of any adversely held copyrighted or copyrightable material incorporated in any such work.

3. The Contractor agrees to report to the Commission promptly and in reasonable written detail, any notice or claim of copyright infringement received by the Contractor with respect to any material delivered under this contract.

ARTICLE XVIII - TERMINATION

1. The performance of work under this contract may be terminated in whole, or from time to time in part, (a) whenever the Contractor shall default in performance of this contract in accordance with its terms, and shall fail to cure such default within ten days (or such longer period as the Commission may allow) after receipt of notice from the Commission specifying the default, or (b) whenever the Commission shall determine that any such termination is in the best interest of the Government. Termination by the Government under this section shall be effected by delivery to the Contractor of a Notice of Termination specifying the termination date upon which such termination shall become effective.

2. After receipt of a Notice of Termination and except as otherwise directed by the Commission, the Contractor shall:

a. Discontinue work under this contract on the date fixed for termination in the Notice of Termination, except as to outstanding commitments to students, which commitments will be disposed of by mutual agreement of the parties.

b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work until the date fixed for termination in the Notice of Termination.

c. Cancel (or if so directed by the Commission, transfer to the Government), as of the date fixed for termination or such earlier date as the Commission may direct, all orders, subcontracts and agreements relating to the work, and assign to the Government in the manner and to the extent directed by the Commission, all of the right, title and interest of the Contractor under the orders, subcontracts and agreements so canceled or transferred.

d. Settle and pay, to the extent directed or authorized by the Commission, claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work or of any subcontract, order or agreement pursuant thereto.

e. Transfer and deliver to the Government, in the manner, to the extent and at the times directed by the Commission the completed and uncompleted work, supplies, material and other property produced as a part of or acquired in the performance of the work.

f. Take such other action (whether before or after the termination date) as the Contractor may deem necessary or as the Commission may direct for the protection and preservation of property which is in the possession of the Contractor and in which the Government has or may acquire an interest.

3. The Contractor and the Commission may agree upon the whole or any part of the amount or amounts payable to the Contractor under this contract upon the total or partial termination of this contract pursuant

to this article for reasons other than the default of the Contractor and the Government shall pay to the Contractor such agreed amounts.

4. In the event of the failure of the Contractor and the Commission to agree as provided in Paragraph 3. upon the whole amount to be paid to the Contractor upon the termination of this contract, for reasons other than the default of the Contractor, the Government shall, but without duplication of any payments agreed upon in accordance with Paragraph 3.:

a. Assume sole responsibility for any or all obligations, commitments and claims that the Contractor may have theretofore in good faith undertaken or incurred in connection with the terminated work, the cost of which would be allowable in accordance with the provisions of this contract; and the Contractor shall, as a condition of receiving the payments mentioned in this article, execute and deliver all such papers and take all such steps as the Commission may require for the purpose of fully vesting in the Government any rights and benefits the Contractor may have under such obligations or commitments.

b. Treat as allowable costs all expenditures made in accordance with Article IV not previously so allowed or otherwise credited.

c. Treat as allowable costs such further expenditures made by the Contractor after the date of termination for the protection of Government property and for accounting and legal services in connection with the settlement of this contract as are approved or required by the Commission.

d. The obligation of the Government to make any of the payments required by this article or any other provisions of this contract shall be subject to any unsettled claims in connection with this contract which the Government may have against the Contractor.

5. The Contractor's allowance shall be computed and paid to and including the date fixed for the total termination of this contract in the Notice of Termination. In the event of partial termination, the Contractor's allowance shall be adjusted by mutual agreement between the parties.

6. Prior to final settlement the Contractor shall dispose of the unliquidated balance of any advance as provided in Paragraph 5.(4)(iii) of Article V, furnish a release as required in Article V, and furnish an accounting for Government-owned property as required by Paragraph 3. of Article X - Property.

#### ARTICLE XIX - EXAMINATION OF RECORDS

1. The Contractor agrees that the Commission and the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract unless the Commission authorizes their prior disposition.

2. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Commission and the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract unless the Commission authorizes their prior disposition. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

3. Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

#### ARTICLE XX - DISPUTES

1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the

Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Commission. The decision of the Commission or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

2. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph 1. above; Provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

#### ARTICLE XXI-- LITIGATION AND CLAIMS

1. Initiation of Litigation. If the Government requires the Contractor to initiate litigation, including proceedings before administrative agencies, in connection with this contract, the Contractor shall proceed with the litigation in good faith as directed from time to time by the Contracting Officer.

2. Defense and Settlement of Claims. The Contractor shall give the Contracting Officer immediate notice in writing (a) of any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this contract, and (b) of any claim against the Contractor the cost and expense of which is allowable under Article IV, Allowable Costs. Except as otherwise directed by the Contracting Officer in writing, the Contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor with respect to such action or claim. To the extent not in conflict with any applicable policy of insurance, the Contractor may with the Contracting Officer's approval settle any such action or claim, shall effect at the Contracting Officer's request an assignment and subrogation in favor of the Government of all the Contractor's rights and claims (except those against the Government) arising out of any such action or claim against the Contractor, and, if required by the Contracting Officer, shall authorize representatives of the Government to settle or defend any such action or claim and to represent the Contractor in, or to take charge of, any action. If the settlement or defense of an action or claim against the Contractor is undertaken by the Government, the Contractor shall furnish all reasonable assistance in effecting a settlement or asserting a defense. Where an action against the Contractor is not

covered by a policy of insurance the Contractor shall with the approval of the Contracting Officer proceed with the defense of the action in good faith, and in such event the defense of the action shall be at the expense of the Government; provided, however, that the Government shall not be liable for such expense to the extent that it would have been compensated for by insurance which was required by law or by the written direction of the Contracting Officer, but which the Contractor failed to secure through its own fault or negligence.

ARTICLE XXII - NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under 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 Commission 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 Commission, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notices 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, 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, 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 Commission 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 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, 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 the foregoing paragraphs 1 through 6 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, 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 Commission 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 Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### ARTICLE XXIII - LABOR RELATIONS

1. Notice of Labor Disputes. Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of the work the Contractor shall immediately notify the Commission in writing. Such notice shall include all relevant information concerning the dispute and its background.

2. Whenever the Contractor anticipates that any labor practice or procedure or proposed labor practice or procedure may violate any applicable Federal, State or local law, order or regulation, the Contractor will give notice thereof to the Commission. Such notice shall include all relevant information with respect to the anticipated possible violation.

ARTICLE XXIV - SOURCE AND SPECIAL NUCLEAR MATERIAL

The Contractor shall comply with all regulations and instructions of the Commission relative to the control of and accounting for source and special nuclear material (as these terms are defined in the Atomic Energy Act of 1954). The Contractor shall make such reports and permit such inspections as the Commission may require with reference to source and special nuclear materials. The Contractor shall take all reasonable steps and precautions to protect such materials against theft and misappropriations and to minimize all losses of such materials.

ARTICLE XXV - ASSIGNMENT

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the Contracting Officer.

ARTICLE XXVI - EIGHT-HOUR LAW OF 1912 - OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Eight-Hour Law of 1912, as amended (40 U. S. Code 324-326) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. Code 35-45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912, as amended, and to all other provisions and exceptions of said Law:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

ARTICLE XXVII - BUY AMERICAN ACT

1. In acquiring end products, the Buy American Act (41 U. S. Code 10a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States, and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the costs of all its components. For the purposes of this 1. (iii) (B), components of foreign origin of the same type or kind as the products referred to in 2. (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

2. The Contractor agrees that there will be used under this contract (by the Contractor, subcontractor, materialmen and suppliers) only domestic source end products, except end products:

(i) Which are for use outside the United States;

(ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Commission determines the domestic preference to be inconsistent with the public interest; or

(iv) As to which the Commission determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

ARTICLE XXVIII - COVENANT AGAINST CONTINGENT FEES

1. Warranty - Termination or Deduction for Breach. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2. Subcontracts and Purchase Orders. Unless otherwise authorized by the Contracting Officer in writing the Contractor shall cause provisions similar to the foregoing to be inserted in all subcontracts and purchase orders entered into under this contract.

ARTICLE XXIX - SECURITY

1. Contractor's Duty to Safeguard Restricted Data and Other Classified Information. In the performance of the work under this contract the Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding restricted data and other classified matter and protecting against sabotage, espionage, loss and theft, the classified documents, materials, equipment, processes, etc., as well as such other material of high intrinsic or strategic value as may be in the Contractor's possession in connection with performance of work under this contract. Except as otherwise expressly provided in the specifications the Contractor shall upon completion or termination of this contract transmit to the Commission any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with the performance of this contract.

2. Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

3. Definition of Restricted Data. The term "Restricted Data" as used in this article, means all data concerning (a) design, manufacture, or utilization of atomic weapons; (b) the production of special nuclear material; or (c) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954.

4. Security Clearance of Personnel. Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1954, the Contractor shall not permit any individual to have access to Restricted Data until the designated investigating agency 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 and security. As used in this paragraph, the term "designated investigating agency" means the United States Civil Service Commission or the Federal Bureau of Investigation, or both, as determined pursuant to the provisions of the Atomic Energy Act of 1954. Access to classified information other than Restricted Data shall not be granted unless the recipient possesses appropriate security clearance.

5. Criminal Liability. It is understood that disclosure of information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data or any top secret, secret, or confidential matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, and subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, 68 Stat. 919), (See also Executive Order 10104 of February 1, 1950, 15 F. R. 597.)

6. Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

#### ARTICLE XXX - STATE AND LOCAL TAXES, FEES AND CHARGES

1. The Contractor agrees to notify the Commission of any State or local tax, fee, or charge levied or purported to be levied on or collected from the Contractor with respect to the contract work or any transaction thereunder and constituting an allowable item of cost if due and payable, but which, in the opinion of the Contractor or under the position of the Commission as communicated to the Contractor, is inapplicable or invalid; and the Contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized by the Commission. Any State or local tax, fee, or charge paid with the approval of the Commission or on the basis of advice from the Commission that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.

2. The Contractor agrees to take such action as may be required or approved by the Commission to cause any such tax, fee, or charge referred to above to be paid under protest and to take such actions as may be required or approved by the Commission to seek recovery of any payment made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the Contractor in any proceedings for the recovery thereof or to sue for recovery in the name of the Contractor. If the Commission directs the Contractor to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the Contractor for a tax, fee, or charge he has refrained from paying in accordance with this article, the procedures and requirements of ARTICLE XXI - LITIGATION AND CLAIMS shall apply and the costs and expenses incurred by the Contractor shall be allowable items of cost, as provided in this contract, together with the amount of any judgment rendered against the Contractor.

3. The Government shall save the Contractor harmless from penalties and interest incurred through compliance with this article.

#### ARTICLE XXXI - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### ARTICLE XXXII - CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

#### ARTICLE XXXIII - DEFINITIONS

1. The term "Commission" means the United States Atomic Energy Commission or any duly authorized representative thereof, including the Contracting Officer except for the purpose of deciding an appeal under the article entitled "Disputes".

2. The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

3. Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

4. The term "Fiscal Year" means the period commencing on July 1 of any calendar year and ending on June 30 of the succeeding calendar year.

ARTICLE XXXIV - APPROVAL

This contract is subject to approval of the Commission's Director, Division of Contracts, and shall have no force or effect unless and until so approved.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ S. R. Sapirie

Manager, Oak Ridge Operations  
(Contracting Officer)

WITNESSES:

/s/ Robert T. Lagemann

Nashville, Tennessee  
(Address)

/s/ William G. Pollard

Oak Ridge, Tenn.  
(Address)

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ Paul M. Gross

TITLE: President

APPROVED:

/s/ John V. Vinciguerra  
Director, Division of Contracts



TYPED SM  
PREPARED JK  
APPROVED [Signature]

Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear Studies  
Modification No. 31

RETURN TO  
CONTRACT SECTION

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 16th day of November, 1961, effective as of October 17, 1961, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented herein by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor"), an educational corporation, not for profit, organized and existing under the laws of the State of Tennessee and having its principal office at Oak Ridge, Tennessee;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor have entered into Contract No. AT-(40-1)-GEN-33, effective as of March 18, 1947, providing for the conducting by the Contractor of certain educational and research programs in nuclear and related sciences; and

WHEREAS, said contract has been previously amended by Modifications Nos. 1 - 30; and

WHEREAS, the parties desire to amend the contract further for the purpose of making corrections of certain errors in wording and stating more fully the intent of the parties with respect to use of the Contractor's facilities;

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954;

NOW, THEREFORE, the parties hereto do mutually agree that Contract No. AT-(40-1)-GEN-33 as previously amended is further amended in the following particulars, but in no others:

1. In Article IV, Allowable Costs, the word "radioagram" is changed to "radiogram" in Section 2, item b; the word "of" is changed to "or" in Section 2, item i.; and there is added the following new item y. in Section 3:

"y. Except as provided by the fixed allowance under item 2. p. above, costs or expenses of the Contractor's facilities utilized in the performance of the contract work, including but not limited

CERTIFIED A TRUE COPY  
BY [Signature]

to maintenance, repair or replacement of such facilities or the cost of insurance covering loss of or damage to such facilities."

2. In Article V, Payments and Advances, the words "and fixed fee" in line 2 of Section 5 thereof are deleted.

3. In Article VI, Responsibility of Contractor - Contingencies, the phrase "subject to the availability of appropriate funds" is changed to read "subject to the availability of appropriated funds".

4. In Article XII, Contractor's Organization and Procedures, the fourth word of the sixth line of Section 3 is changed to "insubordinate".

5. In Article XVIII, Termination, the incomplete fourth word of the fifth line of Section 4 is "payments".

6. In Article XX, Disputes, the word "his" is changed to "its" in the third sentence of Section 1.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ Ralph Elson  
Ralph Elson  
Acting Director, Contract Division, ORO  
(Contracting Officer)

WITNESSES:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

/s/ J. W. Mumford

BY: /s/ Paul M. Gross

Oak Ridge, Tenn.  
(Address)

TITLE: President

/s/ Helen K. Lewis

Oak Ridge, Tenn.  
(Address)

Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear Studies  
Modification No. 30

APPENDIX B

SPECIAL BANK ACCOUNT AGREEMENT

Agreement entered into this 29th day of December, 196 1, between the United States of America (hereinafter called the "Government"), represented herein by the United States Atomic Energy Commission (hereinafter called the "Commission"), Oak Ridge Institute of Nuclear Studies (hereinafter called the "Contractor"), a corporation under the laws of the State of Tennessee, and Hamilton National Bank (hereinafter called the "Bank"), a banking corporation under the laws of U. S. Government, located at Knoxville, Tennessee.

RECITALS

(a) Under date of October 17, 1961, the Commission and the Contractor entered into Contract No. AT-(40-1)-GEN-33, or a Supplemental Agreement thereto, providing for the making of advances of Government funds to the Contractor. Copy of such advance provision has been furnished to the Bank.

(b) The Commission requires that amounts advanced to the Contractor under said contract or Supplemental Agreement be deposited in a Special Bank Account or accounts with a bank designated by the Treasury Department as a depository and financial agent of the Government (Section 10 of the Act of June 11, 1942, 56 Stat. 356; 12 U.S.C. 265), separate from any of the Contractor's general or other funds; and, the Bank being such a Bank, the parties are agreeable to so depositing said amounts with the Bank.

(c) These Special Bank Accounts shall be designated

- (1) Oak Ridge Institute of Nuclear Studies, Inc.  
U.S.A.E.C. Contract No. AT-(40-1)-GEN-33 Special Account
- (2) Oak Ridge Institute of Nuclear Studies, Inc.  
U.S.A.E.C. Contract No. AT-(40-1)-GEN-33 Payroll Account

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

(1) The Government shall have title to the credit balance in said accounts to secure the return of all advances made to the Contractor, which title shall be superior to any lien or claim of the Bank or others with respect to such accounts.

(2) The Bank will be bound by the provisions of said contract or contracts relating to the deposit and withdrawal of funds in the above Special Bank Accounts, but shall not be responsible for the application of funds properly withdrawn from said accounts. After receipt by the Bank of written directions from the Contracting Officer, or from the duly authorized representative of the Contracting Officer or the Manager of the Oak Ridge Operations Office of the Commission, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions.

(3) The Government, or its authorized representatives, shall have access to the books and records maintained by the Bank with respect to such Special Bank Accounts at all reasonable times and for all reasonable purposes, including, without limitation, the inspection or copying of such books and records and any and all memoranda, checks, correspondence or documents appertaining thereto. Such books and records shall be preserved by the Bank for a period of six (6) years after the closing of these Special Bank Accounts.

(4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to these Special Bank Accounts, the Bank will promptly notify the Manager, Oak Ridge Operations Office, United States Atomic Energy Commission.

In witness whereof the parties hereto have caused this Agreement to be executed as of the day and year first above written.

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

By William G. Pelt

Title EXECUTIVE DIRECTOR

HAMILTON NATIONAL BANK

By S. H. Kries

Title Vice Pres. and Cashier

UNITED STATES OF AMERICA

BY U. S. ATOMIC ENERGY COMMISSION

By Herman M. Roth

Title HERMAN M. ROTH

DIRECTOR  
RESEARCH AND DEVELOPMENT DIVISION



IN REPLY REFER TO:  
MC:JJM

UNITED STATES  
ATOMIC ENERGY COMMISSION

TYPED             
PREPARED             
APPROVED           

            
RETURN TO  
CONTRACT SECTION

Oak Ridge, Tennessee  
June 26, 1962

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$472,681.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$27,735,133.00 (per Letter Supplement dated October 31, 1961) to \$28,207,814.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ Ralph Wilson

(Contracting Officer)  
RALPH WILSON, Acting Director  
CONTRACT DIVISION

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

TITLE: Executive Director

DATE: June 28, 1962

CERTIFIED A TRUE COPY

BY Glee Brown

1116227

FILED  
PREPARED  
APPROVED  
JOEY  
RETURN TO  
CONTRACT SECTION

Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear Studies  
Modification No. 32

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 26th day of June, 1962, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented herein by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor"), an educational corporation, not for profit, organized and existing under the laws of the State of Tennessee and having its principal office at Oak Ridge, Tennessee;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor have entered into Contract No. AT-(40-1)-GEN-33, effective as of March 18, 1947, providing for the conducting by the Contractor of certain educational and research programs in nuclear and related sciences; and

WHEREAS, said contract has been previously amended by Modifications Nos. 1 - 31; and

WHEREAS, the parties desire to further amend the contract to provide for certain changes in the fixed overhead and cost allowance as contemplated by items o. and p. of Section 2 of Article IV and to provide for certain other changes in accordance with current applicable rules and regulations; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954;

NOW, THEREFORE, the parties Hereto do mutually agree that Contract No. AT-(40-1)-GEN-33, as previously amended, is hereby further amended in the following particulars, but in no others:

1. The present provisions of item o. of Section 2. of ARTICLE IV - ALLOWABLE COSTS are hereby redesignated as paragraph (i) by the insertion of "(i)" immediately preceding the first line thereof and the following new paragraphs (ii) and (iii) are added to item o.:

"(ii) As a result of a major change in the scope of the contract which had a material effect on the items covered by the allowance of \$2,320.00 per month for the period commencing on July 1, 1961 and ending on June 30, 1962, as provided for in paragraph (i) of this item o., the parties have negotiated an equitable adjustment in the said allowance. Accordingly, the allowance provided for in this item o. for the period commencing on July 1, 1961, and ending on June 30, 1962, is agreed to be \$2,510.00 per month rather than \$2,320.00 per month.

CERTIFIED A TRUE COPY

BY Glenn B. Brown

"(iii) In furtherance of the provisions of paragraph (i) of this item o., the allowance provided for in this item o. for the period commencing on July 1, 1962, and ending on June 30, 1963, is agreed to be \$2,570.00 per month."

2. The present provisions of item p. of Section 2 of ARTICLE IV - ALLOWABLE COSTS are hereby redesignated as paragraph (i) by the insertion of "(i)" immediately preceding the first line thereof and the following new paragraph (ii) is added to item p.

"(ii) In furtherance of the provisions of paragraph (i) of this item p., the fixed cost allowance under this item p. for the period commencing on July 1, 1962, and ending on June 30, 1963, is agreed to be \$2,133.00 per month."

3. The phrase (including its punctuation) ", in connection with," and the phrase "the terms of", as such appear in ~~the first line of~~ both Sections 1 and 2 of ARTICLE XVI - INVENTIONS, PATENTS, are deleted therefrom. /s/ DE  
/s/ PMG

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ Ralph Elson  
RALPH ELSON, ACTING DIRECTOR  
CONTRACT DIVISION  
(Contracting Officer)

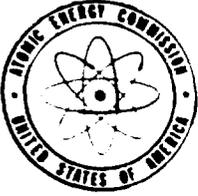
WITNESSES:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

/s/ Paul H. Elza  
Oak Ridge, Tenn.  
(Address)

BY: /s/ Paul H. Gross  
TITLE: President

/s/ J. W. Mumford  
Oak Ridge, Tenn.  
(Address)



UNITED STATES  
ATOMIC ENERGY COMMISSION

TYPED my  
PREPARED ll  
APPROVED [Signature]  
[Signature]  
RETURN TO  
CONTRACT [Signature]

IN REPLY REFER TO:

MC:JJM

Oak Ridge, Tennessee  
September 27, 1962

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$401,000.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$28,207,814.00 (per Letter Supplement dated July 26, 1962) to \$28,608,814.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ R. C. Murphree  
(Contracting Officer)

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

TITLE: Executive Director

DATE: September 28, 1962

[Signature]



IN REPLY REFER TO:  
MC:JJM

UNITED STATES  
ATOMIC ENERGY COMMISSION

PREPARED BY  
APPROVED  
RETURN TO  
CONTRACT

Oak Ridge, Tennessee  
October 11, 1962

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$224,000.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$28,608,814.00 (per Letter Supplement dated September 27, 1962) to \$28,832,814.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: U. S. ATOMIC ENERGY COMMISSION

BY: /s/ F. C. Humphries  
(Contracting Officer)

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

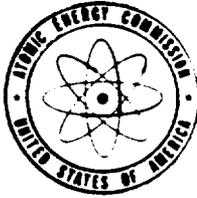
BY: /s/ William G. Pollard

TITLE: Executive Director

DATE: October 15, 1962

1116231

CERTIFIED A TRUE COPY  
BY Jean Wann



UNITED STATES  
ATOMIC ENERGY COMMISSION

TYPED             
PREPARED             
APPROVED             
*[Handwritten signatures and initials]*  
CONTRACT NO.           

IN REPLY REFER TO:  
MC:HL

Oak Ridge, Tennessee  
November 30, 1962

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$3,387,186.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$28,832,814.00 (per Letter Supplement dated October 11, 1962) to \$32,220,000.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY:           E. A. [unclear]            
(Contracting Officer)

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY:           William C. Pollard          

TITLE:           Executive Director          

DATE:           December 3, 1962          

*[Handwritten signature]*

Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear Studies  
Modification No. 33

TYPED *SM*  
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*Paw*  
*ARM*  
*C. J. [unclear]*  
RECEIVED  
JAN 30 1963  
CONTROLLING DIVISION

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 30th day of January, 1963, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government") and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor"), 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;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into a contract, No. AT-(40-1)-GEN-33, dated May 24, 1948, and effective as of March 18, 1947, for the conduct of certain educational and training programs in the field of nuclear and related sciences, and said contract has been modified heretofore by Modifications Nos. 1 - 32; and

WHEREAS, the parties desire to amend the contract further to provide for the use of another facility of the Contractor for the maintenance of the technical library and certain other activities; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954;

NOW, THEREFORE, the parties hereto do mutually agree that Contract No. AT-(40-1)-GEN-33 as previously amended is further amended in the following particulars, but in no others:

1. It is recognized that upon completion of the Contractor's privately-owned library and administrative building located in the City of Oak Ridge, and at a time approved by the Commission, the Contractor will, as part of the contract work, transfer the existing technical library (books, fixtures, equipment, furniture and supplies and such other items as may be approved by the Contracting Officer) from its location in the Government-owned building into the Contractor's library building. Maintenance of the technical library in the Contractor's building and the performance in such building of other contract activities shall be in accordance with Section 3. of Article I and Item 2. p. of Article IV and the agreements therein provided for. The cost allowance to be paid to the Contractor as mentioned and described in Section 3. of Article I and in Item 2. p. of Article IV shall be increased by an amount arrived at in accordance therewith, effective as of the beginning of the month nearer the date upon which transfer of the library is begun.

11-16233

*W. J. [unclear]*  
*W. J. [unclear]*

2. The period at the end of the initial paragraph of Item 2. p. of Article IV is changed to a semicolon and the following is added thereto:

"Provided, however, that with respect to that building of the Contractor in which the Government's technical library is maintained, the intent of the parties is to arrive at and agree upon an allowance which will cover reasonable operating and maintenance costs and amortization (including debt service) of the Contractor's capital cost over a 40-year period."

3. Section 5. of Article XVIII is revised to read:

"5. Any allowance being paid the Contractor for overhead or for use of its privately-owned facilities at the time of termination shall be computed and paid to and including the date fixed for total termination of this contract in the Notice of Termination. In the event of partial termination, any such allowances being paid the Contractor shall be adjusted by mutual agreement between the parties."

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ R. G. Humphries  
(Contracting Officer)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ Paul M. Gross  
TITLE: President

/s/ Mrs. Susie P. Vickers  
700 West Club Boulevard  
Durham, N. C.  
(Address)



IN REPLY REFER TO:

MC:HL

UNITED STATES  
ATOMIC ENERGY COMMISSION

TYPED \_\_\_\_\_  
PREPARED W  
APPROVED [Signature]  
[Signature]  
8/22  
2/21/63  
CONTRACT DIVISION

Oak Ridge, Tennessee  
February 21, 1963

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

This letter is to record the agreement reached, pursuant to Item 2. p. of Article IV of Contract No. AT-(40-1)-GEN-33 and Item 1. of Modification No. 33 thereto, establishing \$3,118.00 per month as the addition to the allowance provided under such Item 2. p. of Article IV.

This increase is related to the performance of certain work (principally the maintenance of the technical library) in buildings owned by the Institute. The details of space allocation to this work is reflected in your letter of February 7, 1963, and our response dated February 19, 1963.

As a result of this increase, the total allowance under Item 2. p. of Article IV of the contract is \$5,251.00 per month for this period February 1, 1963, to June 30, 1963. It will be appreciated if you will signify your concurrence in this amount by signing in the space provided below.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ Ralph Elson  
(Contracting Officer)  
RALPH ELSON, ACTING DIRECTOR  
CONTRACT DIVISION

CONCURRENCE:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ Paul H. Gross

TITLE: President

DATE: February 25, 1963

[Signature]

1116235

TYPED *[Signature]*  
PREPARED *[Signature]*  
APPROVED *[Signature]*  
*[Signature]*

Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear Studies  
Modification No. 34  
RETURN TO CONTRACTS SECTION

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 20th day of June, 1963, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government") and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor"), 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;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into a contract, No. AT-(40-1)-GEN-33, dated May 24, 1948, and effective as of March 18, 1947, for the conduct of certain educational and training programs in the field of nuclear and related sciences, and said contract has been modified heretofore by Modifications Nos. 1 - 33; and

WHEREAS, the parties have now agreed upon the fixed overhead and the cost allowances contemplated by items o. and p. of Article IV, Section 2., for the Fiscal Year 1964, as hereinafter provided; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1954;

NOW, THEREFORE, the parties hereto do mutually agree that Contract No. AT-(40-1)-GEN-33, as previously amended, is further amended in the following particulars, but in no others:

1. Article IV, Section 2., item o. is hereby amended by adding the following new paragraph (iv) at the end of the item:

"(iv) In furtherance of the provisions of paragraph (i) of this item o., the allowance provided for in this item o. for the period commencing on July 1, 1963, and ending on June 30, 1964, is agreed to be \$4,225.00 per month. It is understood and agreed that the above fixed overhead allowance shall constitute full compensation for and shall be paid in lieu of allowable cost for the items listed below during the ensuing fiscal year:

*[Signature]*

- "(1) The salary, retirement, group insurance, social security and unemployment taxes of the Contractor's Executive Director.
- (2) Board and council travel except as provided in item q. below.
- (3) Reception and orientation.
- (4) Charitable contributions.
- (5) Professional services for general corporate legal work and CPA audit of corporate affairs.
- (6) President's office.
- (7) Corporate materials, supplies and furniture.
- (8) Corporate support of employee organizations.
- (9) Corporate space in library.
- (10) Such other items as may be mutually agreed upon."

2. Article IV, Section 2., item p. is amended by adding the following new paragraph (iii) at the end of the item:

"(iii) In furtherance of the provisions of paragraph (i) of this item p., the fixed cost allowance under this paragraph p. for the period commencing on July 1, 1963, and ending on June 30, 1964, is agreed to be \$5,251.00 per month."

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ R. G. Humphries

R. G. Humphries, Director  
Contract Division, OAC

(Contracting Officer)

WITNESSES:

Oak Ridge, Tenn.

(Address)

/s/ Helen K. Lewis

Oak Ridge, Tenn.

(Address)

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ Paul M. Gross

TITLE: President



IN REPLY REFER TO:  
MC:HL

UNITED STATES  
ATOMIC ENERGY COMMISSION

TYPED SM  
PREPARED W  
APPROVED [Signature]  
[Signature]  
RETURN TO  
CONTRACT SECTION

Oak Ridge, Tennessee  
June 27, 1963

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of 352,901.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$32,220,000.00 (per Letter Supplement dated November 30, 1962) to \$32,572,901.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY  
COMMISSION

BY: Original signed by  
R. G. Humphreys  
(Contracting Officer)

R. G. Humphreys, Director  
Contract Division, OES

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

TITLE: Executive Director

DATE: July 1, 1963

*File / Drawn*

TYPED Law  
PREPARED \_\_\_\_\_  
APPROVED VAJ  
\_\_\_\_\_  
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\_\_\_\_\_  
RETURN TO  
CONTRACT SECTION  
8/19/63  
Wm

Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear  
Modification No. 35

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 20th day of September, 1963, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented herein by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor"), 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;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor have heretofore entered into Contract No. AT-(40-1)-GEN-33, which contract has been amended a number of times; and

WHEREAS, the President of the United States has issued Executive Order No. 11114, dated June 22, 1963 (28 F.R. 6485), which, among other things, amended the nondiscrimination provisions required in Government contracts by Executive Order No. 10925 of March 6, 1961 (26 F.R. 1977); and

WHEREAS, the Commission has requested the Contractor and the Contractor has agreed to further amend said contract to include therein the provisions prescribed by said Executive Order in lieu of the provisions presently set forth in Article XXII thereof;

NOW, THEREFORE, the parties hereto do hereby agree that Contract No. AT-(40-1)-GEN-33, as previously amended, is further amended in the following particulars, but in no others:

Article XXII is deleted in its entirety and the following new article is substituted therefor:

"ARTICLE XXII - NONDISCRIMINATION

"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

1116239

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 it 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 its 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 nondiscrimination 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."

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ E. A. Wende  
DEPUTY MANAGER  
OAK RIDGE OPERATIONS  
(Contracting Officer)

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ Paul M. Gross

TITLE: President

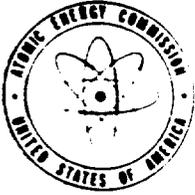
WITNESSES:

\_\_\_\_\_

\_\_\_\_\_ (Address)

/s/ Mrs. Susie P. Vickers,

Dept. of Chemistry, Duke University  
(Address)  
Durham, N. C.



UNITED STATES  
ATOMIC ENERGY COMMISSION

TYPED ante  
PREPARED in  
APPROVED [Signature]  
[Signature]  
RETURN TO  
CONTRACT SECTION  
[Signature]

IN REPLY REFER TO:

MC:ERR

Oak Ridge, Tennessee

September 30, 1963

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$1,020,210.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$32,572,901.00 (per Letter Supplement dated June 27, 1963) to \$33,593,111.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY  
COMMISSION

BY: [Signature]  
(Contracting Officer)

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: [Signature]

for

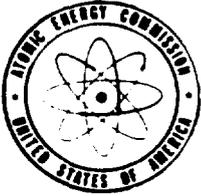
TITLE: William G. Dollard, Executive Director

DATE: October 2, 1963

CERTIFIED A TRUE COPY

BY [Signature]

1116242



UNITED STATES  
ATOMIC ENERGY COMMISSION

11/22/63  
N80  
[Handwritten initials and marks]

IN REPLY REFER TO:

MC:ERR

Oak Ridge, Tennessee  
November 22, 1963

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$383,069.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$33,593,111.00 (per Letter Supplement dated September 30, 1963) to \$33,976,180.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY  
COMMISSION

BY: /s/ Ralph Eison  
(Contracting Officer)

RECEIVED:

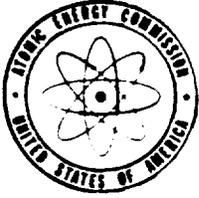
OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Lillard

TITLE: Executive Director

DATE: November 27, 1963

CERTIFIED A TRUE COPY  
BY Steve Brown



UNITED STATES  
ATOMIC ENERGY COMMISSION

TYPED *mp*  
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IN REPLY REFER TO:  
**MC:ERR**

Oak Ridge, Tennessee  
December 20, 1963

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of  
Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$320,000.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$33,976,180.00 (per Letter Supplement dated November 22, 1963) to \$34,296,180.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY  
COMMISSION

BY: /s/ R. G. Humphries  
(Contracting Officer)

RECEIVED:

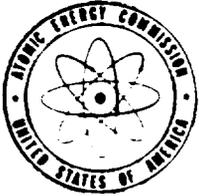
OAK RIDGE INSTITUTE OF  
NUCLEAR STUDIES

BY: /s/ William G. Pollard

TITLE: Executive Director

DATE: December 27, 1963

BY Miss Brown



UNITED STATES  
ATOMIC ENERGY COMMISSION

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IN REPLY REFER TO:

MC:EER

Oak Ridge, Tennessee  
January 22, 1964

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of  
Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$364,000.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$34,296,180.00 (per Letter Supplement dated December 20, 1963) to \$34,660,180.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC  
ENERGY COMMISSION

BY: /s/ R. C. Humphries  
(Contracting Officer)

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

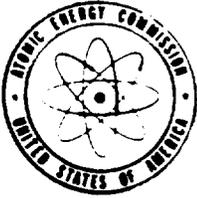
BY: /s/ William G. Follard

TITLE: Executive Director

DATE: January 23, 1964

CERTIFIED A TRUE COPY  
BY Thos Brown

1116245



UNITED STATES  
ATOMIC ENERGY COMMISSION

File *mal*  
RECEIVED  
CONTRACT

IN REPLY REFER TO:  
MC:ERR

Oak Ridge, Tennessee 37831  
February 28, 1964

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of  
Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee 37831

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$2,496,383.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$34,660,180.00 (per Letter Supplement dated January 22, 1964) to \$37,156,563.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY  
COMMISSION

BY: /s/ E. A. Wende  
(Contracting Officer)

RECEIVED:

OAK RIDGE INSTITUTE OF  
NUCLEAR STUDIES

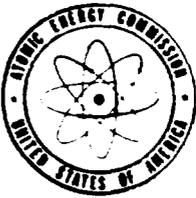
BY: /s/ William G. Pollard

TITLE: Executive Director

DATE: March 9, 1964

CERTIFIED TRUE COPY  
BY Alice Brown

1116246



UNITED STATES  
ATOMIC ENERGY COMMISSION

PREPARED srta  
PREPARED S  
APPROVED [Signature]  
[Signature]  
[Signature]

RETURN TO  
CONTRACT SECTION

IN REPLY REFER TO:

MC:ERR

Oak Ridge, Tennessee 37831  
June 26, 1964

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of  
Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee 37831

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$591,310.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract has been increased from \$37,156,563.00 (per Letter Supplement dated February 28, 1964) to \$37,747,873.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY  
COMMISSION

BY: [Signature]  
S. W. Sapirie  
(Contracting Officer)

RECEIVED:

OAK RIDGE INSTITUTE OF  
NUCLEAR STUDIES

BY: /s/ William G. Pollard  
William G. Pollard

TITLE: Executive Director

DATE: June 30, 1964

[Signature]

1116247

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APPROVED WAB  
W. W. W.  
RETURNS TO  
CONTRACT SECTION

Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear Studies  
Modification No. 36

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 2nd day of September, 1964, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented herein by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor"), 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;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor have heretofore entered into Contract No. AT-(40-1)-GEN-33, which contract has been amended a number of times; and

WHEREAS, the parties have agreed upon the fixed overhead and the cost allowances contemplated by items o. and p. of Article IV, Section 2., for the Fiscal Year 1965, as hereinafter provided; and

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

NOW, THEREFORE, the parties hereto do mutually agree that Contract No. AT-(40-1)-GEN-33, as previously amended, is further amended in the following particulars, but in no others:

1. Article IV, Section 2., Item o. is hereby amended by adding the following new paragraph (v) at the end of the item:

"(v) In furtherance of the provisions of paragraph (i) of this Item o., the allowance provided for in this Item o. for the period commencing on July 1, 1964, and ending on June 30, 1965, is agreed to be \$3,939.00 per month. It is understood and agreed that the above fixed overhead allowance shall constitute full compensation for and shall be paid in lieu of allowable cost for the items listed below during the ensuing fiscal year:

- (1) The salary, retirement, group insurance, social security and unemployment taxes of the Contractor's Executive Director.
- (2) Board and council travel except as provided in Item q. below.

*W. W. W.*

- (3) Reception and orientation.
- (4) Charitable contributions.
- (5) Professional services for general corporate legal work and CPA audit of corporate affairs.
- (6) President's office.
- (7) Corporate materials, supplies and furniture.
- (8) Corporate support of employee organizations.
- (9) Corporate space in library (cost computed on basis of amortization over 40-year period and 5% debt service).
- (10) Such other items as may be mutually agreed upon."

2. Article IV, Section 2., Item p.(i) is revised to read as follows:

"(i) On or before April 1 of each year the parties shall review the extent of the contract work being performed in the Contractor's facilities during the then current fiscal year and the extent of such work projected or anticipated for the ensuing fiscal year and shall agree upon both a fixed cost allowance for the ensuing year and the statement of contract activities to be performed in the Contractor's facilities which are the bases for the stated cost allowance. It is the intent of the parties to arrive at and agree upon an allowance which will cover reasonable operating and maintenance costs and amortization (including 5% as equivalent to reasonable debt service) of the Contractor's capital cost over a 40-year period for that portion of the Contractor's facilities in which contract work is performed. Such cost allowance shall constitute full compensation for the use of Contractor-owned facilities (including maintenance, janitorial and utility service other than the telephone) devoted to the contract work. It is agreed that this fixed cost allowance is not subject to retroactive adjustment; provided, however, in the event of a major change in the scope of work to be performed in the Contractor's facilities, the parties will negotiate an equitable adjustment of the cost allowance. In the event the parties fail to agree upon the cost allowance for the ensuing fiscal year before the beginning of that year, a cost allowance shall be paid during a new fiscal year provisionally at the rate previously effective but to be adjusted to the new rate effective as of the beginning of such year when agreement is reached. Failure of the parties to agree upon a fixed cost allowance related to the contract work to be performed in the Contractor's facilities shall be resolved pursuant to the article of this contract entitled 'Disputes'."

3. Article IV, Section 2., Item p. is hereby amended by adding the following new paragraph (iv) at the end of the item:

"(iv) In furtherance of the provisions of paragraph (i) of this item p., the fixed cost allowance under this paragraph p. for the period commencing on July 1, 1964, and ending on June 30, 1965, is agreed to be \$5,296.00 per month."

4. Article XXVI is revised to read as follows:

"ARTICLE XXVI - 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 1952 (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.

"(a) 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.

"(b) In the event of any violation of the provisions of paragraph (a), 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 (a), 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.

"(c) 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 (b).

"(d) The Contractor agrees to insert the foregoing paragraphs (a), (b), and (c), and this paragraph (d) in all subcontracts."

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ R. G. Humphries  
R. G. Humphries  
Director, Contract Division, ORO  
(Contracting Officer)

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ Paul M. Gross  
Paul M. Gross  
TITLE: President

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)



UNITED STATES  
ATOMIC ENERGY COMMISSION

TYPED LSH  
PREPARED lw  
APPROVED HAR  
J. L. ...  
...

IN REPLY REFER TO:  
MC:HL

Oak Ridge, Tennessee 37831  
September 30, 1964

RETURN TO  
CONTRACT SECTION.

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$5,636,235.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract is \$43,384,108.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY  
COMMISSION

BY: /s/ E. A. Wende  
(Contracting Officer)

RECEIVED:

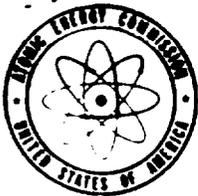
OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

TITLE: Executive Director

DATE: October 5, 1964

*Eric Sewal*



UNITED STATES  
ATOMIC ENERGY COMMISSION

IN REPLY REFER TO:

MC:ABG

Oak Ridge, Tennessee 37831  
June 23, 1965

Oak Ridge Institute of Nuclear Studies  
P. O. Box 117  
Oak Ridge, Tennessee 37831

Subject: USE OF LETTER OF CREDIT PROCEDURES FOR ADVANCES UNDER  
CONTRACT NO. AT-40-1-GEN-33

Gentlemen:

As you have been informally advised by memo route slip, dated June 14, 1965, from W. H. Henderson, Director of Finance, ORO, effective July 1, 1965, the Commission desires to initiate a letter of credit method for financing the cost of the work and services to be performed under the subject contract and furnishing the advances of Government funds required under Article V of said contract.

Pursuant to Articles I and V of the above contract, you are hereby instructed to utilize the following letter of credit procedures to obtain advances of Government funds with which to make payments for allowable costs under the contract in furtherance of its performance (other than overhead allowances which will be paid on a direct basis as at present):

Effective July 1, 1965, the Commission will issue a Letter of Credit in accordance with the "Suggested Procedure for Use of Letter of Credit by Cost-Type Contractors" which has received Treasury Department approval. Copies of this procedure, together with copies of the form of Letter of Credit and Payment Voucher on Letter of Credit, are enclosed herewith for your information and guidance. Under the Letter of Credit, future advances of Government funds will be made to you for utilization in making payments for allowable costs under the subject contract. Said advances will be subject to the submission by you of the "Payment Voucher on Letter of Credit" in accordance with the procedures and form of voucher enclosed herewith, and any further instructions issued by the Commission pertaining thereto.

1116253

June 23, 1965

The Commission reserves the right to cancel or modify, increase or decrease the amount covered by the Letter of Credit, if such action is required because of a change in the amount of funds obligated by the Government with respect to this contract. The issuance and use of a letter of credit, and receipt of advanced funds pursuant thereto shall not prejudice or otherwise affect adversely any of the Government's rights under this contract.

It is understood that the funds are to be obtained daily for the net amount of your disbursements under the subject contract less any receipts thereunder.

In order that the institution of this new procedure may be completely consistent with the language of your contract, we have prepared and enclose herewith two copies of Modification No. 37 which have been signed on behalf of the Commission. This Modification deletes from Article V, Paragraph 2., of the contract the statement that advances of Government funds will be made by check.

If the Modification, as submitted, is satisfactory, will you please sign the enclosed copies and return one fully signed copy to this office. We would also appreciate it if you would acknowledge your acceptance of this instruction in the space provided below and return one copy to this office. Should you have any questions as to the Letter of Credit procedures to be effected under this contract, please do not hesitate to let us know.

Very truly yours,

  
for S. R. Sapirie  
Manager  
Oak Ridge Operations

Enclosures:

1. Suggested Procedure, w/attachments
2. Modification No. 37 (in dup.)

ACCEPTED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

TITLE: Executive Director

**Suggested Procedure for Use  
of Letter of Credit  
by Cost-Type Contractors**

**Setting up letter of credit**

1. The contractor selects a commercial bank and requests AEC to open a letter of credit for their needs.
  - a. The initial letter of credit will be based on the approved interim financing.
  - b. Upon issuance of the annual financing, a revised letter of credit will be issued. This revised letter of credit will agree with the unexpended balance of the contract obligation. In subsequent revisions of the LOC, the amount will be equal to the then current LOC + any change in the total contract obligation. The LOC will include a statement that "This letter of credit is an amendment to and supersedes our letter of credit dated \_\_\_\_\_, in favor of the above named contractor in the amount of \$ \_\_\_\_\_."
  
2. **AEC**
  - a. The Field Office Manager, by letter prepared by the Finance Division, advises Treasury Department, Office of the Fiscal Assistant Secretary, of the AEC official (Authorized Certifying Officer) designated to approve letters of credit.
  - b. Prepares a letter of credit in favor of the contractor and against a selected Reserve Bank or Branch.
  - c. Transmits original and one copy of the letter of credit to contractor for insertion and certification of the names of officials authorized to issue payment vouchers against the letter of credit. The dollar amount of each payment voucher is limited to the contractor's net daily expenditures as indicated in 4 below. Both the original and copy are returned by the contractor to AEC.
  - d. The authorized certifying officer executes the standard certificate (identical to that appearing on SF 1166) on the original of the letter of credit and forwards it to the Treasury Department, Office of Fiscal Assistant Secretary, for transmission to the Federal Reserve Bank.
  - e. The Audit Branch establishes the amount of the letter of credit as part of the obligation register. A separate column for the letter of credit is needed only if the amount differs from the amount of funds obligated. This procedure is to permit determination that an unexpended balance is available.
  
3. The local bank agrees to receive payment vouchers drawn against the letter of credit by the contractor and to transmit it to the Federal Reserve Bank or Branch.

Utilizing letter of credit

4. The contractor prepares payment vouchers against the letter of credit as the funds are needed and transmits them to the bank in which the contractor's Government fund account is deposited. The payment vouchers are drawn daily for the net amount of the contractor's disbursements less receipts.
5. The local bank receives the payment voucher and transmits it to the Federal Reserve Bank. The local bank credits the contractor's account and sends a copy of the payment voucher to AEC showing the date the contractor's account is credited. The effective date of credit, i.e., upon receipt of the payment voucher or upon acceptance by the Federal Reserve Bank, will be arranged with the local bank.
6. The Federal Reserve Bank examines payment vouchers for signatures, checks available balance of related letter of credit, honors payment voucher by crediting reserve account of local bank, notifies local bank of acceptance, and charges account of Treasurer, U. S. The original payment voucher is forwarded with a transcript to Treasurer, U. S. The Treasury Department transmits a copy of the payment voucher to the AEC on a monthly basis.
7. AEC
  - a. The Audit Branch receives the payment voucher described in 5 above from the bank and records in the Obligation Register (2 e).
  - b. The Audit Branch, upon receipt of the payment vouchers from the Treasury Department, shall:
    - (1) Make appropriate comparison with like payment vouchers received from the bank. Any disputed items shall be resolved with the contractor.
    - (2) Promptly prepare, in the usual manner, a properly supported Voucher Schedule of Payments, Standard Form 1166, for the amount shown on the transmittal letter received from the Treasury Department, notwithstanding disputed items.
    - (3) Forward the appropriate number of copies of the SF 1166 (with a copy of the Treasury Department transmittal attached) to the related Disbursing Office in the usual manner.
    - (4) Process the SF 1166 in the usual manner into the AEC records and reports for the current period, including the Monthly Statement of Transactions, Standard Form 224, submitted to the Bureau of Accounts.

8. The Treasurer, U. S., clears payment vouchers on letters of credit into suspense account, Symbol 17-865, when transcript is received from Federal Reserve Bank. Clears suspense account and records as payment chargeable to AEC's funds on basis of the paid SF 1166 documents.
9. The contractor submits a monthly report to AEC showing:
  - a. The letters of credit authorized for the fiscal year.
  - b. The payment vouchers drawn and those credited to the contractor's bank account for the fiscal year to date.
  - c. The book and bank balance as of the end of the month.
  - d. Any other information requested by the administering AEC office for control purposes.

U. S. ATOMIC ENERGY COMMISSION  
P. O. BOX E  
OAK RIDGE, TENNESSEE 37831

LETTER OF CREDIT

To: \_\_\_\_\_ Date: \_\_\_\_\_ Letter of Credit No. \_\_\_\_\_

Gentlemen:

In accordance with the authorization of the Fiscal Assistant Secretary, Treasury Department, dated May 1964, there is hereby authorized for the account and responsibility of the U. S. Atomic Energy Commission, Oak Ridge Operations, a letter of credit as follows:

In favor of \_\_\_\_\_

In the amount of \_\_\_\_\_

The amount of this letter of credit is hereby certified to be drawn against, upon presentation to you of "Payment Vouchers on Letter of Credit" by the official (s) of the contractor authorized below. The unpaid balance of the letter of credit will remain available until you are advised in writing that this letter has been modified or revoked.

Pursuant to authority vested in me, I certify that the items listed herein are correct and proper for payment from Appropriation (s) \_\_\_\_\_.

Very truly yours,

U. S. Atomic Energy Commission  
Oak Ridge Operations

By: \_\_\_\_\_  
Authorized Certifying Officer Date

\_\_\_\_\_  
Official (s) of the contractor authorized  
to sign payment vouchers on letters of credit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**PAYMENT VOUCHER ON LETTER OF CREDIT**

(For use by AEC cost-type contractors and  
to be collected as a non-cash item)

The drawer's bank shall be the agent of the drawer for the collection of this instrument and each subsequent collecting commercial bank shall be the sub-agent of the drawer.

SYMBOL 17-865

Federal Reserve Bank or Branch	Date Drawn	Letter of Credit No.	Payment Voucher No.
--------------------------------	------------	----------------------	---------------------

Name and Address-Drawer's Bank

Per authorization of Fiscal Assistant Secretary, Treasury Department, dated May 1964, charge to the general account of the Treasurer of the United States and pay to the presenting bank the amount of:

\$

For use of Federal Reserve Bank:

(Date Debited)

(Authorized Signature)

I certify that the above payment voucher has been drawn in accordance with the terms and conditions of the letter of credit cited and that the amount for which drawn is properly for credit to the account of the drawer under AEC Contract No. \_\_\_\_\_.

The above amount is to be deposited into the following accounts:

Drawer (Contractor)	Signature	Name	Title
	By:		
	Counter Signature	Name	Title
	By:		

ORIGINAL.-Drawer will forward this form to bank for transmission to Federal Reserve Bank

DUPLICATE.-Drawer will forward this copy to bank for transmission to Federal Reserve Bank.

TRIPLICATE.-Drawer will forward this copy to bank for transmission to the appropriate AEC office showing the date the drawer's account is credited.

QUADRUPPLICATE.-Drawer will retain this copy.

Member banks and non-member clearing banks should forward this payment voucher directly to the Federal Reserve Bank or branch with which their reserve or clearing account is maintained. Other banks should forward this payment voucher to a correspondent member or non-member clearing bank.

August 27, 1984

Susan Vogel, Staff Attorney  
Trial Lawyers for Public Justice, P.C.  
Suite 611  
2000 P Street, Northwest  
Washington, D. C. 20036

Dear Ms. Vogel:

This letter is in response to your Freedom of Information Act ("FOIA") request of May 25, 1984, which was deemed officially received for processing by the Oak Ridge Operations Freedom of Information Officer on July 31, 1984, when you provided a check for \$2,107.50 to cover the estimated search and reproduction fees associated with your request. In a telephone conversation on August 14 between Ms. Barry of your office and Mr. Sullivan of our Office of Chief Counsel, it was agreed that the time for response could be extended beyond the usual ten working days.

Enclosed, in complete response to your request, please find the following documents:

1. March 3-4, 1966, ORAU Medical Program Review Committee List.
2. December 12-13, 1962, Medical Review Committee List.
3. February 25, 1964, letter from William G. Pollard (ORAU) to Dr. Herman M. Roth (AEC), subject; Report of Medical Program Review Committee.
4. 1964 Purchase Order-Invoice, issued by NASA to USAEC, re; Task No. 9.
5. May 1964, letter from C. L. Dunham (ORAU) to Dr. T. L. K. Small (NASA), transmitting three signed accepted copies of NASA Purchase Order R-104.
6. June 17, 1964, letter from Herman M. Roth (AEC) to Dr. William G. Pollard (ORINS), subject; Retrospective Study of Radiation Effects for NASA Order R-104, Task No. 9 (Interagency Agreement 40-35-64).
7. February 18, 1965, letter from Herman M. Roth (AEC) to Dr. William G. Pollard (ORINS), subject; Retrospective Study of Radiation Effects for NASA - Order R-104, Task No. 9, Amendment 1 (Interagency Agreement 40-35-64).

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CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

PERSONNEL

*[Handwritten signature and initials]*

8. December 3, 1965, Purchase Order Invoice No. R104(09), Amendment 2.
9. December 17, 1965, memorandum from C. L. Dunham (ORINS) to S. Sapirie (AEC), subject; Transmittal of NASA Purchase Order R-104, Task 9, Amendment 2.
10. January 14, 1966, letter from Herman M. Roth (AEC) to William G. Pollard (ORAU), subject; NASA Funds for Continuation of Retrospective Study of Radiation Effects and for Procurement of Equipment and Sources for the Low Dose Rate Exposure Facility (Interagency Agreement 40-35-64).
11. 1967 letter from John R. Totter (AEC) to Francis B. Smith (NASA), subject; Purchase Order R-104.
12. February 23, 1968, letter from Herman M. Roth (AEC) to Dr. William G. Pollard (ORAU), subject; NASA Funds for Continuation of Retrospective Study of Radiation Effects - Order R-104, Task No. 9, Amendment No. 4 (Interagency Agreement 40-35-64).
13. October 8, 1963, notes re; Proposed Contract Work Statement with AEC, Department of Medicine and Biology, subject; Radiological and Radiobiological Services.
14. July 2, 1964, letter from John C. Whitnah (AEC) to A. C. Wilder, Jr. (NASA), acknowledging receipt of NASA Purchase Order T-28629(G), dated June 24, 1964, for Job Order No. 914-70-50-02-00-00-EC-00-EC61-2510.
15. July 31, 1964, draft letter to Dr. Herman M. Roth, subject; ORINS Assistance to NASA-Manned Spacecraft Center in Study of Total Body Irradiation Effects (Proposed Interagency Agreement 40-41-46).
16. June 17, 1964, letter from Herman M. Roth (AEC) to Dr. William G. Pollard (ORINS), subject; Retrospective Study of Radiation Effects for NASA Order R-104, Task No. 9 (Interagency Agreement 40-35-64).
17. July 17, 1964, letter from Herman M. Roth to Dr. William G. Pollard, subject; ORINS Assistance to NASA-Manned Spacecraft Center in Study of Total Body Irradiation Effects (Proposed Interagency Agreement 40-41-64).
18. June 24, 1964, NASA Purchase Order No. T-28629(G), Job Order No. 914-70-50-02-00-00-EC-00-EC61-251-.

19. January 22, 1966, memo from Gould A. Andrews, re; Briefing Booklet.
20. January 9, 1967, letter from William G. Pollard (ORINS) to Herman M. Roth (AEC) subject; Work Conference on Dosimetry - NASA Program.
21. December 1967 letter from John R. Totter (AEC) to Francis B. Smith (NASA) re; Purchase Order R-104 Research.
22. January 11, 1968 letter from J. W. Humphreys, Jr. to Gould A. Andrews (ORAU), accepting offer to participate as an observer at Advisory Committee Meeting on January 22-23, 1968.
23. January 25, 1968, memorandum from John B. Storer (AEC) to S. R. Sapirie, subject; Transmittal of NASA Purchase Order.
24. February 1964, Schedule 189, Additional Explanation for Operating Costs, Budget Activity No. 06 09 02, Title; NASA - Retrospective Study of Radiation Effects.
25. April 23, 1965, Schedule 189, Additional Explanation for Operating Costs, Budget Activity No. 49 09, subject; Radiosensitivity of Man: A Study of Therapeutic and Accidental Whole-Body Irradiation, NASA.
26. August 1, 1966, Schedule 189, Additional Explanation for Operating Costs, Budget Activity No. 40 04, subject; Radiosensitivity in Man: A Study of Therapeutic and Accidental Whole-Body Irradiation - NASA.
27. September 1, 1968, Schedule 189, Additional Explanation for Operating Costs, Budget Activity No. 40-04, subject; Radiosensitivity in Man: A Study of Therapeutic and Accidental Whole-Body Irradiation - NASA.
28. October 8, 1969, Schedule 189, Explanation for Operating Costs, Budget Activity No. 40 04, subject; Radiosensitivity In Man: A Study of Therapeutic and Accidental Whole-Body Irradiation - NASA.
29. March 25, 1968, letter from Gould A. Andrews (ORAU) to Maj. Gen. James W. Humphreys, enclosing two research proposals.

30. March 25, 1968, letter from Gould A. Andrews (ORAU) to H. T. Christman (NASA), submitting unsolicited proposal for contractual support of a research project on morphologic and chemical changes in the blood of animals and man following protracted irradiation at low-dose rates.
31. 1968 notes (unsigned) re: Pulmonary Impedance Pneumograph.
32. January 28, 1969, letter from Herman M. Roth (AEC) to William G. Pollard (ORAU), subject; ORAU Study of Therapeutic and Accidental Whole Body Irradiation for NASA (NASA Order No. W-12,792, Task 9, AEC Interagency Agreement 40-35-64).
33. Undated Statement of Work of a Program for the Evaluation of Patients Who Will be Receiving Therapeutic Total Body Radiation in Values that are as Directly Applicable as Possible to the Prediction of the Effects on Man of Radiation in the Space Environment.
34. June 1, 1965, ORINS Supplementary Progress Report to NASA, re: ORINS Total-Body Irradiation Study.
35. November 15, 1965, ORINS Summarization Report of Progress for NASA, subject; Clinical Studies of Radiation Effects in Man: A Preliminary Report of a Retrospective Search for Dose-Response Relationships in the Prodromal Syndrome.
36. January 1969, Interim Progress Report to the Office of Manned Space Flight, NASA, on studies basic to understanding human radiosensitivity.
37. Undated notes re: Patient dosimetry for the low exposure-rate total-body irradiator.
38. Undated LETBI Dosimetry Progress Report.
39. July 1, 1964, ORINS Preliminary Progress Report to NASA, subject; A Retrospective Evaluation of the Radiosensitivity of Man Based on Therapeutic and Accidental Whole-Body Irradiation.
40. Conf-680920, Proceedings of the 2nd International Conference on Luminescence Dosimetry, Gatlinburg, TN, Sept. 23-26, 1968, USAEC and ORNL, subject; Phantom Depth-Dose Measurements with Extruded LiF in a Low-Exposure Rate Total-Body Irradiator.

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- 41. Undated AEC/DBM/NASA Supported Studies at ORAU. CC-10
- 42. Undated report on Radiation Dose-Response Relations Derived from Clinical Data (ORAU). SULLIVAN  
TS  
8/27/84
- 43. July 15, 1968, ORAU Proposal for Acquisition of an On-Line Real-Time Computer for Data Acquisition and Reduction. CC-10  
~~HAFF~~
- 44. Letter Contract No. AT-40-1-GEN-33 between the United States Atomic Energy Commission and Oak Ridge Institute of Nuclear Studies dated March 18, 1947, and its supplements, and the definitive Contract No. AT-40-1-GEN-33, between the same parties dated May 24, 1948, together with all supplements and modifications to this contract executed between January 1, 1963 and December 31, 1969. 8/27/84  
AD-40  
~~HAFF~~  
8/27/84
- 45. Oak Ridge Institute of Nuclear Studies Medical Division Research Report for 1963. Similar Medical Division Research Reports for the years 1964 (ORINS-49), 1966 (ORAU-101), 1967 (ORAU-106), 1968 (ORAU 107), and 1969 (ORAU-110) are commercially available to the public and can be obtained by contacting the National Technical Information Services, Springfield, VA 22151.

All of the enclosed documents were obtained from a search of ORAU's active files for Department of Energy (DOE) records and from DOE's active files.

The enclosures consist of 785 pages. Search time included 40 hours of clerical time and 16 hours of professional time. At the reproduction charge (10¢ per page) and the search charge (\$9.00 per hour for clerical time and \$18 per hour for professional time) established by DOE's regulations implementing the FOIA, the total charge for our response is \$726.50. Therefore, our Finance Division will be sending you a check for \$1,381.00, the difference between our estimated cost of complying with your request and the actual cost as chargeable under DOE's regulations.

Sincerely,  
*P. T. Marquess*  
P. T. Marquess  
Authorizing Official  
Assistant Manager  
for Administration

CC-10:TPS

Enclosures:  
As stated

CC-10:TPSullivan:mh:61208:8/27/84

1116264

bcc w/o enc: William R. Bibb, ER-11  
William E. Felling, ORAU  
Wayne Range, M-4  
Betty Hensley, AD-43

1116265

August 24, 1984

Index

1. March 3-4, 1966, ORAU Medical Program Review Committee List
2. December 12-13, 1963, Medical Review Committee List
3. February 25, 1964, Letter from William G. Pollard (ORAU) to Dr. Herman M. Roth (AEC), Subject: Report of Medical Program Review Committee
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13. October 8, 1963, Notes RE: Proposed Contract Work Statement With AEC, Department of Medicine AND Biology, Subject: Radiological and Radiobiological Services
14. July 2, 1964, Letter from John C. Whitnah (AEC) to A. C. Wilder, Jr. (NASA), Acknowledging Receipt of NASA Purchase Order T-28629(G), dated June 24, 1964 for Job Order No. 914-70-50-02-00-00-EC-00-~~EC~~61-2510

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15. July 31, 1964 Draft Letter to Dr. Herman M. Roth, Subject: ORINS Assistance to NASA-Manned Spacecraft Center in Study of Total Body Irradiation Effects (Proposed Interagency Agreement 40-41-46)
16. June 17, 1964, Letter from Herman M. Roth (AEC) to Dr. William G. Pollard (ORINS), Subject: Retrospective Study of Radiation Effects for NASA Order R-104, Task No. 9 (Interagency Agreement 40-35-64)
17. July 17, 1964, Letter from Herman M. Roth to Dr. William G. Pollard, Subject: ORINS Assistance to NASA-Manned Spacecraft Center in Study of Total Body Irradiation Effects (Proposed Interagency Agreement 40-41-64)
18. June 24, 1964 NASA Purchase Order No. T-28629(G), Job Order No. 914-70-50-02-00-00-EC-00-EC61-2510
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31. 1968 Notes (Unsigned) RE: Pulmonary Impedance Pneumograph
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41. Undated AEC/DBM/NASA Supported Studies at ORAU
42. Undated Report on Radiation Dose-Response Relations Derived from Clinical Data (ORAU)
43. July 15, 1968, ORAU Proposal for Acquisition of an On-Line Real-Time Computer for Data Acquisition and Reduction.

1965-24  
PREPARED  
BY  
*[Handwritten signatures]*

CONTRACT SECTION

Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear Studies  
Modification No. 37

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 23rd day of June, 1965, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented herein by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor"), 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;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor have heretofore entered into Contract No. AT-(40-1)-GEN-33, which contract has been amended a number of times; and

WHEREAS, the parties have agreed upon a change in the provisions of Article V, Paragraph 2., of said contract with respect to advances of Government funds as hereinafter provided; and

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

NOW, THEREFORE, the parties hereto do mutually agree that Contract No. AT-(40-1)-GEN-33, as previously amended, is further amended in the following particulars, but in no others:

1. Article V, Paragraph 2., is amended by deleting the words "shall be made by check payable to the Contractor and" following the words "Government funds" and ahead of the words "shall be deposited" in the first and second lines of the paragraph.

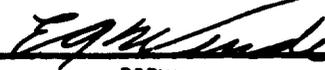
*[Handwritten signature]*

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY:



DEPUTY MANAGER  
OAK RIDGE OPERATIONS

(Contracting Officer)

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ Paul M. Gross

TITLE: President

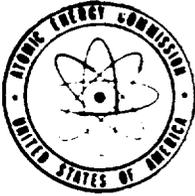
WITNESSES:

/s/ J. W. Rose, Jr.

ORINS, Oak Ridge, Tenn.  
(Address)

/s/ W. R. Ramsay

ORINS, Oak Ridge, Tenn.  
(Address)



UNITED STATES  
ATOMIC ENERGY COMMISSION

RECEIVED  
PREPARED  
APPROVED  
JUL 25 1965  
CONTRACT SECTION

IN REPLY REFER TO:  
MC:ERR

Oak Ridge, Tennessee 37831  
June 25, 1965

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$77,219.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract is \$43,461,327.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY  
COMMISSION

BY: /s/ R. G. Humphries  
(Contracting Officer)

R. G. Humphries, Director  
Contract Division, ORO

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

TITLE: Executive Director

DATE: July 6, 1965

*Illice Brown*

Typed [Signature]  
Prepared [Signature]  
Approved [Signature]

Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear Studies  
Modification No. 38

Return to [Signature]  
Contract Section [Signature]

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 9th day of September, 1965, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented herein by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor"), 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;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor have heretofore entered into Contract No. AT-(40-1)-GEN-33, which contract has been amended a number of times; and

WHEREAS, the parties have agreed upon the fixed overhead and the cost allowances contemplated by items o. and p. of Article IV, Section 2., for the Fiscal Year 1966, as hereinafter provided; and

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

NOW, THEREFORE, the parties hereto do mutually agree that Contract No. AT-(40-1)-GEN-33, as previously amended, is further amended in the following particulars, but in no others:

1. Article IV, Section 2, Item o. is hereby amended by adding new paragraph (vi) at the end of the item:

"(vi) In furtherance of the provisions of paragraph (i) of this Item o., the allowance provided for in this Item o. for the period commencing July 1, 1965, and ending on June 30, 1966, is agreed to be \$4,545.00 per month. It is understood and agreed that the above fixed overhead allowance shall constitute full compensation for and shall be paid in lieu of allowable cost for the items listed below during the ensuing period:

- (1) The salary, retirement, group insurance, social security and unemployment taxes of the Contractor's Executive Director.
- (2) Board and council travel except as provided in Item q. below.

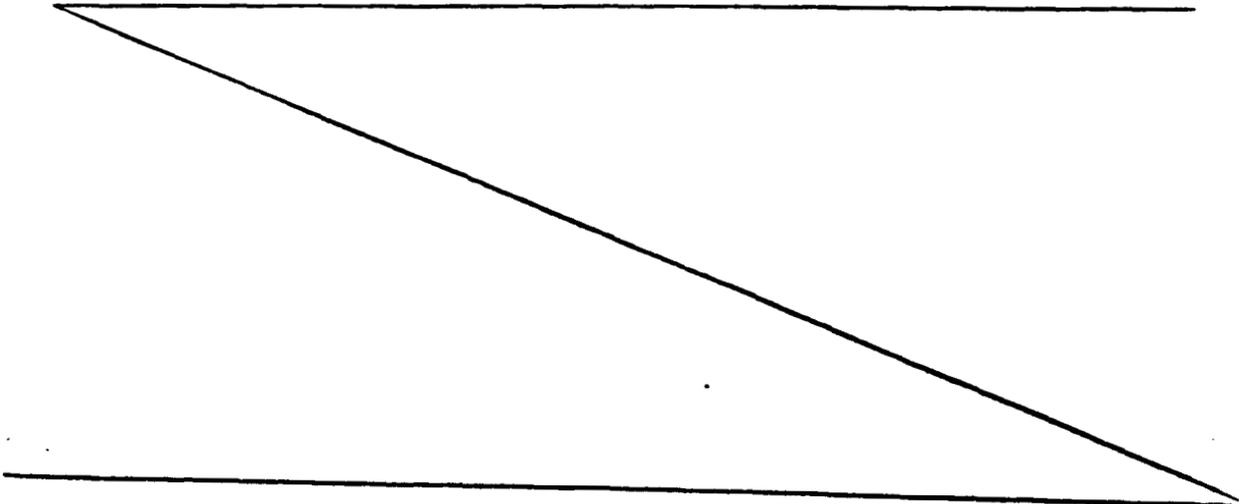
CERTIFIED A TRUE COPY  
BY [Signature]

1116273

- (3) Reception and orientation.
- (4) Charitable contributions.
- (5) Professional services for general corporate legal work and CPA audit of corporate affairs.
- (6) President's office.
- (7) Corporate materials, supplies, and furniture.
- (8) Corporate support of employee organizations.
- (9) Corporate space in library and Executive Director's office in Administration Building (cost computed on basis of amortization over 40-year period and 5% debt service).
- (10) Such other items as may be mutually agreed upon.

2. Article IV, Section 2, Item p. is hereby amended by adding the following new paragraph (v) at the end of the item:

"(v) In furtherance of the provisions of paragraph (i) of this Item p., the fixed cost allowance under this Item p. for the period commencing on July 1, 1965, and ending on June 30, 1966, is agreed to be \$4,979.00."



IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ R. G. Humphries  
Original Signed By

R. G. Humphries, Director  
Contract Division, OAC

(Contracting Officer)

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ Eric Rodgers

Eric Rodgers

TITLE: Vice-President

WITNESSES:

/s/ Doris Albright  
Drawer W  
University, Alabama  
(Address)

/s/ Margaret A. Johnson  
11 Sherwood Drive  
Tuscaloosa, Alabama  
(Address)



UNITED STATES  
ATOMIC ENERGY COMMISSION

TYPED mal  
PREPARED W  
APPROVED W  
W  
W  
W

IN REPLY REFER TO:

MC:JG

Oak Ridge, Tennessee 37831  
September 28, 1965

RETURN TO  
CONTRACT SECTION  
[Signature]

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

Reference is made to Contract No. AT-(40-1)-GEN-33.

In accordance with Section 4 of Article II, the amount obligated with respect to this contract is increased from \$43,461,327.00 to \$43,834,327.00.

It will be appreciated if you will acknowledge receipt of this letter in the space provided below and return one copy to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY  
COMMISSION

BY: /s/ R. G. Humphries  
(Contracting Officer)

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

TITLE: Executive Director

DATE: September 29, 1965

CERTIFIED A TRUE COPY  
BY [Signature]

1116276



UNITED STATES  
ATOMIC ENERGY COMMISSION

*[Handwritten initials and signatures]*

IN REPLY REFER TO:  
MC:JJM

Oak Ridge, Tennessee 37831  
October 28, 1965

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$514,000.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract is \$44,348,327.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: U. S. ATOMIC ENERGY COMMISSION

BY: /s/ S. R. Sapir  
Contracting Officer

RECEIVED:

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

William G. Pollard

TITLE: Executive Director

DATE: November 2, 1965

CERTIFIED & TRUE COPY

BY [Handwritten Signature]



UNITED STATES  
ATOMIC ENERGY COMMISSION

PREPARED WJW  
APPROVED [Signature]  
[Signature]  
[Signature]  
RETURN TO  
CONTRACT SECTION

IN REPLY REFER TO:

MC:ABG

Oak Ridge, Tennessee 37831  
November 30, 1965

Letter Supplement to  
Contract No. AT-(40-1)-GEN-33

Oak Ridge Institute of Nuclear Studies  
Post Office Box 117  
Oak Ridge, Tennessee

Gentlemen:

In accordance with Section 4 of Article II of Contract No. AT-(40-1)-GEN-33, you are hereby advised that the amount presently obligated by the Government with reference to this contract has been increased in the amount of \$4,280,000.00. As a result of this increase, the total amount presently obligated by the Government with reference to this contract is \$48,628,327.00.

Please acknowledge receipt of this notice in the space provided below and return the original to this office.

Very truly yours,

UNITED STATES OF AMERICA

BY: U. S. ATOMIC ENERGY COMMISSION

BY: /s/ E. A. Wende  
Contracting Officer

RECEIVED: December 1, 1965

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard  
William G. Pollard

TITLE: Executive Director

DATE: December 2, 1965

CERTIFIED A TRUE COPY

BY Jean Genn

1116278

TYPED \_\_\_\_\_  
PREPARED JK  
APPROVED W. H. ...

Contract No. AT-(40-1)-GEN-33  
Oak Ridge Institute of Nuclear Studies GEN  
Modification No. 39 7/16/66

FORM \_\_\_\_\_  
CONTRACTOR SECTION

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 30th day of December, 1965, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented herein by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor"), an educational corporation, not for profit, organized and existing under the laws of the State of Tennessee, with its principal office at Oak Ridge, Tennessee;

WITNESSETH THAT:

WHEREAS, the Government and the Contractor have heretofore entered into Contract No. AT-(40-1)-GEN-33, which contract has previously been amended a number of times; and

WHEREAS, by resolution of the Contractor's Board of Directors adopted June 25, 1965, and ratification of said resolution by the Contractor's Membership at its annual meeting held on October 19, 1965, the name of the Contractor was changed from Oak Ridge Institute of Nuclear Studies to Oak Ridge Associated Universities and such change has been duly recorded by the Secretary of State of Tennessee and filed with the Register of Anderson County, Tennessee, effective January 1, 1966; and

WHEREAS, the parties are desirous of modifying said contract further so as to have it reflect such change in corporate name; and

WHEREAS, this Supplemental Agreement is authorized by law, including the Atomic Energy Act of 1954, as amended;

NOW, THEREFORE, it is agreed that Contract No. AT-(40-1)-GEN-33 is modified in the following respect only:

Effective January 1, 1966, the name of the Contractor is changed from "Oak Ridge Institute of Nuclear Studies" to "Oak Ridge Associated Universities" and the term "Contractor" wherever found in the contract shall be deemed to refer to Oak Ridge Associated Universities.

CONFIDENTIAL & TRUE COPY  
BY W. H. ...

1116279

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY  
COMMISSION

BY: /s/ Ralph Elson

Ralph Elson, Acting Director  
Contract Division  
(Contracting Officer)

WITNESSES:

/s/ Melvin E. Koons

Oak Ridge, Tenn.  
(Address)

/s/ Helen K. Lewis

Oak Ridge, Tenn.  
(Address)

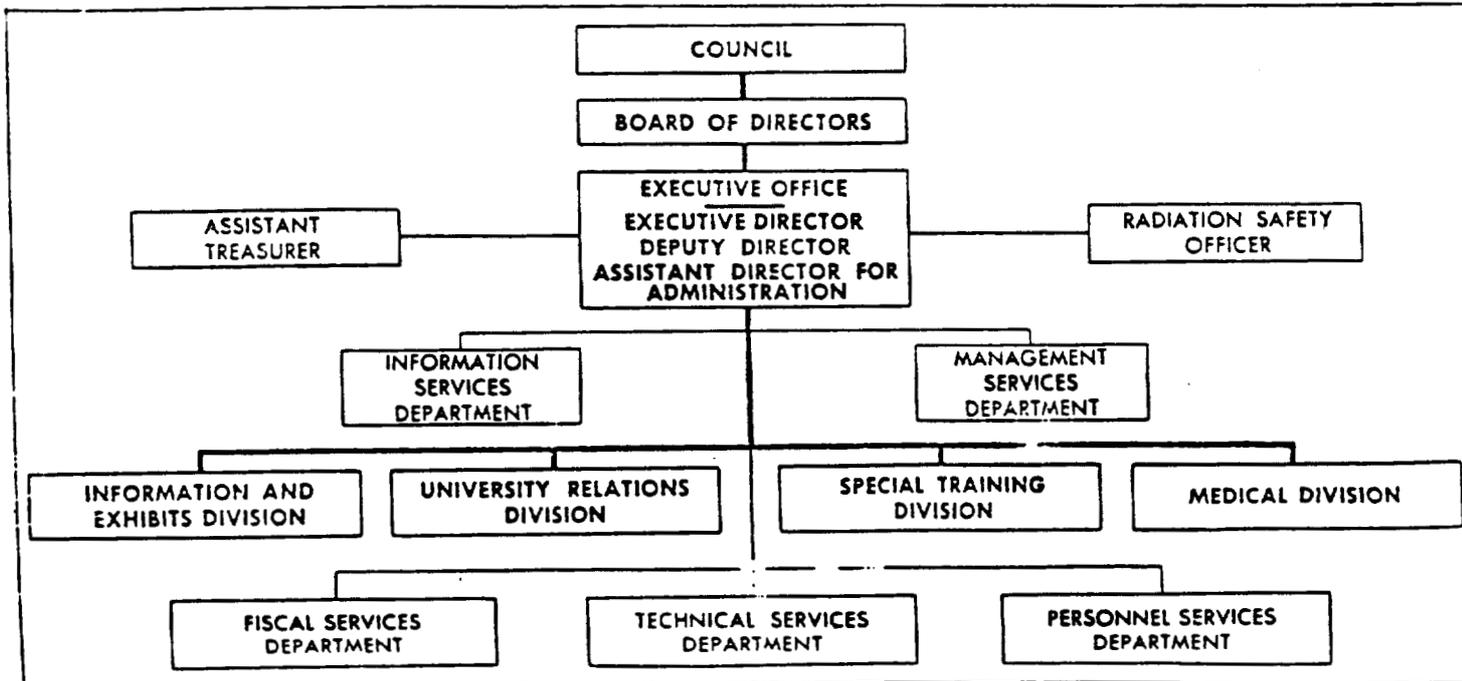
OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

BY: /s/ William G. Pollard

William G. Pollard  
TITLE: Executive Director

1963

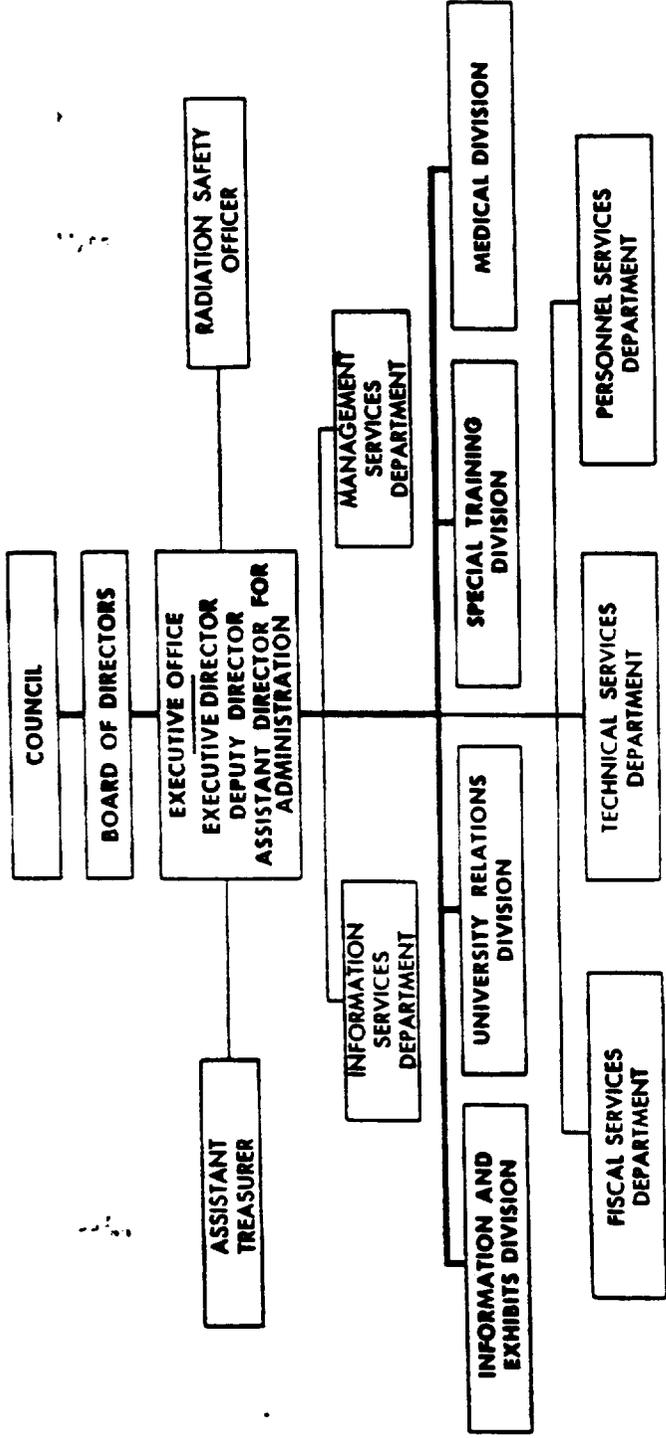
### OAK RIDGE INSTITUTE OF NUCLEAR STUDIES ORGANIZATION CHART



1116281

1964

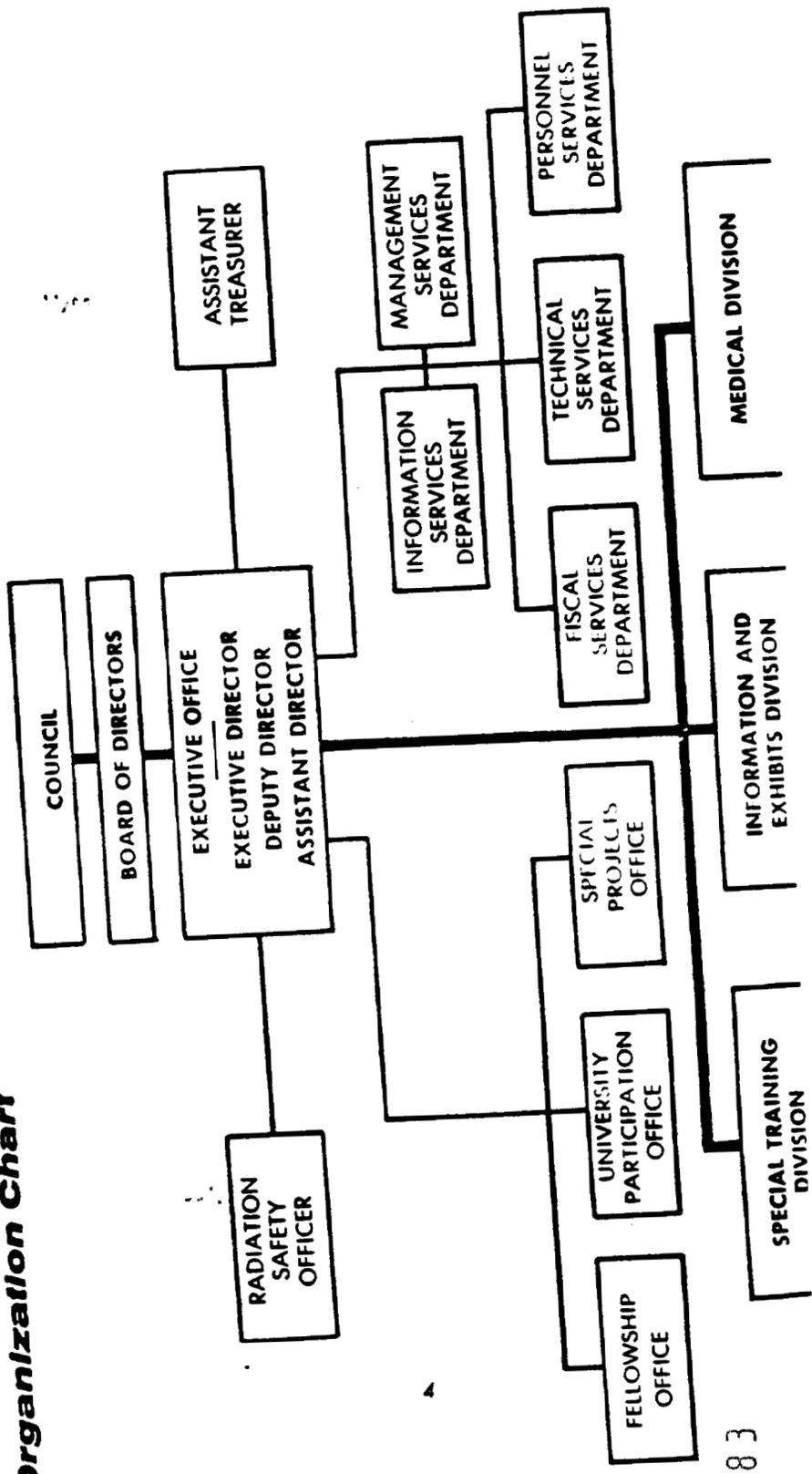
### ORGANIZATION CHART



1116282

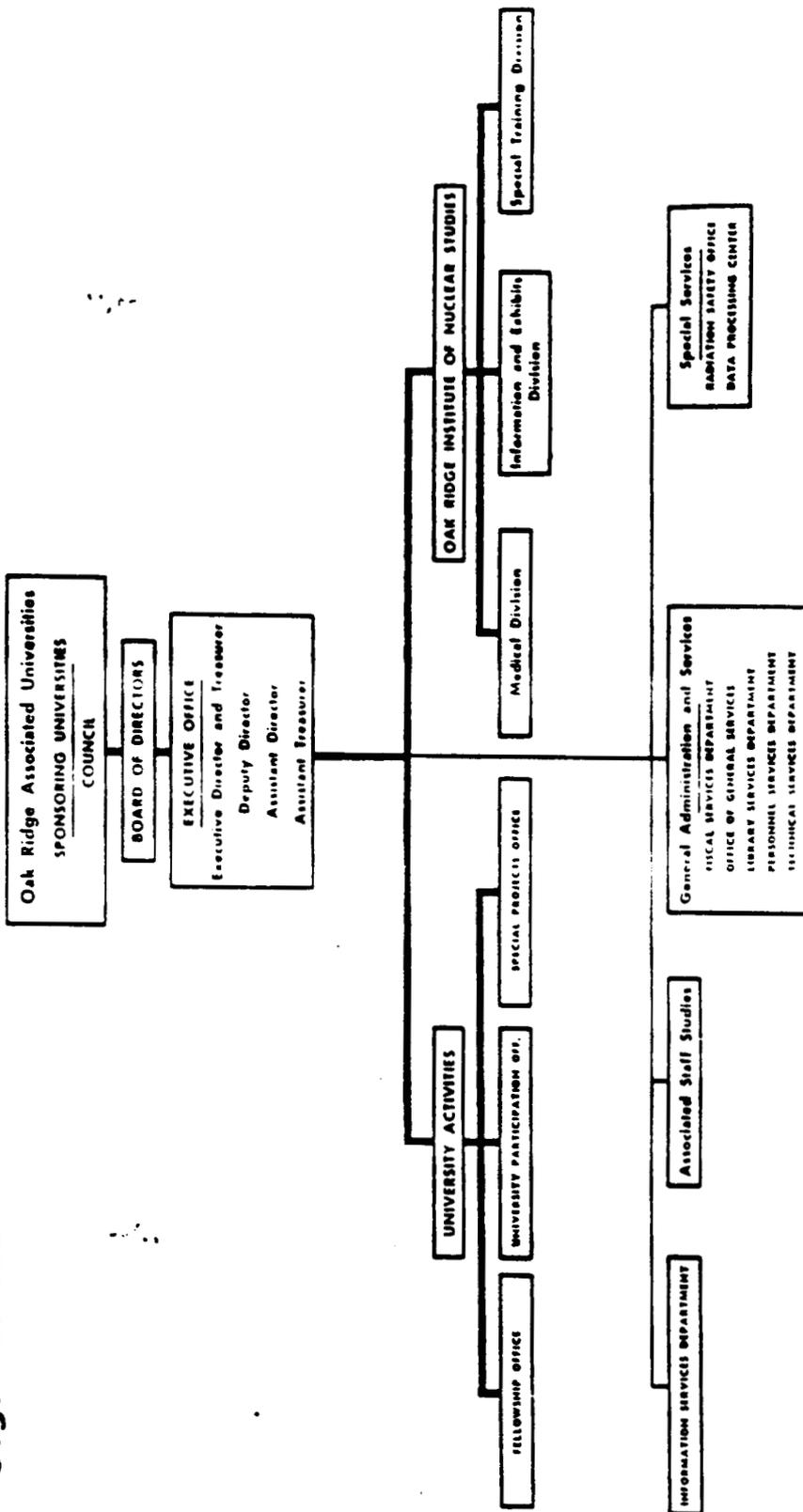
1965

### Organization Chart



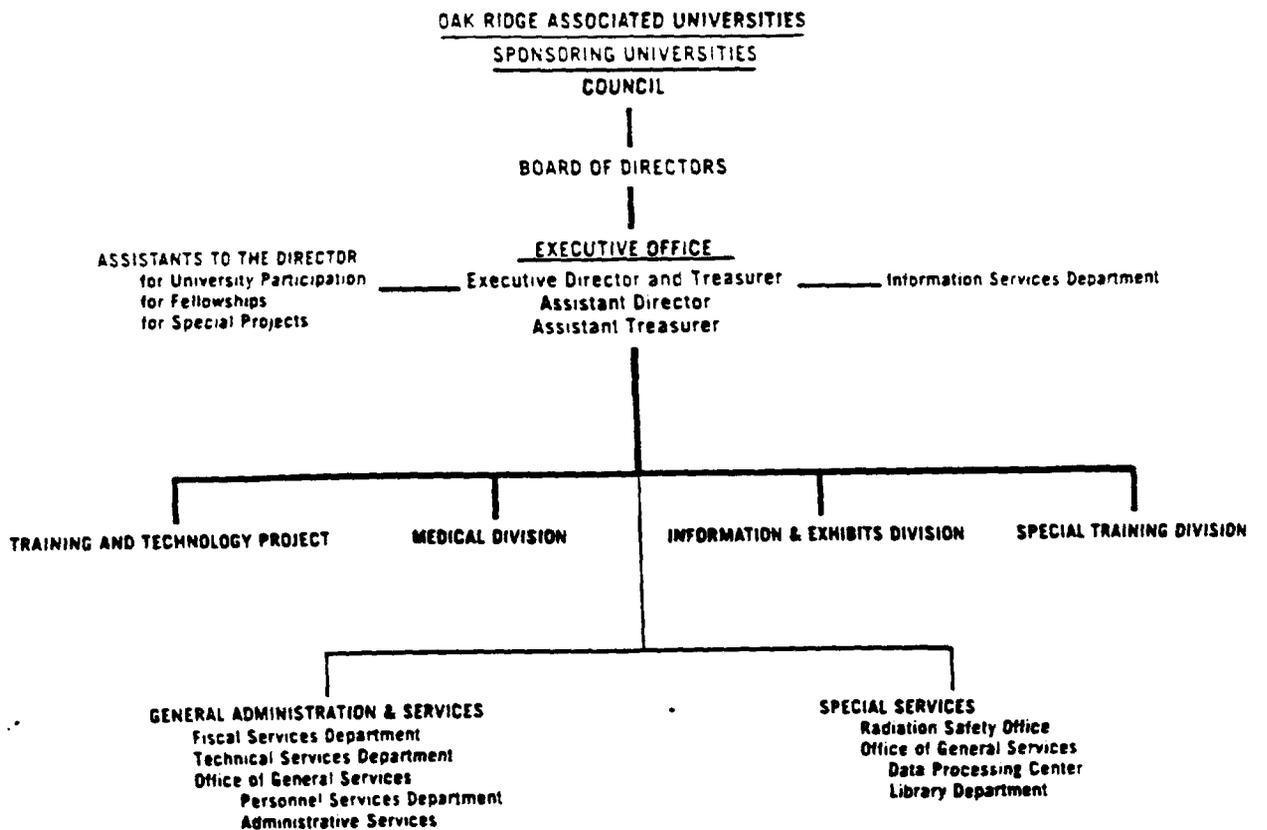
1116283

# Organization Chart



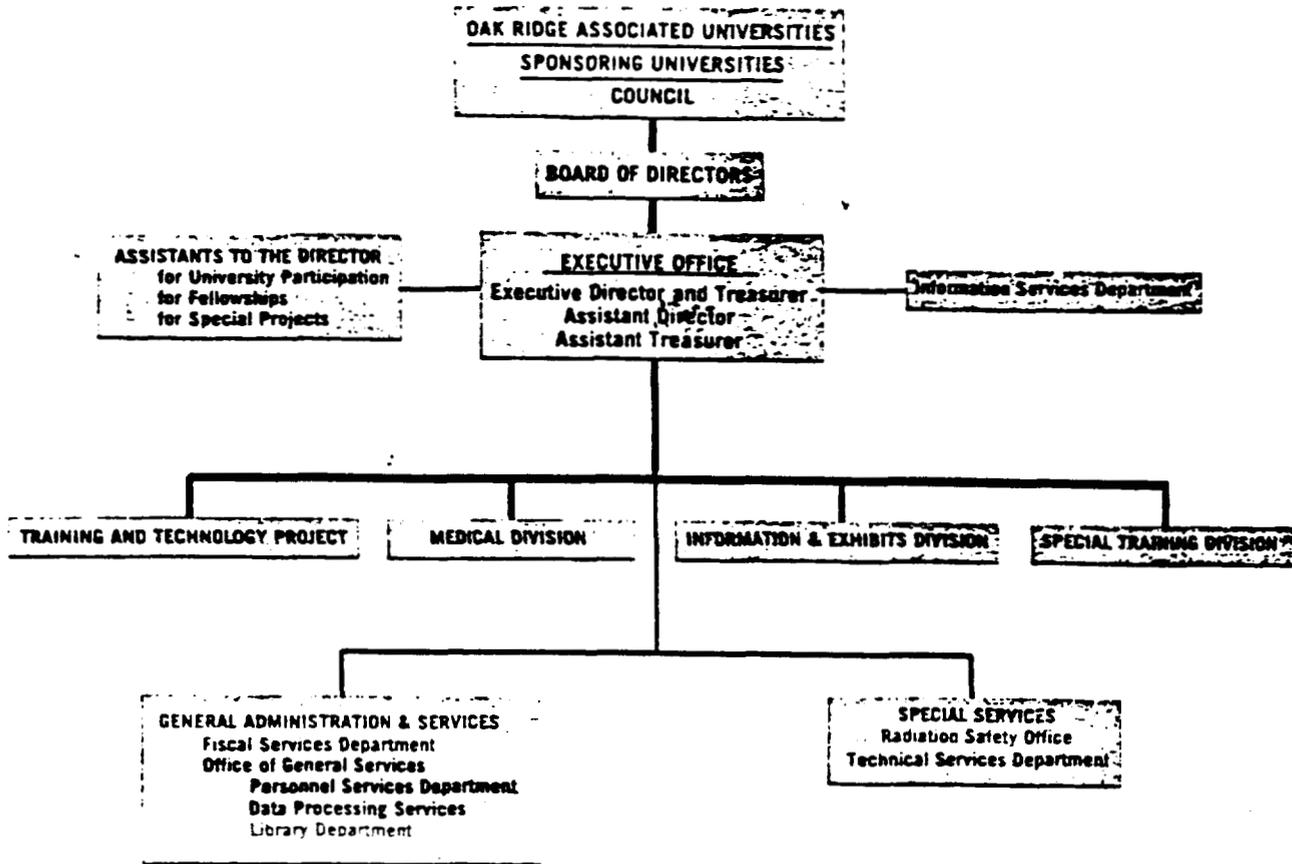
1967

# ORGANIZATION CHART



1116285

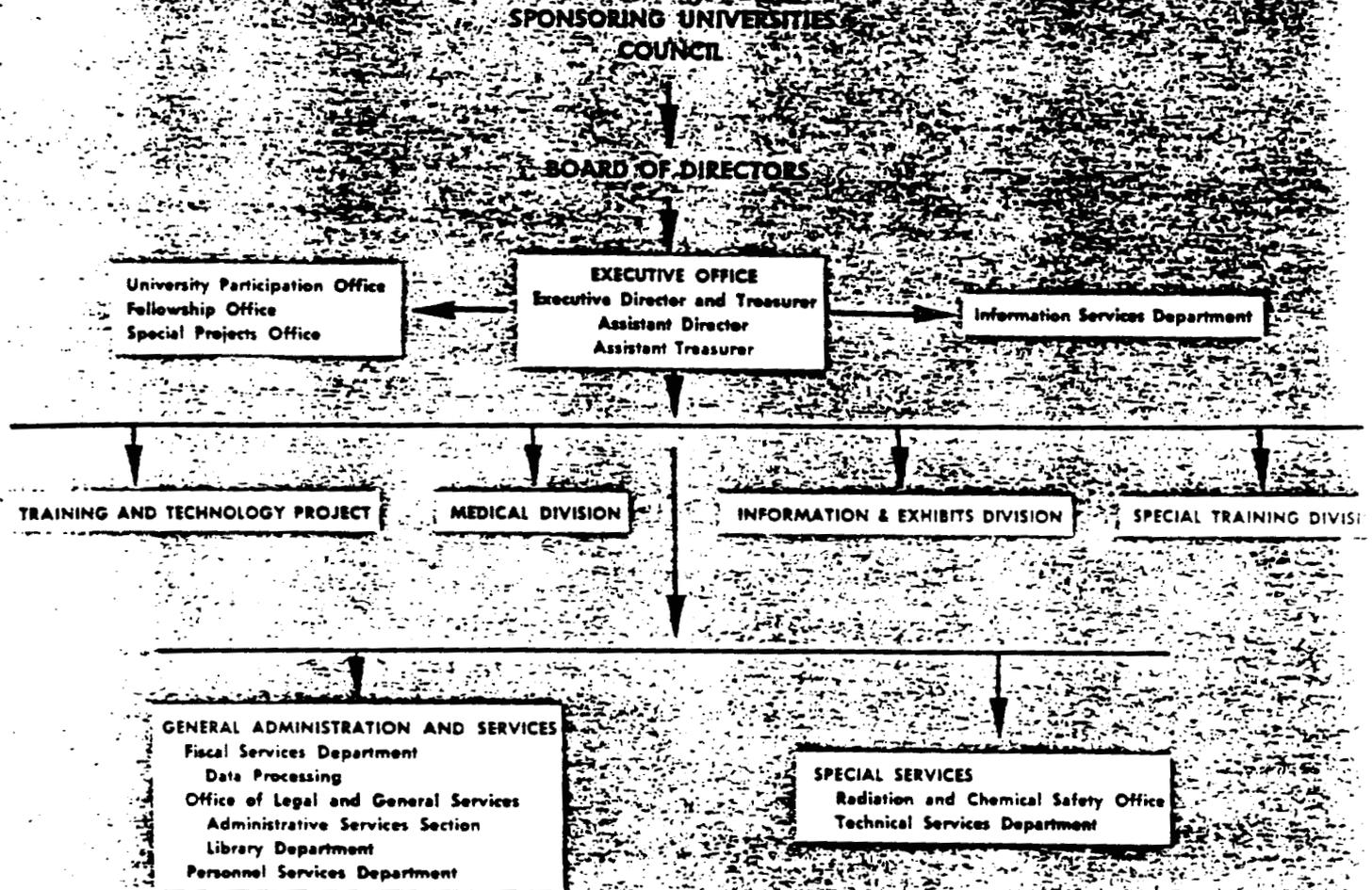
8961



1969

157

# ORGANIZATION CHART



Oak Ridge Associated Universities

P. O. Box 117 • Oak Ridge, Tennessee 37830

1116287

1964

# ORGANIZATION OF RESEARCH - ORINS MEDICAL DIVISION

MEMBER SCHEMES	
COUNCIL	W. G. Pollard <i>Executive Director</i>
BOARD	V. E. Parker <i>Deputy Director</i> F. M. Foy <i>Assistant Director</i>

MISSION	
I	Radiation Effects
II	Biomedical Applications

MAJOR OBJECT AREAS	
Mechanisms of Radiation Injury and Radio-sensitivity to Man	
Treatment of Radiation Injury	
Metals, Metabolism and Methods of Radioisotopes	
External and Internal Therapy with Radiation	
Radioisotopes in Diagnosis	

PROJECTS	
Clinical and Hematologic Effects of Irradiation	
Irradiation Effects on Bone Marrow Lipids	
Cytogenetic Effects of Irradiation	
Systems Biology Related to Irradiation	
Pathological Effects	
Role of Induction After Irradiation	
Immunologic Problems of Marrow Grafts	
Chimerism in the Fetus	
Biochemical Aspects of Hemoglobin Disease	
Metabolic Effects of Metals	
Development of Chemical Radio-pharmaceuticals	
Fetal body Irradiation	
Local Radiation with Anoxia	
Radiation Treatment of Cervical Disease	
Clinical Hematologic Scanning	
Chromosomal Defects	
Dynamic Studies of Biologic Isotopes	

STUDY SECTIONS	
CLINICAL	C. L. Edwards, D. A. White, R. Tamada
APPLIED RADIOBIOLOGY	C. C. Lushbaugh
METABOLISM	K. M. Rad, Inc., G. C. Sykes, R. J. Hayes, V. Hulsh
IMMUNOLOGY	N. Cerqueira
CYTOGENETICS	K. O. Gubb
PATHOLOGY	B. Nelson
RADIOTHERAPY	J. V. Conner
HEMATOLOGY	G. A. Andrews, R. M. Kinsley
SYSTEMS BIOLOGY	R. J. Kretschmar
LIPID METABOLISM	J. Snyder, J. S. Redinger
RADIATION SAFETY	R. J. Chantler

RESOURCES	
MEDICAL ELECTRONICS	A. C. Morris, Jr.
COMPUTER ELECTRONICS	J. H. Hartman
WHOLE BODY COUNTING	W. D. Gibbs
PATHOLOGY	M. Smith
ANIMAL FACILITY	J. A. Cross

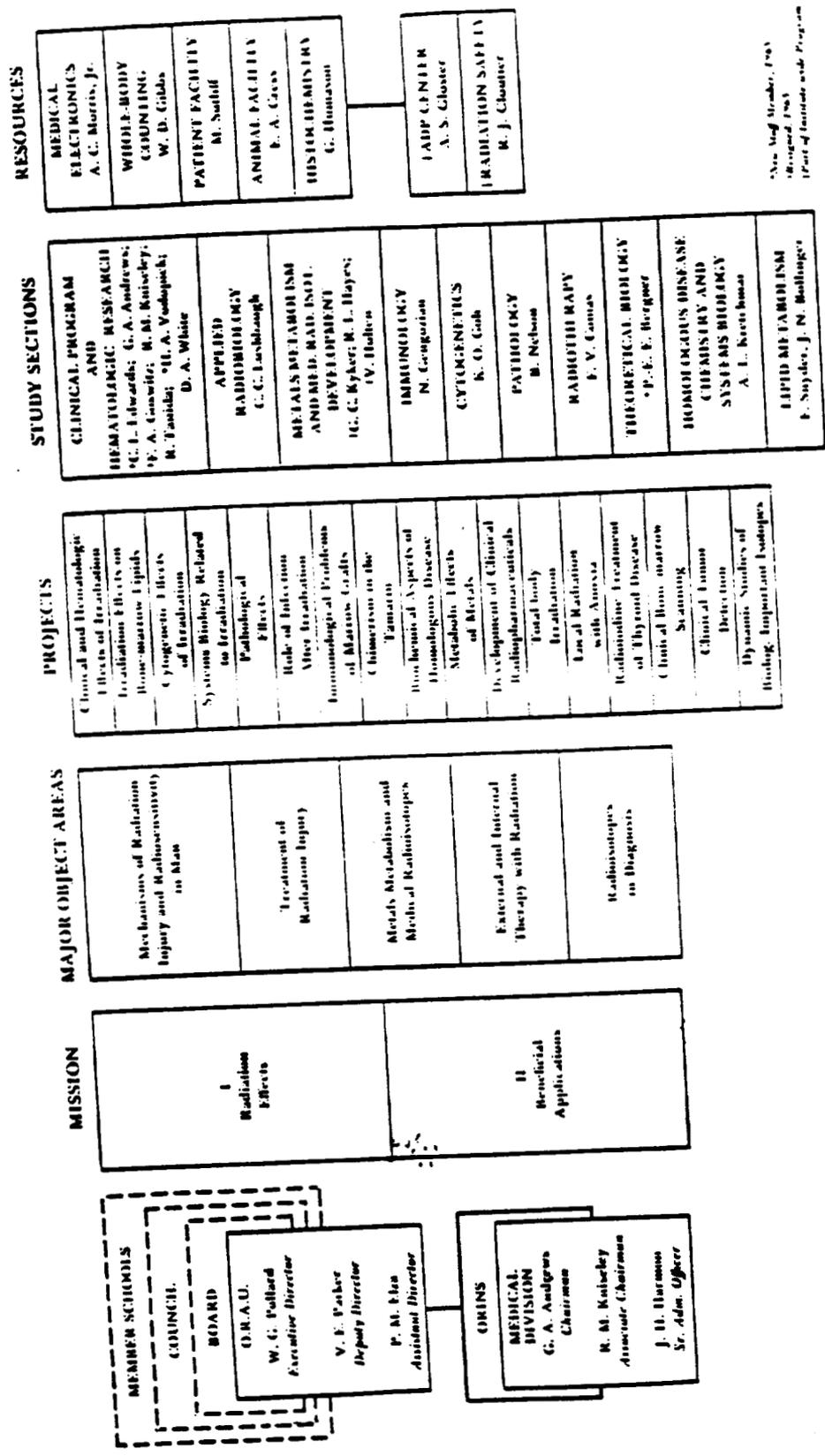
**MEDICAL DIVISION**  
 G. A. Andrews  
*Chairman*  
 R. M. Kinsley  
*Asst. Chairman*  
 J. H. Hartman  
*Sr. Adm. Officer*

111b288

*Part of Institute Health Program*

1965

ORGANIZATION OF RESEARCH—ORINS MEDICAL DIVISION



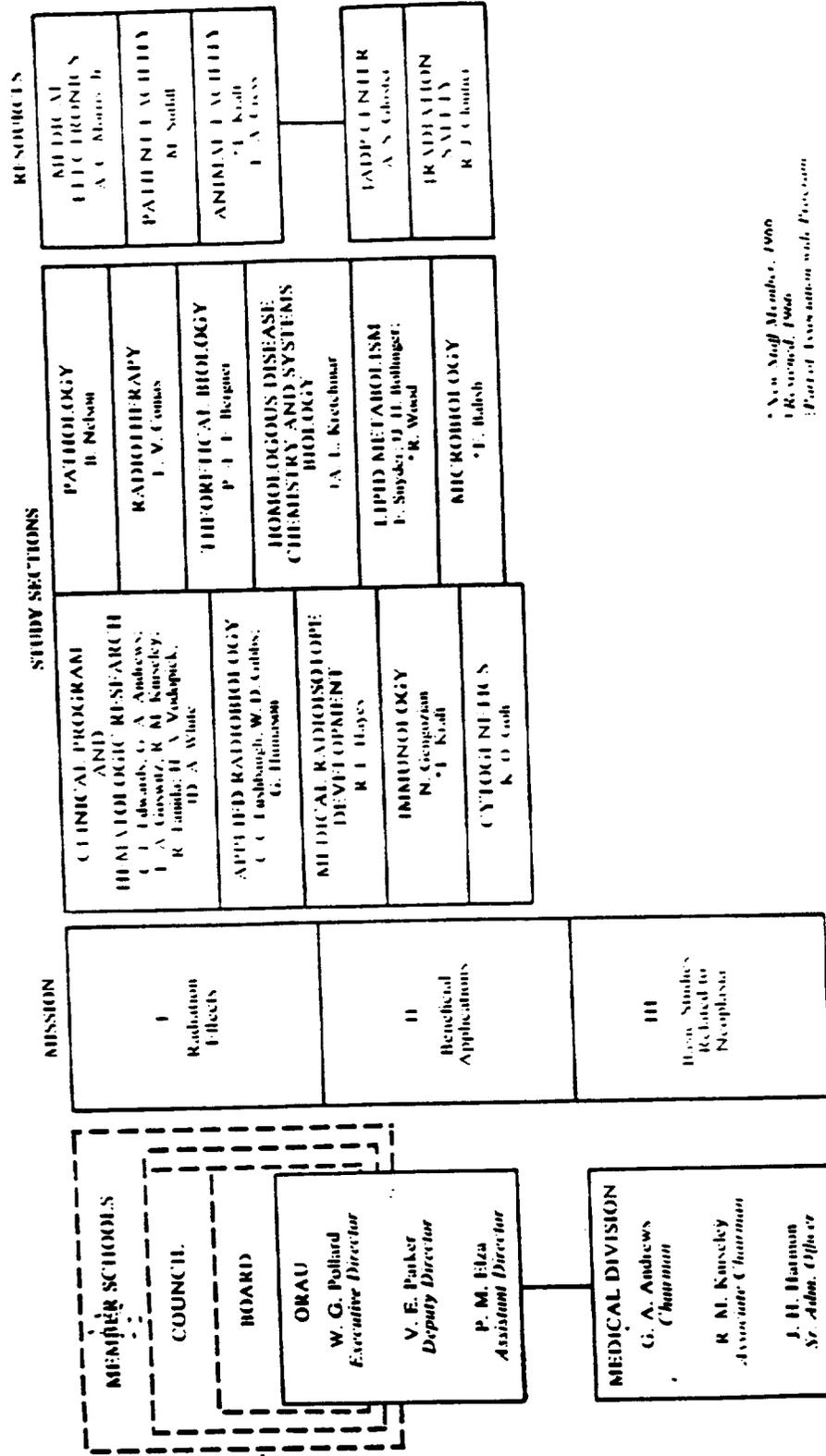
Non-Voting Member, F-33  
 (Organized, 1963)  
 (Part of Institute-wide Program)

1116289

The of the porte of Bio Aero of the funds tama of He with Rese Epid A upon a va to g radi of the treat irra clin of the stit Uni rate mal Nuc an C. Rid to t pos Dr. ver bic de

1966

ORGANIZATION OF RESEARCH—ORAU MEDICAL DIVISION

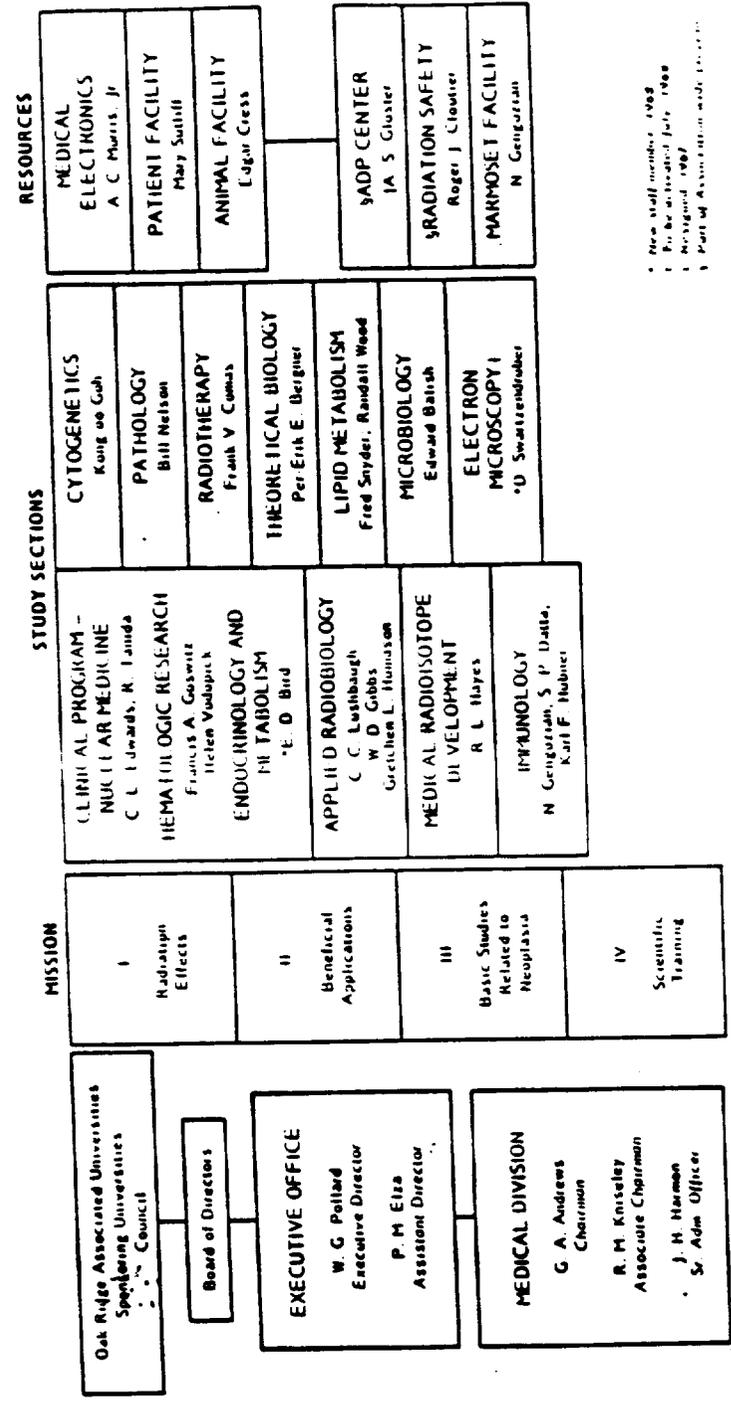


11116290

\* New Staff Members, 1966  
 † Revised, 1966  
 ‡ Part of Agreement with Princeton

1967

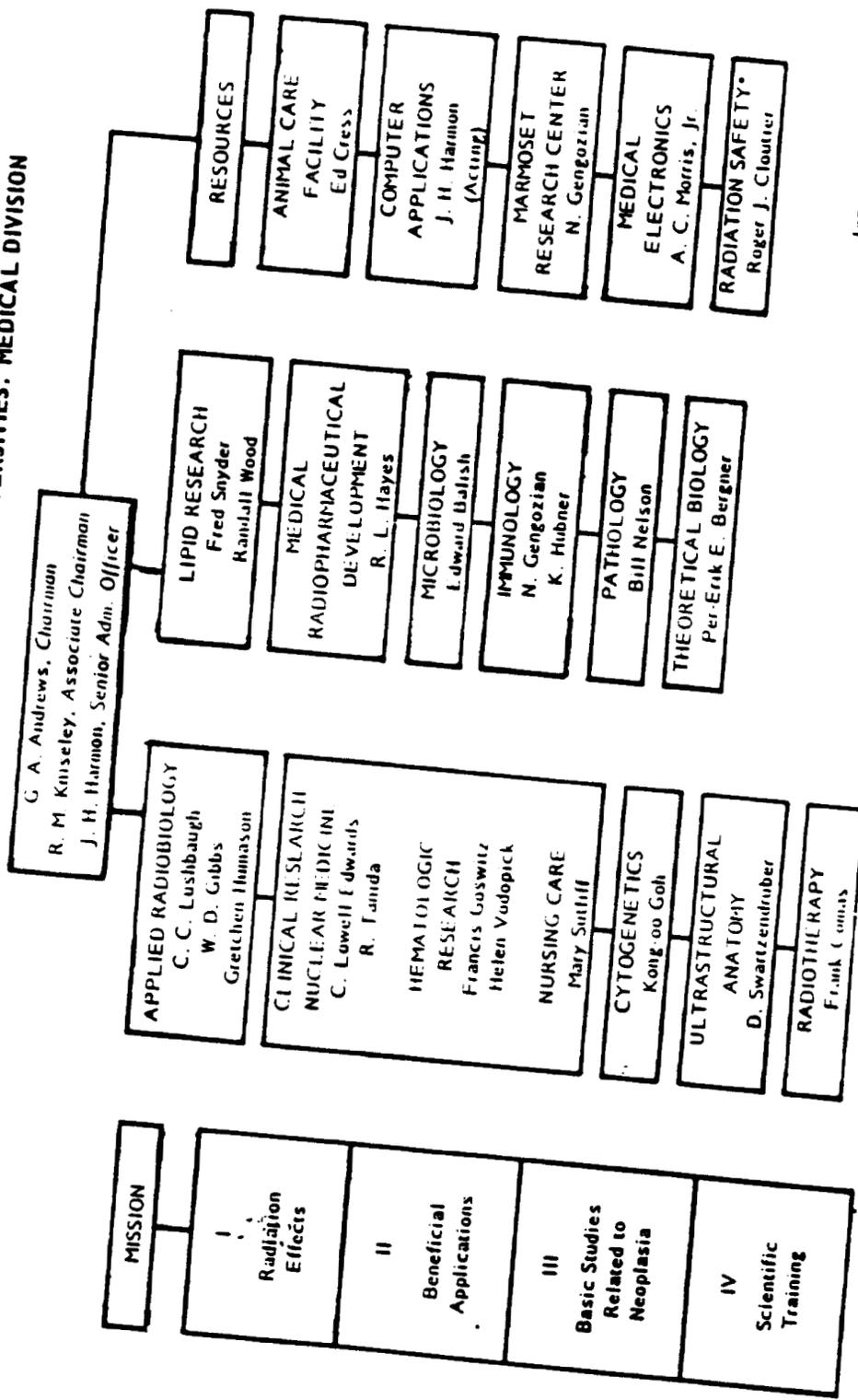
ORGANIZATION OF RESEARCH -- OAK RIDGE ASSOCIATED UNIVERSITIES MEDICAL DIVISION



\* New staff member 1968  
 \* To be activated July 1968  
 \* Reassigned 1967  
 \* Part of Association made 1967

1116291

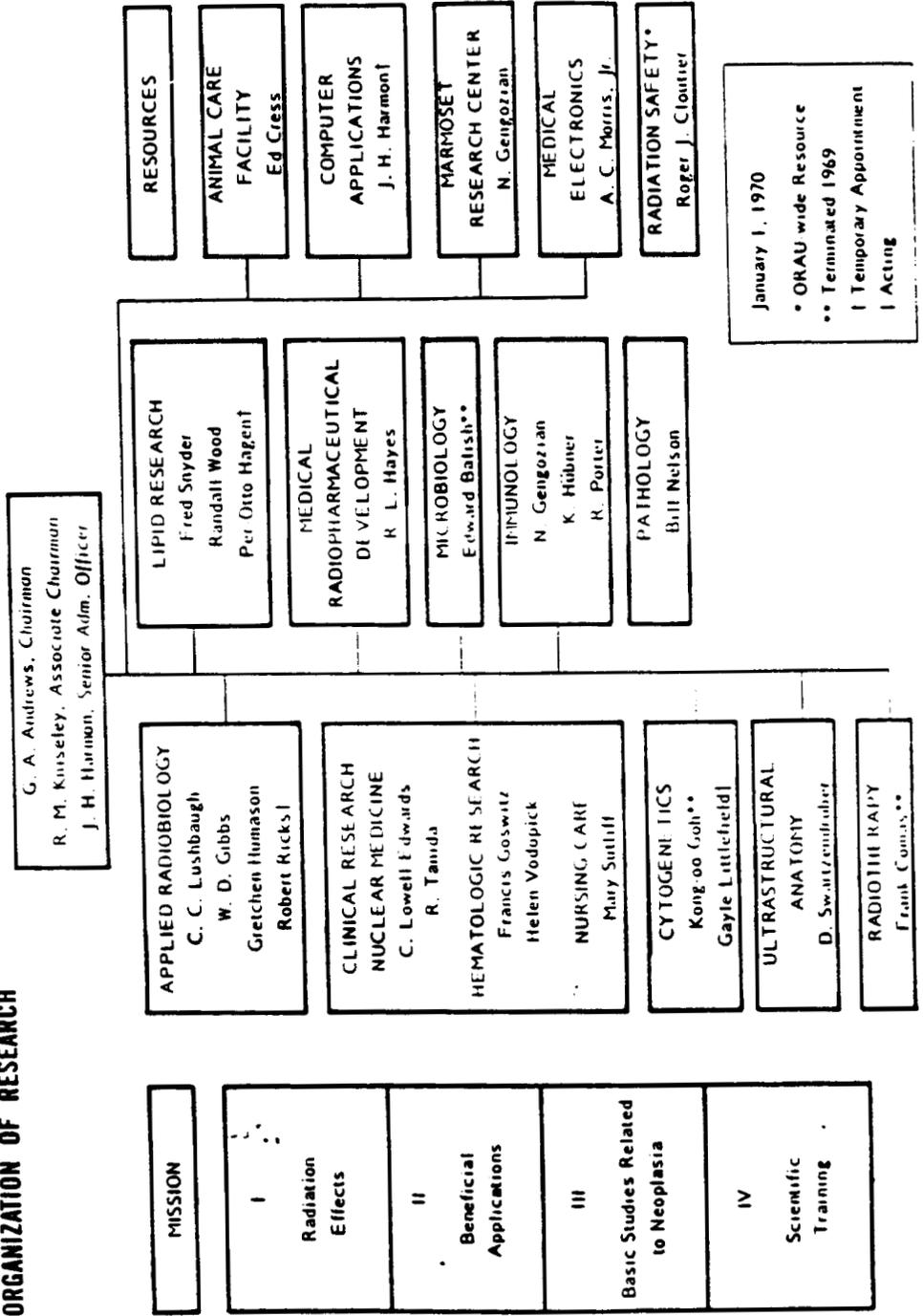
ORGANIZATION OF RESEARCH - OAK RIDGE ASSOCIATED UNIVERSITIES. MEDICAL DIVISION



January 1, 1969  
ORAU-wide Resource

1116292

**ORGANIZATION OF RESEARCH**



August 28, 1984

CC-10:MRHenry

Request to Issue Refund

Betty Hensley, Chief, Accounts Payable, Payroll & Travel Section  
Trial Lawyers for Public Justice furnished this office a check for  
\$2,107.50 as estimated search time and reproduction charge to  
reply to their Freedom of Information Act (FOIA) request of  
May 25, 1984, and the total cost was only \$726.50. Please refund  
the difference of \$1,381.00 to them. I have attached a copy of  
the FOIA reply letter so you will have their proper address.

Original Signed By:

Timothy P. Sullivan *by [signature]*

Timothy P. Sullivan, Attorney  
Office of Chief Counsel

Attachment:  
As stated

MRHenry:61204:8/28/84

1116294

PERSONNEL *1*

FOIA

*Timothy P. Sullivan* *4/3/84*

2. RETURN TO POSTMASTER FOR FEES

1. The following service is requested (check one):

- Show to whom and date delivered
- Show to whom, date, and address of delivery

2.  RESTRICTED DELIVERY (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ \_\_\_\_\_

3. ARTICLE ADDRESSED TO:  
 Susan Vogel, Trial Lawyers for  
 9000 P Street, N.W. Public Justice  
 Washington, DC 20036

4. TYPE OF SERVICE:  REGISTERED  INSURED  
 CERTIFIED  COD

ARTICLE NUMBER: 786608

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE: *[Signature]*

DATE OF DELIVERY: 8/30/81

6. ADDRESSEE'S ADDRESS: [Redacted]

7. UNABLE TO DELIVER BECAUSE: [Redacted]

EMPLOYEE'S INITIALS: [Redacted]

POSTMARK: AUG 30 1981

RETURN RECEIPT

• GPO: 1982-379-503

No. 786608  
 RECEIPT FOR CERTIFIED MAIL  
 NO INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)

SENT TO: Vogel, TLPJ

STREET AND NO: 9000 P Street NW

P.O., STATE AND ZIP CODE: Washington, DC 20036

POSTAGE	\$
CERTIFIED FEE	\$
SPECIAL DELIVERY	\$
RESTRICTED DELIVERY	\$
SHOW TO WHOM AND DATE DELIVERED	\$
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	\$
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	\$
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	\$
TOTAL POSTAGE AND FEES	\$
POSTMARK OR DATE	

CONSULT POSTMASTER FOR FEES

OPTIONAL SERVICES

RETURN RECEIPT SERVICE

78 Form 3800, Apr. 1976

1116295



Oak Ridge  
Associated Universities Post Office Box 117  
Oak Ridge, Tennessee 37831-0117

Executive  
Office

August 10, 1984

Dr. William R. Bibb, Director  
Energy Programs and Support Division  
U. S. Department of Energy  
Oak Ridge, Tennessee 37831

Subject: FOIA REQUEST - TRIAL LAWYERS FOR PUBLIC JUSTICE

Dear Dr. Bibb:

We are transmitting two copies of the documents which are responsive to the amended complaint to the Office of Chief Counsel.

We estimate that the response includes 675 pages. Search time is 40 hours of clerical time and 16 hours of professional time.

Sincerely yours,

William E. Felling  
Executive Director

KANNAN:psr

cc: Timothy Sullivan w/documents

1116296

The reports of the advisory committee  
are not government records because:

1. They were not paid for by  
with government funds  
ORAU paid for them with  
corporate funds.
2. The work was done by members  
of the ORAU Council. They  
are not employees of ORAU  
who are paid under the  
DOE-ORAU contract.
3. We have asserted this  
position before and DOE  
has agreed.

---

Phil's comments - also referred to: open 7 minutes of a Board  
meeting  
took about 10 pages of reports of Medical Union Training  
Comm.

Spoke w/ Barry on 8/14 - he told her would 18/24  
try to get out that week (also sp. on 8/20)

subsequent to conversation contacted Dunaway  
to see if we (v. ORAU) might have any of  
the medical committee program review  
committee reports referenced in 2/25/64  
letter to Roth from Pollard

Dunaway said couldn't locate any - so  
long ago - but he did not have anyone  
go through the boxes + boxes etc in our  
inactive files - also said no guarantee  
they would be there either.

We contacted Bly Blackburn at OSTI,  
she couldn't locate either, but did locate  
the Medical Division research report for 63 +  
successive years, except '65

TRIAL LAWYERS FOR PUBLIC JUSTICE, INC.

COUNSELLORS AT LAW

SUITE 611

2000 P STREET, NORTHWEST

WASHINGTON, D.C. 20036

202 463-8600

July 27, 1984

Department of Energy  
PO BOX E  
Oak Ridge, TN 37931  
ATTN: H.S. Oster, Jr.  
Director, Finance Division

Dear Mr. Oster:

Pursuant to instructions from Wayne Range, FOIA officer at Oak Ridge, we are enclosing with this letter a check for \$2,107.50 to cover the costs of our recent FOIA request. Please notify us when you receive this check and our request is being processed.

Thank you for your attention to this matter.

Sincerely,

*Ellen Barry*

Ellen Barry  
Law Clerk

*8/10 spoke w/ Ms. Barr  
she was very aggressive  
extension. I told her  
I would try to get it out  
wk. I so told her she  
would only be around 1000.  
under*

cc: Wayne Range  
FOIA Officer

*8/27 - explained not going  
to forward to HR - any k  
that DOE & ORNL/ORA  
would be through the k  
on sending.*

*8/24 - spoke w/ Barry again - she  
she wanted a copy of every k entered into  
ORNL, I explained would then forward to  
HR. I was not sure we would have other federal  
agency records*

TRIAL LAWYERS FOR PUBLIC JUSTICE  
2000 P ST., N.W. PH. 202-463-8600  
WASHINGTON, D.C. 20036

2518

15-55:5

PAY TO THE ORDER OF U.S. Department of Energy \$ 2,107.50  
Two thousand one hundred seven and 50/100 DOLLARS

AMERICAN SECURITY BANK, N.A.

Dupont Circle  
3 Dupont Circle, N.W.  
Washington, D.C. 20036

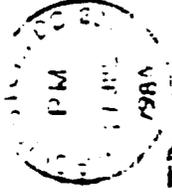
*William J. ...*  
*Sandy L. Shepherd*

FOR \_\_\_\_\_

⑈002518⑈ ⑆05400055⑆ ⑆29⑈853 67 347⑈

1116299

TRIAL LAWYERS FOR PUBLIC JUSTICE, P.C.  
Counsellors at Law  
Suite 611 - 2000 P Street, Northwest  
Washington, D. C. 20036



DEPT OF ENERGY  
WASHINGTON, DC

Wayne Range  
FOIA Officer  
Department of Energy  
Oak Ridge Operations  
Oak Ridge TN 37831

1116300

TRIAL MYERS FOR PUBLIC JUSTICE, INC.

COUNSELLORS AT LAW

SUITE 611

2000 P STREET, NORTHWEST

WASHINGTON, DC 20036

(202) 463-8600

81 MAY 31 A 9:20

May 25, 1984

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, Tennessee 37830

Dear Mr. Range:

I am writing to amend and narrow the focus of my Freedom of Information Act request submitted March 28, 1984 which you responded to on April 26, 1984.

I am most interested in the information referred to in my requests 4, 5, 8 and 9. Those items were:

4. The entire text of any site visit reports or any evaluations, planned or casual, whether at ORAU or ORINS or not, which reviews the medical programs or procedures or facility quality and operations at ORAU and its predecessor. With respect to this request, I would like the names, titles, addresses and telephone numbers of all those who participated in the site visits and any responses from the ORAU staff to these site visits. This request should not include documents listed in #11 below.

5. All contracts entered into with ORAU or its predecessor by any federal agency or entity or any entity owned or contracted by a federal agency operating or acting on behalf of a federal agency and ORAU or its predecessor which represents any financial relationship between the above-named entities and ORAU or its predecessor.

8. All quarterly technical progress reports for the years 1963-1969 required as part of a contract between ORAU/ORINS and NASA or AEC referred to in NASA-DEFENSE PURCHASE REQUEST Basic Purchase Order R-104 (Task 9) [subsequently #W-12,792] or T-88566 or AEC Interagency Agreement 40-35-64.

1116301

9. Any written proposals from or to NASA by or for ORAU/ minutes regarding the initial development of a program to study radiosensitivity in man. Such proposals may have been dated 1962 or 1963 or 1964. This request includes the written report or minutes of meetings referring to NASA proposal number 09-019-909 (033) dated July 8, 1964.

11. With respect to all of the items requested, please do not furnish the following material:

- A. Transcript of hearings by House Subcommittee on Human Body Irridation at Oak Ridge
- B. Oak Ridge Annual Report 1980
- C. Oak Ridge Annual Report 1972
- D. AEC - 4/16/74 ORAU Review s/Charles Carver, M.D., Manager, Biomedical Programs  
  
AEC - 5/9/74 to: James Liverman, Dir. Div. Bio-medical and Environmental Research; From: Charles Carver, M.D.
- E. Experimental Protocol Project/Task/Work Unit: 7757-05-18 (Jan.-Feb. 1977) Title The effects of radiation induced nausea...
- F. NASA Report NASA-TM-X-2440, 1972, pp. 974-980  
NASA Report NASA-TM-2440, 1972, pp. 393-415  
NASA Report NASA-TM-2440, 1972, pp. 238-248
- G. Post Attack Recovery from Nuclear War  
Proceedings from a Symposium held at Ft. Monroe, VA 1967
- H. ORAU 1964 Preliminary Progress Report to NASA incorporating a Retrospective Evaluation of Radio Sensitivity of Man Based on Therapeutic and Accidental Whole Body Irridation
- I. N75-32733 Reproduced for NASA by NASA Scientific and Technical Information Facility Report 1964-1974 (209 pp.)
- J. 1. 189 - Oct. 8, 1969 (Explanation for Operating Costs) Contract No. At (40-1)-GEN-33 Radiosensitivity in Man

2. 189 - September 1, 1968 (same as above)  
September 1, 1967  
August 1, 1966  
April 23, 1965  
January 14, 1964
3. NASA - DEFENSE purchase requests  
#T-88566 March 16, 1977
4. NASA - Defense purchase request  
Control No. 90323-030 Oct. 31, 1969
5. NASA - Defense purchase request  
#T-88566 December 15, 1968  
#T-88566 May 14, 1970  
November 4, 1970  
November 11, 1971  
May 19, 1972  
November 29, 1973  
October 5, 1974  
May 14, 1976  
March 16, 1973
6. Purchase Order/Invoice No. R-104, Task No. 9  
May 21, 1964 November 4, 1970  
January 11, 1965  
December 3, 1965  
January 16, 1968
- K. Interim Progress Report to Office of Manned Space  
Flight, NASA, on Studies Basic to Understanding  
Human Radiosensitivity January 1968
- L. Briefing Booklet prepared as a summary to illus-  
trate phases of retrospective studies on Total  
Body Irridation in Man, described in a briefing  
program at NASA, Washington, D.C. on January 22,  
1966 by Gould Andrews
- M. Correspondence
  1. From: Gould Andrews Date: 11/18/63  
To: Nathaniel Burr Re: Discussions for  
space program
  2. From: William Pollard Date: 12/5/63  
To: Herman Roth Re: Possible ORINS  
participation in  
NASA programs

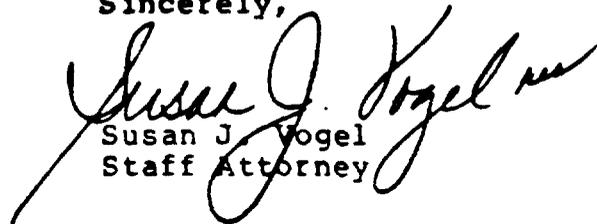


If any material requested in this letter has been destroyed, please refer me to the CFR citation in which you published notice that those materials were to be destroyed.

You will note that I delete the paragraph on p. 5 at the end of our previous request that asks for "all written communications, formal or informal . . ." because the material sought in this request refers to specific texts, reports, contracts and proposals. By narrowing and specifying my need in this request, I hope to simplify the search process. If my request is not clear or specific enough to direct the scope of your research, please provide me with information that describes your record keeping system so that I may direct my inquiry to your system. I would be happy to work with you to narrow or more completely define the kind of information I am seeking, so as to lower the cost of my search. If all or any part of this request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure available under the law.

I would appreciate your response to this request as quickly as possible, and I look forward to hearing from you within 10 days, as the law stipulates.

Sincerely,

  
Susan J. Vogel  
Staff Attorney

SJV:res

**TRIAL LAWYERS FOR PUBLIC JUSTICE, P.C.**

COUNSELLORS AT LAW

SUITE 611

2000 P STREET, NORTHWEST

WASHINGTON, D. C. 20036

(202) 463-8600

3/29/84

11:00 a.m.

March 28, 1984

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, TN 37830

Dear Mr. Range:

I am writing to amend my Freedom of Information Act request which I initially submitted on September 14, 1983. Pursuant to the Freedom of Information Act, 5 U.S.C. 522, Trial Lawyers for Public Justice is requesting access to the following material:

1. A copy of every communication between Oak Ridge Associated University (ORAU) or any predecessor of ORAU with the federal government or any department thereof, related to any experimentation on human or animal subjects using radiation in any way. With respect to this request, we are seeking any documents in the period 1946-1974 that include radiation in the discussion, even if radiation was not the emphasis of the document, and we would like the entire document. This request also includes any contracts that ORAU and its predecessors had with any government agency that has anything to do with radiation with the exception of communications listed below in #11.
2. All papers published or unpublished written by personnel at ORAU or its predecessor or any other government personnel, or papers written for the government which documents experiments conducted at ORAU using radiation, or which contain discussions of any experimental programs or procedures done at ORAU or its predecessors using radiation in any way. If papers are published and readily available at a government library in Washington, D.C., like the Department of Energy library, then only give citations. For the purposes of this section of the request, papers and reports requested are those written between 1946-1974 and do not include those listed below, in #11 and the following: ORAU-101, 106, 107, 110, 112, 113, 116, 123 and 128.
3. Any internal government communication from any branch of the federal government to any other branch which discusses in any way the experiments involving radiation at ORAU or its predecessor, with the exception of internal documents included in #11 below.

1116306

4. The entire text of any site visit reports or any evaluations, planned or casual, whether at ORAU or ORINS or not, which reviews the medical programs or procedures or facility quality and operations at ORAU and its predecessor. With respect to this request, we would like the names, titles, addresses and telephone numbers of all those who participated in the site visits and any responses from the ORAU staff to these site visits. This request should not include documents listed in #11 below.

5. All contracts entered into with ORAU or its predecessor by any federal agency or entity or any entity owned or contracted by a federal agency operating or acting on behalf of a federal agency and ORAU or its predecessor which represents any financial relationship between the above-named entities and ORAU or its predecessor.

6. All documentation prepared or assembled in preparation for ORAU staff testimony at or in response to request for information from the September 1981 hearing relating to Human Total Body Irradiation (TBI) Program at Oak Ridge before the House Subcommittee on Investigation and Oversight of the House Committee on Science and Technology. This request does not include views enumerated below in #11 or papers published in the transcript of the Hearing.

7. All financial information which reflects how ORAU or its predecessor was funded.

8. All quarterly technical progress reports for the years 1963-1974 required as part of a contract between ORAU/ORINS and NASA or AEC referred to in NASA-DEFENSE PURCHASE REQUEST Basic Purchase Order R-104 (Task 9) [subsequently #W-12,792] or T-88566 or AEC Interagency Agreement 40-35-64.

9. Any information collated before or written proposals from or to NASA by or for ORAU/ORINS regarding the initial development of a program to study radiosensitivity in man. Such proposals may have been dated 1962 or 1963 or 1964. This request includes the written report or minutes of meetings referring to NASA proposal number 09-019-909 (023) dated July 8, 1964.

10. Two or more research proposals submitted to Major General J. W. Humphreys, Director of Space Medicine, NASA, Washington, D.C., submitted by Gould Andrews, M.D., of ORINS/ORAU.

11. With respect to all of the items requested, please do not furnish the following material:

1. Transcript of hearings by House Subcommittee on Human Body Irridation at Oak Ridge
2. Oak Ridge Annual Report 1980
3. Oak Ridge Annual Report 1972
4. AEC - 4/16/74 ORAU Review s/Charles Carver, M.D., Manager, Biomedical Programs  
  
AEC - 5/9/74 to: James Liverman, Dir. Div. Biomedical and Environmental Research; From: Charles Carver, M.D.
5. Experimental Protocol Project/Task/Work Unit: 7757-05-18 (Jan.-Feb. 1977) Title The effects of radiation induced nausea...
6. NASA Report NASA-TM-X-2440, 1972, pp. 974-980  
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  - a. 189 - Oct. 8, 1969 (Explanation for Operating Costs) Contract No. AT (40-1)-GEN-33 Radio-sensitivity in Man
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August 1, 1966  
April 23, 1965  
January 14, 1964
  - c. NASA - DEFENSE purchase requests  
#T-88566 March 16, 1977

1116308

d. NASA - Defense purchase request  
Control No. 9-323-030 Oct. 31, 1969

e. NASA - Defense purchase request  
#T-80566 December 15, 1968  
May 14, 1970  
November 4, 1970  
November 11, 1971  
May 19, 1972  
November 29, 1973  
October 5, 1974  
May 14, 1976  
March 16, 1973

f. Purchase Order/Invoice No. R-104, Task No. 9  
May 21, 1964 November 4, 1970  
January 11, 1965  
December 3, 1965  
January 16, 1968

11. Interim Progress Report to Office of Manned Space  
Flight, NASA, on Studies Basic to Understanding  
Human Radiosensitivity January 1968

12. Briefing Booklet prepared as a summary to illus-  
trate phases of retrospective studies on Total  
Body Irridation in Man, described in a briefing  
program at NASA, Washington, D.C. on January 22,  
1966 by Gould Andrews

13. Correspondence

- a. From: Gould Andrews Date: 11/18/63  
To: Nathaniel Burr Re: Discussions for  
space program
- b. From: William Pollard Date: 12/5/63  
To: Herman Roth Re: Possible ORINS  
participation in  
NASA programs
- c. From: C.L. Dunham, MD Date: 1964 ?  
To: T. L. K. Small Re: NASA initial fund-  
ing for ORINS  
study
- d. From: Herman Roth Date: 6/17/64  
To: William Pollard Re: Retrospective  
Study of Radiation  
Effects for NASA  
Order R-104, Task  
9

- e. From: Herman Roth Date: 2/18/65  
To: William Pollard Re: Transmittal Letter
- f. From: John Storer Date: 1/25/68  
To: S. R. Sapirie Re: Transmittal Memo
- g. From: Herman Roth Date: Feb. 23, 1968  
To: William Pollard Re: Transmittal Letter
- h. From: Gould Andrews Date: March 25, 1968  
To: Maj. Gen Humphreys Re: Research Proposals
- i. From: Gould Andrews Date: March 25, 1968  
To: Christman Re: Research Proposal
- j. From: Ralph Kniseley MD Date: March 26, 1968  
To: John Trotter Re: Research Proposal
- k. From: John Trotter Date: Dec. 8, 1970  
To: C. M. Barnes, MD and Nov. 29, 1971  
Re: Transmittal Letter
- l. From: Herman Roth Date: 11/30/70  
To: William Pollard Re: Funding Proposal
- m. From: John Trotter, MD Date: 11/29/71  
To: Jack Fuller Re: Transmittal Letter

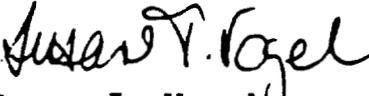
This Freedom of Information Act request should be read to include all written communication, whether formal or informal, including but not limited to letters, memoranda, studies, directives, reports, notes, summaries, minutes of meetings, tape recordings, videotapes, photographs, telephone conversations, notes, telephone messages, and drafts.

With respect to our previous request for a fee waiver, I reiterate that Trial Lawyers for Public Justice is a public interest not-for-profit law firm which only takes cases which, if won, would have a significant effect on the public at large. We intend to disseminate the information obtained through this request to the general public through legal proceedings as well as other means in order to increase public understanding of the ways in which the government funds and supervises human experimentation. For those reasons, we request that you reconsider reducing or waiving the fees for this amended request.

If all or any part of the request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure available under the law.

I would appreciate your response to this request as quickly as possible, and I look forward to hearing from you within 10 days, as the law stipulates.

Sincerely,

  
Susan J. Vogel  
Trial Attorney

SJV:res

1116311



Oak Ridge  
 Associated Universities  
 Post Office Box 117  
 Oak Ridge, Tennessee 37831-0117

Enclosure  
 C-100

June 12, 1984

Dr. William R. Bibb, Director  
 Energy Programs and Support Division  
 U. S. Department of Energy  
 Oak Ridge, Tennessee 37830

Subject: MAY 25, 1984 FOIA REQUEST - TLPJ

Dear Dr. Bibb:

The subject request from TLPJ restates items 4 and 5 from its March 28, 1984 request. In my letter of April 11, 1984, I provided estimates for responding to these items. Those estimates would apply to the latest request. In our active file we estimate ½ hour of clerical search time and 50 pages would be required for the restated item 8, and one hour of clerical search time and ten pages for restated item 9.

The "concern" expressed by Ms. Vogel on page 4 arises from the assumption that the request in her September 14, 1983 letter is "exactly the same" as items 4 and 5 of her March 28, 1984 letter. A comparison shows that is not the case. The March requests are broader.

Sincerely yours,  
 WEF

William E. Felling  
 Executive Director

KANNAN:psr

cc: W. P. Snyder

1116312

1-1  
 FOIA  
 Trial Lawyers  
 for Public Justice  
 1396

Phil  
6-3054

some est. - somewhat less but not sure

Phil K called  
6/15 re: Vogel request

repeats # 4, 5, 8, + 9

conversation:

in letter

1963-69 - 4, 5, + 9

- doesn't know how well effort estimate

noticed since  
no 6/12 memo from  
Felling

- don't have a realistic way of saying  
how much paper + time would some -  
see

taking into  
acct Paul in  
letter that just  
saw 63-69 -  
PK didn't see  
until after the  
memo.

for 4+5

not filed by date  
Search time  $\approx$  same, # of pages reduced  
proportionally by # of yrs trained

for 9 - new estimates - specific in June 12 letter.

- 3 questions:

1. re: discrep? She assumes she asks for exactly the  
same info - she doesn't 4 + 5 of 2 no (S)  
request is much broader than # 1

2. how arrived at clerical doc. - talked to people  
familiar w/ files and based on their knowl  
of # of pages + distrib of ~~pages~~ <sup>material</sup> - est. search  
time + # pages

3. re: 2 reports couldn't locate:  
for other reasons looked for the docs +  
couldn't find - had looked for these  
documents previously before their initial request



Oak Ridge  
 Associated Universities  
 Post Office Box 117  
 Oak Ridge, Tennessee 37831-0117

Executive  
 Director

June 12, 1984

*from 7,000 pages to 60!*

Dr. William R. Bibb, Director  
 Energy Programs and Support Division  
 U. S. Department of Energy  
 Oak Ridge, Tennessee 37830

*13.50 time  
 6.00 repro  
 19.50 v. 1,780.00*

Subject: MAY 25, 1984 FOIA REQUEST - TLPJ

Dear Dr. Bibb:

[The subject request from TLPJ restates items 4 and 5 from its March 28, 1984 request. In my letter of April 11, 1984, I provided estimates for responding to these items. Those estimates would apply to the latest request.] In our active file we estimate  $\frac{1}{2}$  hour of clerical search time and 50 pages would be required for the restated item 8, and one hour of clerical search time and ten pages for restated item 9.

*4.50*

*Phil's 6/15 call revised this stat*

*9.00*

The "concern" expressed by Ms. Vogel on page 4 arises from the assumption that the request in her September 14, 1983 letter is "exactly the same" as items 4 and 5 of her March 28, 1984 letter. A comparison shows that is not the case. The March requests are broader.

Sincerely yours,  
 \_\_\_\_\_  
 William E. Felling

William E. Felling  
 Executive Director

KANNAN:psr

cc: W. P. Snyder

*Phil called 6/15 - suggested  
 letter by conversation - see notes - after  
 letter he realized that #4 & 5 were  
 released in latter portion of revised  
 request.*

1116314



# memorandum

*Paul Dunning*  
*6-0744*

DATE: June 4, 1984

REPLY TO

ATTN OF: CC-10:Foutch

SUBJECT: FOIA Request from Trial Lawyers for Public Justice

TO: William R. Bibb, Director, Energy Programs and Support Division

Attached please find the follow-up letter from Susan Vogel of Trial Lawyers for Public Justice to the response we made on obtaining records from ORAU. I don't know how much the narrowing and amending will help, but we do need to do a quick and dirty estimate on the revised scope.

You will note that Ms. Vogel requests an explanation for the difference in prior estimates. The FOIA does not require such an explanation, but, as you can appreciate, we have to be able to explain our actions to a large number of oversight bodies. The fact that this is a public interest group makes the matter that much more sensitive. [I would, therefore, appreciate a response to the three requests for explanation on page 4 of the May 25 letter (discrepancy, estimation method, inability to locate).]

Please respond to Tim Sullivan of our Office of Chief Counsel at 6-1208.

*[Signature]*  
James E. Foutch  
Deputy Chief Counsel  
for Legal Services

*Dunning will?*

Attachment:  
As stated

*1. send copy to Phil K. - & get them to look into*

*for JLS. [D] any prob w/ sending memo to ORAU - NO*

*[D] do I need to send a letter telling her it is being worked on.*

1116316

T 2832

TR. LAWYERS FOR PUBLIC JUSTICE C.

COUNSELLORS AT LAW

SUITE 611

2000 P STREET NORTHWEST

WASHINGTON D.C. 20036

202 463-8600

61 MAY 31 8 0: 20

May 25, 1984

*contact: Ellen Barry / or Susan Vogel for any  
suggestion for  
questions / ~~help~~ remain to limit scope / ambiguities  
etc*

*b/c told Mr Vogel were working on a revised  
estimate - hopefully 7/6/84 - she expressed willingness to  
help clarify / narrow scope etc*

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, Tennessee 37830

Dear Mr. Range:

I am writing to amend and narrow the focus of my Freedom of Information Act request submitted March 28, 1984 which you responded to on April 26, 1984.

*reat  
as new  
quest*

I am most interested in the information referred to in my requests 4, 5, 8 and 9. Those items were:

4. The entire text of any site visit reports or any evaluations, planned or casual, whether at ORAU or ORINS or not, which reviews the medical programs or procedures or facility quality and operations at ORAU and its predecessor. With respect to this request, I would like the names, titles, addresses and telephone numbers of all those who participated in the site visits and any responses from the ORAU staff to these site visits. This request should not include documents listed in #11 below.

5. All contracts entered into with ORAU or its predecessor by any federal agency or entity or any entity owned or contracted by a federal agency operating or acting on behalf of a federal agency and ORAU or its predecessor which represents any financial relationship between the above-named entities and ORAU or its predecessor.

8. All quarterly technical progress reports for the years 1963-1969 required as part of a contract between ORAU/ORINS and NASA or AEC referred to in NASA-DEFENSE PURCHASE REQUEST Basic Purchase Order R-104 (Task 9) [subsequently #W-12,792] or T-88566 or AEC Interagency Agreement 40-35-64.

*No Mention of fees*

1116317

9. Any written proposals from or to NASA by or for ORAU/ORINS regarding the initial development of a program to study radiosensitivity in man. Such proposals may have been dated 1962 or 1963 or 1964. This request includes the written report or minutes of meetings referring to NASA proposal number 09-019-909 (023) dated July 8, 1964.

11. With respect to all of the items requested, please do not furnish the following material:

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- C. Oak Ridge Annual Report 1972
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AEC - 5/9/74 to: James Liverman, Dir. Div. Biomedical and Environmental Research; From: Charles Carver, M.D.
- E. Experimental Protocol Project/Task/Work Unit: 7757-05-18 (Jan.-Feb. 1977) Title The effects of radiation induced nausea...
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NASA Report NASA-TM-2440, 1972, pp. 393-415  
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Proceedings from a Symposium held at Ft. Monroe, VA 1967
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2. 189 - September 1, 1968 (same as above)  
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- M. Correspondence
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  2. From: William Pollard Date: 12/5/63  
To: Herman Roth Re: Possible ORINS  
participation in  
NASA programs

1116319

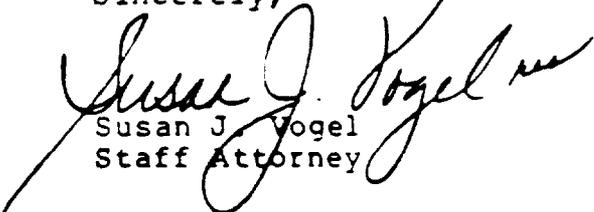


If any material requested in this letter has been destroyed, please refer me to the CFR citation in which you published notice that those materials were to be destroyed.

You will note that I delete the paragraph on p. 5 at the end of our previous request that asks for "all written communications, formal or informal . . ." because the material sought in this request refers to specific texts, reports, contracts and proposals. By narrowing and specifying my need in this request, I hope to simplify the search process. If my request is not clear or specific enough to direct the scope of your research, please provide me with information that describes your record keeping system so that I may direct my inquiry to your system. I would be happy to work with you to narrow or more completely define the kind of information I am seeking, so as to lower the cost of my search. If all or any part of this request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure available under the law.

I would appreciate your response to this request as quickly as possible, and I look forward to hearing from you within 10 days, as the law stipulates.

Sincerely,

  
Susan J. Vogel  
Staff Attorney

SJV:res

TRIAL LAWYERS FOR PUBLIC JUSTICE P.C.

COUNSELLORS AT LAW

SUITE 611

2000 P STREET NORTHWEST

WASHINGTON, D.C. 20036

202 463-8600

01 MAY 31 10:20

May 25, 1984

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, Tennessee 37830

Dear Mr. Range:

I am writing to amend and narrow the focus of my Freedom of Information Act request submitted March 28, 1984 which you responded to on April 26, 1984.

I am most interested in the information referred to in my requests 4, 5, 8 and 9. Those items were:

4. The entire text of any site visit reports or any evaluations, planned or casual, whether at ORAU or ORINS or not, which reviews the medical programs or procedures or facility quality and operations at ORAU and its predecessor. With respect to this request, I would like the names, titles, addresses and telephone numbers of all those who participated in the site visits and any responses from the ORAU staff to these site visits. This request should not include documents listed in #11 below.

5. All contracts entered into with ORAU or its predecessor by any federal agency or entity or any entity owned or contracted by a federal agency operating or acting on behalf of a federal agency and ORAU or its predecessor which represents any financial relationship between the above-named entities and ORAU or its predecessor.

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1116322

v. info collected before or, back up materials - 2 -

9. Any written proposals from or to NASA by or for ORAU/ORINS regarding the initial development of a program to study radiosensitivity in man. Such proposals may have been dated 1961 or 1963 or 1964. This request includes the written report or minutes of meetings referring to NASA proposal number 09-019-909 (023) dated July 8, 1964. } some

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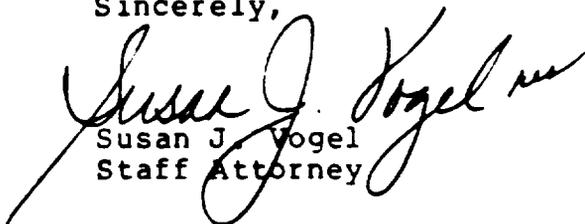


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Sincerely,

  
Susan J. Vogel  
Staff Attorney

SJV:res

TRIAL LAWYERS FOR PUBLIC JUSTICE. P.C.

COUNSELLORS AT LAW

SUITE 611

2000 P STREET NORTHWEST

WASHINGTON D C 20036

(202) 463-8600

3/29/84  
16:00 d.m.

March 28, 1984

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, TN 37830

Dear Mr. Range:

I am writing to amend my Freedom of Information Act request which I initially submitted on September 14, 1983. Pursuant to the Freedom of Information Act, 5 U.S.C. 522, Trial Lawyers for Public Justice is requesting access to the following material:

1. A copy of every communication between Oak Ridge Associated University (ORAU) or any predecessor of ORAU with the federal government or any department thereof, related to any experimentation on human or animal subjects using radiation in any way. With respect to this request, we are seeking any documents in the period 1946-1974 that include radiation in the discussion, even if radiation was not the emphasis of the document, and we would like the entire document. This request also includes any contracts that ORAU and its predecessors had with any government agency that has anything to do with radiation with the exception of communications listed below in #11.

2. All papers published or unpublished written by personnel at ORAU or its predecessor or any other government personnel, or papers written for the government which documents experiments conducted at ORAU using radiation, or which contain discussions of any experimental programs or procedures done at ORAU or its predecessors using radiation in any way. If papers are published and readily available at a government library in Washington, D.C., like the Department of Energy library, then only give citations. For the purposes of this section of the request, papers and reports requested are those written between 1946-1974 and do not include those listed below, in #11 and the following: ORAU-101, 106, 107, 110, 112, 113, 116, 123 and 128.

3. Any internal government communication from any branch of the federal government to any other branch which discusses in any way the experiments involving radiation at ORAU or its predecessor, with the exception of internal documents included in #11 below.

1116327

V. all ORAU Medical Program Review Committee Site Visits

do site visit reports to this?

4. The entire text of any site visit reports (or any evaluations, planned or casual, whether at ORAU or ORINS or not,) which reviews the medical programs or procedures or facility quality and operations at ORAU and its predecessor. With respect to this request, we would like the names, titles, addresses and telephone numbers of all those who participated in the site visits and any responses from the ORAU staff to these site visits. This request should not include documents listed in #11 below.

Review Committee?

broader

5. All contracts entered into with ORAU or its predecessor by any federal agency or entity or any entity owned or contracted by a federal agency operating or acting on behalf of a federal agency and ORAU or its predecessor which represents any financial relationship between the above-named entities and ORAU or its predecessor.

6. All documentation prepared or assembled in preparation for ORAU staff testimony at or in response to request for information from the September 1981 hearing relating to Human Total Body Irradiation (TBI) Program at Oak Ridge before the House Subcommittee on Investigation and Oversight of the House Committee on Science and Technology. This request does not include views enumerated below in #11 or papers published in the transcript of the Hearing.

7. All financial information which reflects how ORAU or its predecessor was funded.

8. All quarterly technical progress reports for the years 1963-1974 required as part of a contract between ORAU/ORINS and NASA or AEC referred to in NASA-DEFENSE PURCHASE REQUEST Basic Purchase Order R-104 (Task 9) [subsequently #W-12,792] or T-88566 or AEC Interagency Agreement 40-35-64.

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#T-88566 March 16, 1977

- d. NASA - Defense purchase request  
Control No. 9-323-030 Oct. 31, 1969
- e. NASA - Defense purchase request  
#T-88566           December 15, 1968  
                          May 14, 1970  
                          November 4, 1970  
                          November 11, 1971  
                          May 19, 1972  
                          November 29, 1973  
                          October 5, 1974  
                          May 14, 1976  
                          March 16, 1973
- f. Purchase Order/Invoice No. R-104, Task No. 9  
    May 21, 1964           November 4, 1970  
    January 11, 1965  
    December 3, 1965  
    January 16, 1968
- 11. Interim Progress Report to Office of Manned Space  
    Flight, NASA, on Studies Basic to Understanding  
    Human Radiosensitivity           January 1968
- 12. Briefing Booklet prepared as a summary to illus-  
    trate phases of retrospective studies on Total  
    Body Irridation in Man, described in a briefing  
    program at NASA, Washington, D.C. on January 22,  
    1966 by Gould Andrews
- 13. Correspondence
  - a. From: Gould Andrews           Date: 11/18/63  
    To: Nathaniel Burr           Re: Discussions for  
                                  space program
  - b. From: William Pollard       Date: 12/5/63  
    To: Herman Roth           Re: Possible ORINS  
                                  participation in  
                                  NASA programs
  - c. From: C.L. Dunham, MD       Date: 1964 ?  
    To: T. L. K. Small       Re: NASA initial fund-  
                                  ing for ORINS  
                                  study
  - d. From: Herman Roth           Date: 6/17/64  
    To: William Pollard       Re: Retrospective  
                                  Study of Radiation  
                                  Effects for NASA  
                                  Order R-104, Task  
                                  9

- e. From: Herman Roth Date: 2/18/65  
To: William Pollard Re: Transmittal Letter
- f. From: John Storer Date: 1/25/68  
To: S. R. Sapirie Re: Transmittal Memo
- g. From: Herman Roth Date: Feb. 23, 1968  
To: William Pollard Re: Transmittal Letter
- h. From: Gould Andrews Date: March 25, 1968  
To: Maj. Gen Humphreys Re: Research Proposals
- i. From: Gould Andrews Date: March 25, 1968  
To: Christman Re: Research Proposal
- j. From: Ralph Kniseley MD Date: March 26, 1968  
To: John Trotter Re: Research Proposal
- k. From: John Trotter Date: Dec. 8, 1970  
To: C. M. Barnes, MD and Nov. 29, 1971  
Re: Transmittal Letter
- l. From: Herman Roth Date: 11/30/70  
To: William Pollard Re: Funding Proposal
- m. From: John Trotter, MD Date: 11/29/71  
To: Jack Fuller Re: Transmittal Letter

not  
ment.  
in  
4/25/68  
letter

This Freedom of Information Act request should be read to include all written communication, whether formal or informal, including but not limited to letters, memoranda, studies, directives, reports, notes, summaries, minutes of meetings, tape recordings, videotapes, photographs, telephone conversations, notes, telephone messages, and drafts.

deleted  
from  
revised  
8/25/68  
request

With respect to our previous request for a fee waiver, I reiterate that Trial Lawyers for Public Justice is a public interest not-for-profit law firm which only takes cases which, if won, would have a significant effect on the public at large. We intend to disseminate the information obtained through this request to the general public through legal proceedings as well as other means in order to increase public understanding of the ways in which the government funds and supervises human experimentation. For those reasons, we request that you reconsider reducing or waiving the fees for this amended request.

If all or any part of the request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure available under the law.

I would appreciate your response to this request as quickly as possible, and I look forward to hearing from you within 10 days, as the law stipulates.

Sincerely,

  
Susan J. Vogel  
Trial Attorney

SJV:res

APR 26 1984

Susan J. Vogel, Esq.  
Trial Attorney  
Trial Lawyers for Public Justice, P.C.  
Suite 611  
2000 P Street, N.W.  
Washington, D. C. 20036

Dear Ms. Vogel:

Please accept this letter with regard to your request of March 28, 1984, under the Freedom of Information Act. Your request was received by our Freedom of Information Officer on March 29, 1984. However, inasmuch as you requested a waiver or reduction of fees, and did not agree to pay fees in the event your waiver was denied, your request is not deemed to have been received for processing until the matter of fees has been resolved (see 10 C.F.R. §1004.4(e), §1004.9(c)). Our delay in corresponding with you on your request results from compiling an estimate of the costs anticipated with the response to your extensive request.

Attached hereto is a copy of the response we received from our contractor that has custody of the bulk of the documents you requested. As would be expected when a request consistently speaks in terms of "every communication . . . that includes radiation in the discussion," "all papers published or unpublished," "all" and "any," the search charge is the predominant portion of the \$96,000 estimate for contractor activities. The contractor estimate does not include searching retired records, only active records, so that the cost would be substantially higher to conduct the search in strict accordance with your request. The contractor states that the cost would be "several times" the almost \$100,000 figure. We will, therefore, estimate the total recoverable cost resulting from contractor activities at \$250,000, which may well be low.

With regard to your item 3, the most troublesome aspect is "from any branch of the federal government to any other branch." We, of course, have only the documents generated or received by the Oak Ridge Operations Office of AEC/ERDA/DOE. Your request, taken literally, would require us to search every office of DOE, and then forward your request to every other branch of the government that could conceivably possess documents that discuss "in any way the experiments involving radiation at ORAU or its predecessor." We believe your request, as presently stated, particularly with

PERSONNEL - 1

FOIA 2186

1116333

APR 26 1984

regard to item 3, does not reasonably describe the records you seek, in that your request neither allows one familiar with the subject matter of the request to locate the records within a reasonable amount of time nor allows us to estimate the cost associated with responding to your request. If you pursue your request, it must provide a reasonable description of the records you seek in accordance with 10 C.F.R. §1004.4(c).

CC-10  
FOUTCH  
4/25/8  
AD-40  
MAYNOR

Addressing the matter of your request for a fee waiver, based on the limited information set forth in your letter as justification for the waiver, after consultation with the ORO Authorizing Official, I have determined that no waiver is appropriate. You have failed to show a benefit to the general public to be derived from disclosure of the requested information without charge. Considering the enormous estimated cost associated with your expansive request, consistent with our responsibility as stewards of the public purse, we must be assured that the public would gain a benefit at least commensurate with the cost. Here, we have no indication of any benefit to the general public beyond conclusory statements of such benefit. Therefore, until we have received a reasonable description of the records you seek, and payment to the Department of Energy of a reasonable deposit, we will not deem your request to have been received for processing.

4/26/8  
M-4  
RANGE  
4/26/8

DOE's regulations provide that denial of a request for fee waiver may be appealed to DOE's Office of Hearings and Appeals by writing the Director, Office of Hearings and Appeals, Department of Energy, 1000 Independence Avenue, S.W., Washington, D. C. 20585, within thirty (30) days from your receipt of this letter. Both the envelope and letter must be clearly marked "Freedom of Information Appeal." Additional requirements of an appeal are set forth in 10 C.F.R. Part 1004.8(b). Judicial review will be available after the appeal determination either in the district in which you reside or have a principal place of business, or in which the records are situated, or in the District of Columbia.

Sincerely,

*W* WAYNE RANGE

Wayne Range  
Freedom of Information Officer

CC-10:JLF

Enclosure:  
As stated

CC-10:JLFoutch:mh:61204:4/25/84



Oak Ridge  
 Associated Universities  
 Post Office Box 117  
 Oak Ridge, Tennessee 37831-0117

April 11, 1984

Enclosure  
 (2)

Dr. William R. Bibb, Director  
 Energy Programs and Support Division  
 U. S. Department of Energy  
 Oak Ridge, Tennessee 37830

Subject: FOIA REQUEST BY TRIAL LAWYERS FOR PUBLIC JUSTICE

Dear Dr. Bibb:

In preparing an estimate of the cost of responding to the subject request, we have considered only records currently in the active files of ORAU. The material requested is much more extensive and would require a search of retired records in warehouses. The cost of searching for this material would be several times that given below.

Request No. 1

Cost of locating material:  
 4,000 hours clerical time at \$9.00 per hour.....\$36,000.00  
 1,000 hours professional time at \$18.00 per hour... 18,000.00  
 Cost of reproduction:  
 A minimum of 100,000 pages at 10¢ a page..... 10,000.00  
 \$64,000.00

Request No. 2

Cost of locating material:  
 1,000 hours clerical time at \$9.00 per hour.....\$ 9,000.00  
 100 hours professional time at \$18.00 per hour... 1,800.00  
 Cost of reproduction:  
 A minimum of 100,000 pages at 10¢ a page..... 10,000.00  
 \$20,800.00

Request No. 4

Cost of locating material:  
 120 hours clerical time at \$9.00 per hour.....\$ 1,080.00  
 20 hours professional time at \$18.00 per hour... 360.00  
 Cost of reproduction:  
 A minimum of 21,000 pages at 10¢ per page..... 2,100.00  
 \$ 3,540.00

5,200  
 26,000

600  
 54,220.00

Request No. 5

Cost of locating material:

10 hours clerical time at \$9.00 per hour.....	\$	90.00
5 hours professional time at \$18.00 per hour...		90.00
Cost of reproduction:		
A minimum of 5,000 pages at 10¢ per page.....		500.00
	\$	<u>680.00</u>

Request No. 6

Cost of locating documents:

40 hours clerical time at \$9.00 per hour.....	\$	360.00
40 hours professional time at \$18.00 per hour...		720.00
Cost of reproduction:		
A minimum of 7,000 pages at 10¢ per page.....		700.00
	\$	<u>1,780.00</u>

Request No. 7

Cost of locating documents:

100 hours clerical time at \$9.00 per hour.....	\$	900.00
100 hours professional time at \$18.00 per hour...		1,800.00
Cost of reproduction:		
A minimum of 5,000 pages at 10¢ per page.....		500.00
	\$	<u>3,200.00</u>

Request No. 8 and 9

Cost of locating materials:

40 hours clerical time at \$9.00 per hour.....	\$	360.00
40 hours professional time at \$18.00 per hour...		720.00
Cost of reproduction:		
A minimum of 7,000 pages at 10¢ per page.....		700.00
	\$	<u>1,780.00</u>

Request No. 10

We cannot locate these reports.

Cost of locating and reproducing documents/material \$ 95,780.00

To comply with this request would require ORAU to hire two clerical employees and one scientific employee and would take between one and two years.

Sincerely yours,

Original Signed By  
WILLIAM E. FELLING

William E. Felling  
Executive Director

KANNAN:psr



Oak Ridge  
 Associated Universities Post Office Box 117  
 Oak Ridge, Tennessee 37831-0117

April 10, 1984

Executive  
 Director

Dr. William R. Bibb, Director  
 Energy Programs and Support Division  
 U. S. Department of Energy  
 Oak Ridge, Tennessee 37830

Subject: TRIAL LAWYERS FOR PUBLIC JUSTICE, FOIA REQUEST

Dear Dr. Bibb:

On April 9, Paul Dunaway brought a letter from Trial Lawyers for Public Justice which made a request under the FOIA. The letter requested voluminous information from ORAU. At your request, we are attempting to estimate the cost of responding. However, it is practically impossible to do so because the description of documents sought does not adequately identify what is involved in the requested.

The FOIA requires that the records be "reasonably described." The legislative history of this requirement states that this standard will be met if the description "enabled a professional employee of the agency who was familiar with the subject area of the request to locate the record within a reasonable amount of time." H. R. Rep. 93-876 (1974), page 6. See Mason v. Callaway, 554F. 2d 29 (4th Cir.), cert. denied 434 U. S. 877, reh denied 434 U. S. 935 (1977). The United States has taken the position that the Act does not allow a "fishing expedition." See DOD Reg. 5400.7-R.

We believe that the DOD has correctly stated the law when it requires sufficient information to permit an "organized, non-random search based on ... filing arrangements and existing retrieval system ...." DOD Reg. 5400.7-R, 1-507c.

The request from TLPJ in the opinion of our counsel does not reasonably describe the records sought. ORAU is engaged in a random search of its files just to estimate the cost of responding. This random search would encompass almost all of the records of the Medical and Health Sciences Division from 1946-1974. This is not reasonable. We believe that the request could and should be denied as not fulfilling the statutory requirement and ask that DOE take that position. While you consider this, we will continue to attempt to estimate the cost of responding to the FOIA request.

Sincerely yours,

Original signed by  
 WILLIAM E. FELLING

William E. Felling  
 Executive Director

PERSONNEL

FOIA

*active records*

*1922*

KANNAN:dh  
 cc: Chief Counsel, ORO

1116337

October 3, 1983

Susan J. Vogel, Esq.  
Trial Lawyers for Public Justice, P.C.  
Suite 611, 2000 P Street, N.W.  
Washington, D. C. 20036

Dear Ms. Vogel:

Please accept this letter with regard to your Freedom of Information Act ("FOIA") request of September 14, 1983, which I received on September 19, 1983.

Under DOE's regulations implementing the FOIA, 10 CFR Part 1004, a request is not deemed to have been received until the matter of fees has been resolved. Based on the limited information set forth in your letter as justification for a fee waiver, none of which shows a benefit to the general public to be derived from disclosure of the requested information without charge, after consultation with the ORO Authorizing Official, I have determined that a fee waiver is not appropriate. Your request, therefore, will not be deemed to have been received until we receive payment of the estimated cost of responding to your request.

The estimated billable cost under 10 CFR §1004.9 for responding to your request is \$700.00. This is based on an estimate of 38 hours of clerical search time, eight hours of professional search time and 2125 pages of responsive material. Upon receipt of a check in the amount of \$700.00, payable to the U. S. Department of Energy, we will begin to search for and copy documents. Your check should be forwarded to:

U. S. Department of Energy  
ATTN: H. S. Oster, Jr., Director  
Finance Division  
P. O. Box E  
Oak Ridge, TN 37831

DOE's regulations provide that a denial of a request for a fee waiver may be appealed to DOE's Office of Hearings and Appeals by writing the Director, Office of Hearings and Appeals, Department of Energy, 12th & Pennsylvania, N.W., Washington, D. C. 20461, within thirty (30) days from your receipt of this letter. Both the envelope and letter must be clearly marked "Freedom of Information Appeal." Additional requirements of an appeal are set forth in 10 C.F.R. Part 1004.8(b). Judicial review will be

PERSONNEL - /

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Susan J. Vogel, Esq.

- 2 -

October 3, 1983

available after the appeal determination either in the district in which you reside or have a principal place of business, or in which the records are situated, or in the District of Columbia.

CC-10  
FOUCLH

Sincerely,

10/3/83

*15/*

AD-40  
*was*  
HAMSTEAD  
*10/5/83*  
~~10/3/83~~

Wayne Range  
Freedom of Information Officer

CC-10:JLF

M-4  
*WR*  
RANGE

bcc: J. Vann Johnston, AD-431

CC-10:JLFoutch:mh:61204:10/3/83

Oak Ridge  
Associated  
Universities

Post Office Box 117  
Oak Ridge, Tennessee 37830

Mail Room

6-3090

September 26, 1983

**To:** Paul Dunaway, Energy Programs and Support Division, ORO  
**From:** C. C. Lushbaugh, Medical and Health Sciences Division, ORAU  
**Subject:** Freedom of Information Act Request from Trial Lawyers  
for Public Justice

Per the attached memorandum from Mr. James L. Foutch, we have estimated costs likely to be incurred:

Mrs. Sipe	1 week	\$ 461
Mrs. Banner	1 week	495
Dr. Hübner	1 week	1,325
Dr. Lushbaugh	1 day	310
		<u>\$2,591</u>
Paper costs (2,000 copies @ .10 ea)		200
	Total	<u>\$2,791</u>

CCL:fb  
Attachment

1116340

313

FREEDOM OF INFORMATION ACT REQUEST

September 28, 1983

Program Review Committee (1963 to 1983)

*Handwritten note:* (فهرست)

*Handwritten note:* More recent reports more readily accessible.

A. Cost of locating the material		
36 hours clerical time @ \$2.25/quarter hour	\$324.00	
8 hours professional time @ \$4.50/quarter hour	<u>144.00</u>	\$468.00
B. Cost of reproducing the material		
2000 pages @ \$.10/page		<u>200.00</u>
TOTAL		<u>\$668.00</u>

Schedule 189s for "Radiosensitivity in Man: A Study of Therapeutic and Accidental Whole-Body Irradiation" (1970-74)

A. Cost of locating the material		
1 hour clerical time @ \$2.25/quarter hour		\$ 9.00
B. Cost of reproducing the material		
125 pages @ \$.10/page		<u>12.50</u>
TOTAL		<u>\$ 21.50</u>

UNITED STATES OF AMERICA  
DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C. 20535

September 14, 1983

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, Tennessee 37830

Dear Mr. Range:

Under the provisions of the Freedom of Information Act, 5 U.S.C. 522, Trial Lawyers for Public Justice is requesting access to the entire text of all ORAU Medical Program Review Committee Site Visits, the names, titles, addresses and telephone numbers of all those who participated in the Review Committee, and any responses from the ORAU staff to those site visits. In addition, Trial Lawyers for Public Justice would like access to the <sup>1</sup> Schedule 189s for the project title "Radiosensitivity in Man: A Study of Therapeutic and Accidental Whole-Body Irradiation" for the years 1970-74. Trial Lawyers for Public Justice is also requesting the <sup>2</sup> first contract that the Atomic Energy Commission entered into with ORAU or its predecessor, Contract No. AT-(40-1)-GEN-33. <sup>3</sup>

This Freedom of Information Act request should be read to include all written communication, whether formal or informal, regarding the site visits, contract and schedule 189s, including but not limited to letters, memoranda, studies, directives, reports, notes, summaries, minutes of meetings, tape recordings, videotapes, photographs, telephone conversation records, telephone messages, and drafts.

As you know, the Act permits you to reduce and waive fees when the release of the information is considered as "primarily benefiting the public." Trial Lawyers for Public Justice requests a waiver of fees for this material

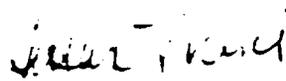
1116342

as it is a public interest advocacy organization. The firm, funded through grants and individual contributors, is dedicated to utilizing trial litigation as an effective instrument of social change and a means of vindicating individual rights. The materials requested above will be used on behalf of families whose children died after being involved in the experimental radiation program at ORAU.

If all or any part of this request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure available to me under the law.

I would appreciate your handling this request as quickly as possible, and I look forward to hearing from you within 10 days, as the law stipulates.

Sincerely,



Susan J. Vogel

SJV:jmf

63 SEP 19 11:39

TRIAL LAWYERS FOR PUBLIC JUSTICE, P.C.

COUNSELLORS AT LAW

SUITE 611

2000 P STREET NORTHWEST

WASHINGTON, D.C. 20036

TEL: 463-8600

July 27, 1984

Department of Energy  
PO BOX E  
Oak Ridge, TN 37931  
ATTN: H.S. Oster, Jr.  
Director, Finance Division

Dear Mr. Oster:

Pursuant to instructions from Wayne Range, FOIA officer at Oak Ridge, we are enclosing with this letter a check for \$2,107.50 to cover the costs of our recent FOIA request. Please notify us when you receive this check and our request is being processed.

Thank you for your attention to this matter.

Sincerely,



Ellen Barry  
Law Clerk

cc: Wayne Range  
FOIA Officer

1116344



July 20, 1984

CC-10

SWP  
7/20/84

Susan Vogel, Staff Attorney  
Trial Lawyers for Public Justice, P.C.  
Suite 611  
2000 P Street, Northwest  
Washington, D. C. 20036

u-y  
wr  
7/20/84

Dear Ms. Vogel:

This letter is in response to your letter of July 3, 1984, in which you proposed to pay only the \$477.50 reproduction cost instead of the total estimated cost of \$2,107.50 associated with your amended Freedom of Information Act ("FOIA") request of May 25, 1984.

Under the DOE implementing regulations, 10 C.F.R. §1004.9, your request is not deemed received under the FOIA until you provide assurance of your willingness to pay the estimated fee for meeting your request. Similarly, we cannot release the requested documents to you as part of the discovery process until a lawsuit has been filed and we receive an actual discovery request.

If you still desire to proceed under the FOIA, we will begin to process your request upon receipt of a check for \$2,107.50, payable to the U.S. Department of Energy, and forwarded to:

Department of Energy  
ATTN: H. S. Oster, Jr., Director  
Finance Division  
P. O. Box E  
Oak Ridge, TN 37931

Your other alternative for access to the records is to proceed under the discovery process at a later date, should a lawsuit be filed.

Please let me know if you choose to proceed with your FOIA request.

Sincerely,

RS/

Wayne Range  
Freedom of Information Officer

CC-10:TPS

CC-10:TPSullivan:mh:61208:6/20/84

1116346

PERSONNEL - 1  
FOIA 3693

bcc: William R. Bibb, ER-11  
William E. Felling, ORAU

1116347

TRIAL LAWYERS FOR PUBLIC JUSTICE, P.C.

COUNSELLORS AT LAW

SUITE 611

2000 P STREET, NORTHWEST

WASHINGTON, D.C. 20036

(202) 463-8600

July 3, 1984

Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, TN 37831

84 JUL 6 A10:25

INFORMATION OFFICE  
USDOE ORO

Dear Mr. Range:

We have received your response to our revised FOIA request, and were gratified to note that the estimates for search and reproduction costs were considerably lower than you previously quoted.

I am sure you are by now aware that we have notified the Department of Energy, Army and NASA of our intent to sue on behalf of [REDACTED] and his parents, [REDACTED] if no satisfactory settlement of the pending FTCA claim is reached. As we have not heard from the government and the six month waiting period is over, we will shortly be filing a complaint in this case and will seek discovery of information and other items contained in records at Oak Ridge. Of course, if this material were released through discovery, we would pay only reproduction costs and the government would cover search costs. We, therefore, propose to pay reproduction costs in the amount of \$474.00 for this information, which we are prepared to remit immediately. Since we would be entitled to pay only reproduction costs for a discovery request, we think it fair to pay only those costs now.

Your prompt response to this request is appreciated.

Sincerely,

*Susan J Vogel / amb*

Susan J. Vogel  
Staff Attorney

SJV:res

1116348

June 20, 1984

Susan Vogel, Staff Attorney  
Trial Lawyers for Public Justice, P.C.  
Suite 611  
2000 P Street, Northwest  
Washington, D. C. 20036

Dear Ms. Vogel:

Please accept this letter with regard to your amended Freedom of Information Act ("FOIA") request of May 25, 1984, which was received by the Oak Ridge Operations Freedom of Information Officer on May 31, 1984. Inasmuch as you did not provide assurance of your willingness to pay the fees associated with processing your request, the request is not deemed to have been received for processing until the matter of fees has been resolved (see 10 C.F.R. § 1004.4(e), § 1004.9(c)).

As you noted in your letter of May 25, 1984, our contractor previously responded to your March 28, 1984, FOIA request with an estimated cost of \$4,220 for items 4 and 5. Your most recent letter restated these same requests, except you limited them to the years 1963-1969. This limitation will reduce the number of responsive pages. Our contractor estimated that the reproduction costs will be about 82% less than its previous estimate. This figure represents a proportional reduction based on the number of years for which information is requested (7) in relation to the years covered by ORAU's active files (38). Therefore, for items 4 and 5, our revised estimate for reproduction costs would decrease from \$2,600 to \$468. However, the previous estimate for clerical and professional search time of \$1,620 remains the same because our contractor indicated that your revised requests should not significantly reduce the search time since the information you are requesting is not filed according to dates.

Regarding your amended request for item 8, our contractor estimates for its active file one-half hour of clerical search time at \$9.00 per hour, and 50 pages reproduced at 10¢ per page for a total of \$9.50.

Regarding your amended request for item 9, our contractor estimates for its active file one hour of clerical search time at \$9.00 per hour and 10 pages reproduced at 10¢ per page for a total of \$10.00.

PERSONNEL - 1

FOIA

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Therefore, the total estimated cost for your amended request is as follows:

Items 4 and 5

Clerical & professional search time	\$1,620.00
Reproduction	468.00

Items 8 and 9

Clerical search time	13.50
Reproduction	<u>6.00</u>

Total	\$2,107.50
-------	------------

Upon receipt of a check in the amount of \$2,107.50 payable to the U. S. Department of Energy, we will begin to search for and copy those documents responsive to your amended request. Your check should be forwarded to:

U. S. Department of Energy  
 ATTN: H. S. Oster, Jr., Director  
 Finance Division  
 P. O. Box E  
 Oak Ridge, TN 37831

I would now like to address the additional inquiries contained in your letter of May 25, 1984. You first asked about an apparent discrepancy between the estimates provided to you on two different occasions for what you stated were requests for "exactly the same information." A comparison of the two requests indicates that the scope of information requested in items 4 and 5 of your March 24, 1984 letter is broader than your September 14, 1983 request. For example, the September 14, 1983 request is limited only to the text of site visits by the Medical Program Review Committee, whereas the March 28, 1984 letter requests the text of "any site visit reports, or any evaluations, planned or casual, . . . which reviews the medical programs or procedures or facility quality and operations at ORAU and its predecessor" (emphasis added). Therefore, Headquarters reports, internal committee reports, many informal evaluations, etc., would fall within the scope of your March 28 request, but not the September 14 request.

Estimates for clerical and professional search time and the amount of documents involved are obtained by contacting the people most familiar with the files. Based on their knowledge of the type of material requested and its distribution, they provide an estimate for the search time and number of pages.

Susan Vogel

- 3 -

June 20, 1984

Regarding your inquiry as to the research proposals you previously requested, we informed you that these proposals could not be located because, for other reasons, our contractor had unsuccessfully attempted to locate these proposals prior to your request.

CC-1  
TPS  
SULL  
6/20

Sincerely,

*Wayne Range*  
WAYNE RANGE

M-4  
pm  
fu  
RANGE  
6/20/84

Wayne Range  
Freedom of Information Officer

CC-10:TPS

bcc: William R. Bibb, ER-11  
William E. Felling, ORAU

CC-10:TPSullivan:mh:61208:6/20/84

1116351



**Department of Energy**

Oak Ridge Operations

P. O. Box E

Oak Ridge, Tennessee 37831

June 12, 1984

Dr. William E. Felling  
Executive Director  
Oak Ridge Associated Universities  
Post Office Box 117  
Oak Ridge, Tennessee 37831

Dear Dr. Felling:

FOIA REQUEST FROM TRIAL LAWYERS FOR PUBLIC JUSTICE

The enclosed copies of (1) a letter dated May 25, 1984, from Ms. Susan J. Vogel, staff attorney for Trial Lawyers for Public Justice, to Wayne Range, and (2) a memorandum dated June 4, 1984, from James Foutch to Bill Bibb are largely self-explanatory. Please provide us with an estimate of cost for performing the requested work within the revised scope provided by Ms. Vogel. Further, please provide us with a response to the three requests for explanation on page 4 of Ms. Vogel's letter.

We request that your Counsel communicate with T. P. Sullivan (6-1208) in the ORO Office of Chief Counsel about this matter if necessary. We ask that you provide your response to us by COB June 15, 1984, with a copy to the ORO Office of Chief Counsel.

Sincerely,

William R. Bibb, Director  
Energy Programs and Support Division

ER-111:Dunaway

Enclosures

cc w/o encls:

P. M. Kannan, ORAU

T. P. Sullivan, CC-10, ORO ←

PERSONNEL - 1

FOIA

1116352

3051

June 4, 1984

COPI  
FOUT  
6/4/

CC-10:Foutch

FOIA Request from Trial Lawyers for Public Justice

William R. Bibb, Director, Energy Programs and Support Division

Attached please find the follow-up letter from Susan Vogel of Trial Lawyers for Public Justice to the response we made on obtaining records from ORAU. I don't know how much the narrowing and amending will help, but we do need to do a quick and dirty estimate on the revised scope.

You will note that Ms. Vogel requests an explanation for the difference in prior estimates. The FOIA does not require such an explanation, but, as you can appreciate, we have to be able to explain our actions to a large number of oversight bodies. The fact that this is a public interest group makes the matter that much more sensitive. I would, therefore, appreciate a response to the three requests for explanation on page 4 of the May 25 letter (discrepancy, estimation method, inability to locate).

Please respond to Tim Sullivan of our Office of Chief Counsel at 6-1208.

ORIGINAL SIGNED BY  
James L. Foutch  
James L. Foutch  
Deputy Chief Counsel  
for Legal Services

Attachment:  
As stated

CC-10:JLFoutch:mh:61204:6/4/84

1116353

PERSONNEL - 1  
FOIA  
- 2888

TRINITY LAWYERS FOR PUBLIC JUSTICE

COUNSELLORS AT LAW

SUITE 611

2000 P STREET NORTHWEST

WASHINGTON DC 20036

202 463-8600

81 MAY 31 10:20

May 25, 1984

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, Tennessee 37830

Dear Mr. Range:

I am writing to amend and narrow the focus of my Freedom of Information Act request submitted March 28, 1984 which you responded to on April 26, 1984.

I am most interested in the information referred to in my requests 4, 5, 8 and 9. Those items were:

4. The entire text of any site visit reports or any evaluations, planned or casual, whether at ORAU or ORINS or not, which reviews the medical programs or procedures or facility quality and operations at ORAU and its predecessor. With respect to this request, I would like the names, titles, addresses and telephone numbers of all those who participated in the site visits and any responses from the ORAU staff to these site visits. This request should not include documents listed in #11 below.

5. All contracts entered into with ORAU or its predecessor by any federal agency or entity or any entity owned or contracted by a federal agency operating or acting on behalf of a federal agency and ORAU or its predecessor which represents any financial relationship between the above-named entities and ORAU or its predecessor.

8. All quarterly technical progress reports for the years 1963-1969 required as part of a contract between ORAU/ORINS and NASA or AEC referred to in NASA-DEFENSE PURCHASE REQUEST Basic Purchase Order R-104 (Task 9) [subsequently #W-12,792] or T-88566 or AEC Interagency Agreement 40-35-64.

1116354

9. Any written proposals from or to NASA by or for ORAU/ORINS regarding the initial development of a program to study radiosensitivity in man. Such proposals may have been dated 1962 or 1963 or 1964. This request includes the written report or minutes of meetings referring to NASA proposal number 09-019-909 (023) dated July 8, 1964.

11. With respect to all of the items requested, please do not furnish the following material:

- A. Transcript of hearings by House Subcommittee on Human Body Irridation at Oak Ridge
- B. Oak Ridge Annual Report 1980
- C. Oak Ridge Annual Report 1972
- D. AEC - 4/16/74 ORAU Review s/Charles Carver, M.D., Manager, Biomedical Programs  
  
AEC - 5/9/74 to: James Liverman, Dir. Div. Bio-medical and Environmental Research; From: Charles Carver, M.D.
- E. Experimental Protocol Project/Task/Work Unit: 7757-05-18 (Jan.-Feb. 1977) Title The effects of radiation induced nausea...
- F. NASA Report NASA-TM-X-2440, 1972, pp. 974-980  
NASA Report NASA-TM-2440, 1972, pp. 393-415  
NASA Report NASA-TM-2440, 1972, pp. 238-248
- G. Post Attack Recovery from Nuclear War  
Proceedings from a Symposium held at Ft. Monroe, VA 1967
- H. ORAU 1964 Preliminary Progress Report to NASA incorporating a Retrospective Evaluation of Radio Sensitivity of Man Based on Therapeutic and Accidental Whole Body Irridation
- I. N75-32733 Reproduced for NASA by NASA Scientific and Technical Information Facility Report 1964-1974 (209 pp.)
- J. 1. 189 - Oct. 8, 1969 (Explanation for Operating Costs) Contract No. At (40-1)-GEN-33 Radiosensitivity in Man

2. 189 - September 1, 1968 (same as above)  
September 1, 1967  
August 1, 1966  
April 23, 1965  
January 14, 1964
3. NASA - DEFENSE purchase requests  
#T-88566 March 16, 1977
4. NASA - Defense purchase request  
Control No. 90323-030 Oct. 31, 1969
5. NASA - Defense purchase request  
#T-88566 December 15, 1968  
#T-88566 May 14, 1970  
November 4, 1970  
November 11, 1971  
May 19, 1972  
November 29, 1973  
October 5, 1974  
May 14, 1976  
March 16, 1973
6. Purchase Order/Invoice No. R-104, Task No. 9  
May 21, 1964 November 4, 1970  
January 11, 1965  
December 3, 1965  
January 16, 1968
- K. Interim Progress Report to Office of Manned Space  
Flight, NASA, on Studies Basic to Understanding  
Human Radiosensitivity January 1968
- L. Briefing Booklet prepared as a summary to illus-  
trate phases of retrospective studies on Total  
Body Irridation in Man, described in a briefing  
program at NASA, Washington, D.C. on January 22,  
1966 by Gould Andrews
- M. Correspondence
  1. From: Gould Andrews Date: 11/18/63  
To: Nathaniel Burr Re: Discussions for  
space program
  2. From: William Pollard Date: 12/5/63  
To: Herman Roth Re: Possible ORINS  
participation in  
NASA programs

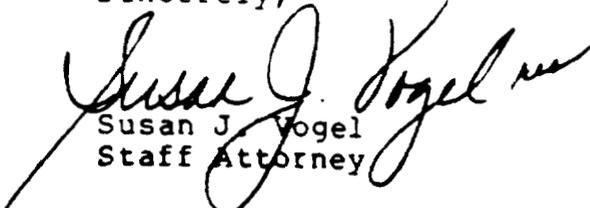


If any material requested in this letter has been destroyed, please refer me to the CFR citation in which you published notice that those materials were to be destroyed.

You will note that I delete the paragraph on p. 5 at the end of our previous request that asks for "all written communications, formal or informal . . ." because the material sought in this request refers to specific texts, reports, contracts and proposals. By narrowing and specifying my need in this request, I hope to simplify the search process. If my request is not clear or specific enough to direct the scope of your research, please provide me with information that describes your record keeping system so that I may direct my inquiry to your system. I would be happy to work with you to narrow or more completely define the kind of information I am seeking, so as to lower the cost of my search. If all or any part of this request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure available under the law.

I would appreciate your response to this request as quickly as possible, and I look forward to hearing from you within 10 days, as the law stipulates.

Sincerely,

  
Susan J. Vogel  
Staff Attorney

SJV:res

APR 26 1984

Susan J. Vogel, Esq.  
Trial Attorney  
Trial Lawyers for Public Justice, P.C.  
Suite 611  
2000 P Street, N.W.  
Washington, D. C. 20036

Dear Ms. Vogel:

Please accept this letter with regard to your request of March 28, 1984, under the Freedom of Information Act. Your request was received by our Freedom of Information Officer on March 29, 1984. However, inasmuch as you requested a waiver or reduction of fees, and did not agree to pay fees in the event your waiver was denied, your request is not deemed to have been received for processing until the matter of fees has been resolved (see 10 C.F.R. §1004.4(e), §1004.9(c)). Our delay in corresponding with you on your request results from compiling an estimate of the costs anticipated with the response to your extensive request.

Attached hereto is a copy of the response we received from our contractor that has custody of the bulk of the documents you requested. As would be expected when a request consistently speaks in terms of "every communication . . . that includes radiation in the discussion," "all papers published or unpublished," "all" and "any," the search charge is the predominant portion of the \$96,000 estimate for contractor activities. The contractor estimate does not include searching retired records, only active records, so that the cost would be substantially higher to conduct the search in strict accordance with your request. The contractor states that the cost would be "several times" the almost \$100,000 figure. We will, therefore, estimate the total recoverable cost resulting from contractor activities at \$250,000, which may well be low.

With regard to your item 3, the most troublesome aspect is "from any branch of the federal government to any other branch." We, of course, have only the documents generated or received by the Oak Ridge Operations Office of AEC/ERDA/DOE. Your request, taken literally, would require us to search every office of DOE, and then forward your request to every other branch of the government that could conceivably possess documents that discuss "in any way the experiments involving radiation at ORAU or its predecessor." We believe your request, as presently stated, particularly with

PERSONNEL - 1

FOIA 2/86

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Susan J. Vogel, Esq.

- 2 -

APR 26 1984

regard to item 3, does not reasonably describe the records you seek, in that your request neither allows one familiar with the subject matter of the request to locate the records within a reasonable amount of time nor allows us to estimate the cost associated with responding to your request. If you pursue your request, it must provide a reasonable description of the records you seek in accordance with 10 C.F.R. §1004.4(c).

CC-  
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AD-  
M-4

Addressing the matter of your request for a fee waiver, based on the limited information set forth in your letter as justification for the waiver, after consultation with the ORO Authorizing Official, I have determined that no waiver is appropriate. You have failed to show a benefit to the general public to be derived from disclosure of the requested information without charge. Considering the enormous estimated cost associated with your expansive request, consistent with our responsibility as stewards of the public purse, we must be assured that the public would gain a benefit at least commensurate with the cost. Here, we have no indication of any benefit to the general public beyond conclusory statements of such benefit. Therefore, until we have received a reasonable description of the records you seek, and payment to the Department of Energy of a reasonable deposit, we will not deem your request to have been received for processing.

4/26  
M-4  
RANG  
4/26

DOE's regulations provide that denial of a request for fee waiver may be appealed to DOE's Office of Hearings and Appeals by writing the Director, Office of Hearings and Appeals, Department of Energy, 1000 Independence Avenue, S.W., Washington, D. C. 20585, within thirty (30) days from your receipt of this letter. Both the envelope and letter must be clearly marked "Freedom of Information Appeal." Additional requirements of an appeal are set forth in 10 C.F.R. Part 1004.8(b). Judicial review will be available after the appeal determination either in the district in which you reside or have a principal place of business, or in which the records are situated, or in the District of Columbia.

Sincerely,

*W* WAYNE RANGE

Wayne Range  
Freedom of Information Officer

CC-10:JLF

Enclosure:  
As stated

CC-10:JLFoutch:mh:61204:4/25/84

1116360

Rec'd 4/16/84 - 11:15 AM  
PB



Oak Ridge  
Associated Post Office Box 117  
Universities Oak Ridge, Tennessee 37831-0117

April 11, 1984

Dr. William R. Bibb, Director  
Energy Programs and Support Division  
U. S. Department of Energy  
Oak Ridge, Tennessee 37830

Subject: FOIA REQUEST BY TRIAL LAWYERS FOR PUBLIC JUSTICE

Dear Dr. Bibb:

In preparing an estimate of the cost of responding to the subject request, we have considered only records currently in the active files of ORAU. The material requested is much more extensive and would require a search of retired records in warehouses. The cost of searching for this material would be several times that given below.

Request No. 1

Cost of locating material:	
4,000 hours clerical time at \$9.00 per hour.....	\$36,000.00
1,000 hours professional time at \$18.00 per hour...	18,000.00
Cost of reproduction:	
A minimum of 100,000 pages at 10c a page.....	<u>10,000.00</u>
	\$64,000.00

Request No. 2

Cost of locating material:	
1,000 hours clerical time at \$9.00 per hour.....	\$ 9,000.00
100 hours professional time at \$18.00 per hour...	1,800.00
Cost of reproduction:	
A minimum of 100,000 pages at 10c a page.....	<u>10,000.00</u>
	\$20,800.00

Request No. 4

Cost of locating material:	
120 hours clerical time at \$9.00 per hour.....	\$ 1,080.00
20 hours professional time at \$18.00 per hour...	360.00
Cost of reproduction:	
A minimum of 21,000 pages at 10c per page.....	<u>2,100.00</u>
	\$ 3,540.00

1116361

Request No. 5

Cost of locating material:	
10 hours clerical time at \$9.00 per hour.....	\$ 90.00
5 hours professional time at \$18.00 per hour...	90.00
Cost of reproduction:	
A minimum of 5,000 pages at 10¢ per page.....	500.00
	<u>\$ 680.00</u>

Request No. 6

Cost of locating documents:	
40 hours clerical time at \$9.00 per hour.....	\$ 360.00
40 hours professional time at \$18.00 per hour...	720.00
Cost of reproduction:	
A minimum of 7,000 pages at 10¢ per page.....	700.00
	<u>\$ 1,780.00</u>

Request No. 7

Cost of locating documents:	
100 hours clerical time at \$9.00 per hour.....	\$ 900.00
100 hours professional time at \$18.00 per hour...	1,800.00
Cost of reproduction:	
A minimum of 5,000 pages at 10¢ per page.....	500.00
	<u>\$ 3,200.00</u>

Request No. 8 and 9

Cost of locating materials:	
40 hours clerical time at \$9.00 per hour.....	\$ 360.00
40 hours professional time at \$18.00 per hour...	720.00
Cost of reproduction:	
A minimum of 7,000 pages at 10¢ per page.....	700.00
	<u>\$ 1,780.00</u>

Request No. 10

We cannot locate these reports.  
 Cost of locating and reproducing documents/material \$ 95,780.00

To comply with this request would require ORAU to hire two clerical employees and one scientific employee and would take between one and two years.

Sincerely yours,

Original Signed By  
 WILLIAM E. FELLING

William E. Felling  
 Executive Director

KANNAN:psr



Oak Ridge  
Associated  
Universities

Post Office Box 117  
Oak Ridge, Tennessee 37831-0117

April 10, 1984

Dr. William R. Bibb, Director  
Energy Programs and Support Division  
U. S. Department of Energy  
Oak Ridge, Tennessee 37830

Subject: TRIAL LAWYERS FOR PUBLIC JUSTICE, FOIA REQUEST

Dear Dr. Bibb:

On April 9, Paul Dunaway brought a letter from Trial Lawyers for Public Justice which made a request under the FOIA. The letter requested voluminous information from ORAU. At your request, we are attempting to estimate the cost of responding. However, it is practically impossible to do so because the description of documents sought does not adequately identify what is involved in the requested.

The FOIA requires that the records be "reasonably described." The legislative history of this requirement states that this standard will be met if the description "enabled a professional employee of the agency who was familiar with the subject area of the request to locate the record within a reasonable amount of time." H. R. Rep. 93-876 (1974), page 6. See Mason v. Callaway, 554F. 2d 29 (4th Cir.), cert. denied 434 U. S. 877, reh denied 434 U. S. 935 (1977). The United States has taken the position that the Act does not allow a "fishing expedition." See DOD Reg. 5400.7-R.

We believe that the DOD has correctly stated the law when it requires sufficient information to permit an "organized, non-random search based on ... filing arrangements and existing retrieval system ...." DOD Reg. 5400.7-R, 1-507c.

The request from TLPJ in the opinion of our counsel does not reasonably describe the records sought. ORAU is engaged in a random search of its files just to estimate the cost of responding. This random search would encompass almost all of the records of the Medical and Health Sciences Division from 1946-1974. This is not reasonable. We believe that the request could and should be denied as not fulfilling the statutory requirement and ask that DOE take that position. While you consider this, we will continue to attempt to estimate the cost of responding to the FOIA request.

Sincerely yours,

Original signed by  
WILLIAM E. FELLING

William E. Felling  
Executive Director

PERSONNEL

FOIA

1920

KANNAN:dh  
cc: Chief Counsel, ORO

1116363

April 5, 1984

CC-10:Foutch

FOIA Request of Trial Lawyers for Public Justice

William R. Bibb, Director, Energy Programs and Support Division

You may recall that last September we received an FOIA request from Trial Lawyers for Public Justice ("TLPJ") for information on ORAU human studies. It is my belief that they are tied into the appeal on the [redacted] case. In any event, ORAU prepared a cost estimate (and revision) on the response. When we refused a fee waiver and demanded payment in advance, TLPJ tried to get the same information from Headquarters. We heard no more from them.

We have now received another TLPJ request, dealing with the same basic subject matter but much broader in scope. I propose to take the same approach with this request (refuse fee waiver and demand advance payment) but I will need an estimate of search and reproduction costs from ORAU. Considering the extreme breadth and comprehensiveness of the latest request, a great deal of personne time (and, thereby, costs) could be expended on preparing the estimate. I do not propose that this occur. I only need a ballpark figure that is at least halfway reasonable. ORAU can pu whatever reasonable restrictions are appropriate on the estimate (i.e., covers only records located in the files of the Medical Division, covers only records still within the possession of ORAU or covers only records for a particular period because older records were destroyed, etc.).

In order to avoid confusion, I am enclosing copies of correspondence on the earlier request as well as the present request. The estimate should cover only the present request.

ORAU may wish to consult with its counsel regarding what is chargeable, and how costs are computed, under 10 C.F.R. Part 1004. Because of the FOIA's requirement for a prompt response, I would appreciate receiving the estimate in my office no later than April 13. If there are any questions, ORAU should feel free to call me at 6-1204.

ORIGINAL SIGNED BY  
James L. Foutch  
James L. Foutch  
Deputy Chief Counsel  
for Legal Services

PERSONNEL - 1  
FOIA

Attachments:  
As stated CC-10:JLFoutch:mh:61204:4/5/84

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CC-10  
FOIA  
4/5/8

**TRIAL LAWYERS FOR PUBLIC JUSTICE. P.C.**

COUNSELLORS AT LAW

SUITE 611

2000 P STREET, NORTHWEST

WASHINGTON, D C 20036

(202) 463-8600

March 28, 1984

3/29/84

16:00 a.m.

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, TN 37830

Dear Mr. Range:

I am writing to amend my Freedom of Information Act request which I initially submitted on September 14, 1983. Pursuant to the Freedom of Information Act, 5 U.S.C. 522, Trial Lawyers for Public Justice is requesting access to the following material:

1. A copy of every communication between Oak Ridge Associated University (ORAU) or any predecessor of ORAU with the federal government or any department thereof, related to any experimentation on human or animal subjects using radiation in any way. With respect to this request, we are seeking any documents in the period 1946-1974 that include radiation in the discussion, even if radiation was not the emphasis of the document, and we would like the entire document. This request also includes any contracts that ORAU and its predecessors had with any government agency that has anything to do with radiation with the exception of communications listed below in #11.

2. All papers published or unpublished written by personnel at ORAU or its predecessor or any other government personnel, or papers written for the government which documents experiments conducted at ORAU using radiation, or which contain discussions of any experimental programs or procedures done at ORAU or its predecessors using radiation in any way. If papers are published and readily available at a government library in Washington, D.C., like the Department of Energy library, then only give citations. For the purposes of this section of the request, papers and reports requested are those written between 1946-1974 and do not include those listed below, in #11 and the following: ORAU-101, 106, 107, 110, 112, 113, 116, 123 and 128.

3. Any internal government communication from any branch of the federal government to any other branch which discusses in any way the experiments involving radiation at ORAU or its predecessor, with the exception of internal documents included in #11 below.

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4. The entire text of any site visit reports or any evaluations, planned or casual, whether at ORAU or ORINS or not, which reviews the medical programs or procedures or facility quality and operations at ORAU and its predecessor. With respect to this request, we would like the names, titles, addresses and telephone numbers of all those who participated in the site visits and any responses from the ORAU staff to these site visits. This request should not include documents listed in #11 below.

5. All contracts entered into with ORAU or its predecessor by any federal agency or entity or any entity owned or contracted by a federal agency operating or acting on behalf of a federal agency and ORAU or its predecessor which represents any financial relationship between the above-named entities and ORAU or its predecessor.

6. All documentation prepared or assembled in preparation for ORAU staff testimony at or in response to request for information from the September 1981 hearing relating to Human Total Body Irradiation (TBI) Program at Oak Ridge before the House Subcommittee on Investigation and Oversight of the House Committee on Science and Technology. This request does not include views enumerated below in #11 or papers published in the transcript of the Hearing.

7. All financial information which reflects how ORAU or its predecessor was funded.

8. All quarterly technical progress reports for the years 1963-1974 required as part of a contract between ORAU/ORINS and NASA or AEC referred to in NASA-DEFENSE PURCHASE REQUEST Basic Purchase Order R-104 (Task 9) [subsequently #W-12,792] or T-88566 or AEC Interagency Agreement 40-35-64.

9. Any information collated before or written proposals from or to NASA by or for ORAU/ORINS regarding the initial development of a program to study radiosensitivity in man. Such proposals may have been dated 1962 or 1963 or 1964. This request includes the written report or minutes of meetings referring to NASA proposal number 09-019-909 (023) dated July 8, 1964.

10. Two or more research proposals submitted to Major General J. W. Humphreys, Director of Space Medicine, NASA, Washington, D.C., submitted by Gould Andrews, M.D., of ORINS/ORAU.

11. With respect to all of the items requested, please do not furnish the following material:

1116366

1. **Transcript of hearings by House Subcommittee on Human Body Irridation at Oak Ridge**
2. Oak Ridge Annual Report 1980
3. Oak Ridge Annual Report 1972
4. AEC - 4/16/74 ORAU Review s/Charles Carver, M.D., Manager, Biomedical Programs  
  
AEC - 5/9/74 to: James Liverman, Dir. Div. Biomedical and Environmental Research; From: Charles Carver, M.D.
5. **Experimental Protocol Project/Task/Work Unit: 7757-05-18 (Jan.-Feb. 1977) Title The effects of radiation induced nausea...**
6. NASA Report NASA-TM-X-2440, 1972, pp. 974-980  
NASA Report NASA-TM-2440, 1972, pp. 393-415  
NASA Report NASA-TM-2440, 1972, pp. 238-248
7. **Post Attack Recovery from Nuclear War**  
Proceedings from a Symposium held at Ft. Monroe, VA 1967
8. ORAU 1964 Preliminary Progress Report to NASA incorporating a Retrospective Evaluation of Radio Sensitivity of Man Based on Therapeutic and Accidental Whole Body Irridation
9. N75-32733 Reproduced for NASA by NASA Scientific and Technical Information Facility Report 1964-1974 (209 pp.)
10. **CONTRACTS**
  - a. 189 - Oct. 8, 1969 (Explanation for Operating Costs) Contract No. AT (40-1)-GEN-33 Radio-sensitivity in Man
  - b. 189 - September 1, 1968 (same as above)  
September 1, 1967  
August 1, 1966  
April 23, 1965  
January 14, 1964
  - c. NASA - DEFENSE purchase requests  
#T-88566 March 16, 1977

1116367

d. NASA - Defense purchase request  
Control No. 9-323-030 Oct. 31, 1969

e. NASA - Defense purchase request  
#T-88586      December 15, 1968  
                  May 14, 1970  
                  November 4, 1970  
                  November 11, 1971  
                  May 19, 1972  
                  November 29, 1973  
                  October 5, 1974  
                  May 14, 1976  
                  March 16, 1973

f. Purchase Order/Invoice No. R-104, Task No. 9  
May 21, 1964      November 4, 1970  
January 11, 1965  
December 3, 1965  
January 16, 1968

11. Interim Progress Report to Office of Manned Space  
Flight, NASA, on Studies Basic to Understanding  
Human Radiosensitivity      January 1968

12. Briefing Booklet prepared as a summary to illus-  
trate phases of retrospective studies on Total  
Body Irridation in Man, described in a briefing  
program at NASA, Washington, D.C. on January 22,  
1966 by Gould Andrews

13. Correspondence

a. From: Gould Andrews      Date: 11/18/63  
    To: Nathaniel Burr      Re: Discussions for  
  space program

b. From: William Pollard      Date: 12/5/63  
    To: Herman Roth      Re: Possible ORINS  
  participation in  
  NASA programs

c. From: C.L. Dunham, MD      Date: 1964 ?  
    To: T. L. K. Small      Re: NASA initial fund-  
  ing for ORINS  
  study

d. From: Herman Roth      Date: 6/17/64  
    To: William Pollard      Re: Retrospective  
  Study of Radiation  
  Effects for NASA  
  Order R-104, Task  
  9

- e. From: Herman Roth                      Date: 2/18/65  
To: William Pollard                      Re: Transmittal Letter
- f. From: John Storer                      Date: 1/25/68  
To: S. R. Sapirie                      Re: Transmittal Memo
- g. From: Herman Roth                      Date: Feb. 23, 1968  
To: William Pollard                      Re: Transmittal Letter
- h. From: Gould Andrews                      Date: March 25, 1968  
To: Maj. Gen Humphreys                      Re: Research Proposals
- i. From: Gould Andrews                      Date: March 25, 1968  
To: Christman                      Re: Research Proposal
- j. From: Ralph Kniseley MD                      Date: March 26, 1968  
To: John Trotter                      Re: Research Proposal
- k. From: John Trotter                      Date: Dec. 8, 1970  
To: C. M. Barnes, MD                      and Nov. 29, 1971  
Re: Transmittal Letter
- l. From: Herman Roth                      Date: 11/30/70  
To: William Pollard                      Re: Funding Proposal
- m. From: John Trotter, MD                      Date: 11/29/71  
To: Jack Fuller                      Re: Transmittal Letter

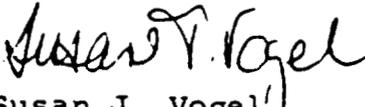
This Freedom of Information Act request should be read to include all written communication, whether formal or informal, including but not limited to letters, memoranda, studies, directives, reports, notes, summaries, minutes of meetings, tape recordings, videotapes, photographs, telephone conversations, notes, telephone messages, and drafts.

With respect to our previous request for a fee waiver, I reiterate that Trial Lawyers for Public Justice is a public interest not-for-profit law firm which only takes cases which, if won, would have a significant effect on the public at large. We intend to disseminate the information obtained through this request to the general public through legal proceedings as well as other means in order to increase public understanding of the ways in which the government funds and supervises human experimentation. For those reasons, we request that you reconsider reducing or waiving the fees for this amended request.

If all or any part of the request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure available under the law.

I would appreciate your response to this request as quickly as possible, and I look forward to hearing from you within 10 days, as the law stipulates.

Sincerely,

  
Susan J. Vogel  
Trial Attorney

SJV:res

**TRIAL LAWYERS FOR PUBLIC JUSTICE PC**

COUNSELLORS AT LAW  
SUITE 611

2000 P STREET NORTHWEST  
WASHINGTON D.C. 20036

(202) 463-8600

September 14, 1983

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, Tennessee 37830

Dear Mr. Range:

Under the provisions of the Freedom of Information Act, 5 U.S.C. 522, Trial Lawyers for Public Justice is requesting access to the entire text of all ORAU Medical Program Review Committee Site Visits, the names, titles, addresses and telephone numbers of all those who participated in the Review Committee, and any responses from the ORAU staff to those site visits. In addition, Trial Lawyers for Public Justice would like access to the Schedule 189s for the project title "Radiosensitivity in Man: A Study of Therapeutic and Accidental Whole-Body Irradiation" for the years 1970-74. Trial Lawyers for Public Justice is also requesting the first contract that the Atomic Energy Commission entered into with ORAU or its predecessor, Contract No. AT-(40-1)-GEN-33.

This Freedom of Information Act request should be read to include all written communication, whether formal or informal, regarding the site visits, contract and schedule 189s, including but not limited to letters, memoranda, studies, directives, reports, notes, summaries, minutes of meetings, tape recordings, videotapes, photographs, telephone conversation records, telephone messages, and drafts.

As you know, the Act permits you to reduce and waive fees when the release of the information is considered as "primarily benefiting the public." Trial Lawyers for Public Justice requests a waiver of fees for this material

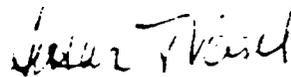
1116371

as it is a public interest advocacy organization. The firm, funded through grants and individual contributors, is dedicated to utilizing trial litigation as an effective instrument of social change and a means of vindicating individual rights. The materials requested above will be used on behalf of families whose children died after being involved in the experimental radiation program at ORAU.

If all or any part of this request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure available to me under the law.

I would appreciate your handling this request as quickly as possible, and I look forward to hearing from you within 10 days, as the law stipulates.

Sincerely,



- Susan J. Vogel

SJV:jmf

83 SEP 19 4:11:39

FREEDOM OF INFORMATION ACT REQUEST

September 28, 1983

*(not located)*  
Program Review Committee (1963 to 1983)

*More recent reports more readily accessible.*

A. Cost of locating the material

36 hours clerical time @ \$2.25/quarter hour	\$324.00	
8 hours professional time @ \$4.50/quarter hour	<u>144.00</u>	\$468.00

B. Cost of reproducing the material

2000 pages @ \$.10/page		<u>200.00</u>
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TOTAL		<u>\$668.00</u>
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Schedule 189s for "Radiosensitivity in Man: A Study of Therapeutic and Accidental Whole-Body Irradiation" (1970-74)

A. Cost of locating the material

1 hour clerical time @ \$2.25/quarter hour		\$ 9.00
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B. Cost of reproducing the material

125 pages @ \$.10/page		<u>12.50</u>
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TOTAL		<u>\$ 21.50</u>
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October 3, 1983

Susan J. Vogel, Esq.  
Trial Lawyers for Public Justice, P.C.  
Suite 611, 2000 P Street, N.W.  
Washington, D. C. 20036

Dear Ms. Vogel:

Please accept this letter with regard to your Freedom of Information Act ("FOIA") request of September 14, 1983, which I received on September 19, 1983.

Under DOE's regulations implementing the FOIA, 10 CFR Part 1004, a request is not deemed to have been received until the matter of fees has been resolved. Based on the limited information set forth in your letter as justification for a fee waiver, none of which shows a benefit to the general public to be derived from disclosure of the requested information without charge, after consultation with the ORO Authorizing Official, I have determined that a fee waiver is not appropriate. Your request, therefore, will not be deemed to have been received until we receive payment of the estimated cost of responding to your request.

The estimated billable cost under 10 CFR §1004.9 for responding to your request is \$700.00. This is based on an estimate of 38 hours of clerical search time, eight hours of professional search time and 2125 pages of responsive material. Upon receipt of a check in the amount of \$700.00, payable to the U. S. Department of Energy, we will begin to search for and copy documents. Your check should be forwarded to:

U. S. Department of Energy  
ATTN: H. S. Oster, Jr., Director  
Finance Division  
P. O. Box E  
Oak Ridge, TN 37831

DOE's regulations provide that a denial of a request for a fee waiver may be appealed to DOE's Office of Hearings and Appeals by writing the Director, Office of Hearings and Appeals, Department of Energy, 12th & Pennsylvania, N.W., Washington, D. C. 20461, within thirty (30) days from your receipt of this letter. Both the envelope and letter must be clearly marked "Freedom of Information Appeal." Additional requirements of an appeal are set forth in 10 C.F.R. Part 1004.8(b). Judicial review will be

1116374

10232

Susan J. Vogel, Esq.

- 2 -

October 3, 1983

available after the appeal determination either in the district in which you reside or have a principal place of business, or in which the records are situated, or in the District of Columbia.

CC-10  
*[Handwritten signature]*  
FOUCH

Sincerely,

10/3/83

*15/*

AD-40  
*[Handwritten signature]*  
HAMSTEAD  
10/5/83  
~~10/3/83~~

Wayne Range  
Freedom of Information Officer

CC-10:JLF

M-4  
*[Handwritten signature]*  
RANGE

bcc: J. Vann Johnston, AD-431

CC-10:JLFouch:mh:61204:10/3/83

1116375

October 3, 1983

Susan J. Vogel, Esq.  
Trial Lawyers for Public Justice, P.C.  
Suite 611, 2000 P Street, N.W.  
Washington, D. C. 20036

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PERSONNEL - /

FOIA

6232

1116376

Susan J. Vogel, Esq.

- 2 -

October 3, 1983

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Sincerely,

*151*

Wayne Range  
Freedom of Information Officer

CC-10:JLF

CC-10  
*[Signature]*  
FOUJLH

10/3/83

AD-40  
*WR*  
HAMSTEAD  
*10/5/83*  
~~10/3/83~~

M-4  
*WR*  
RANGE

bcc: J. Vann Johnston, AD-431

CC-10:JLFoutch:mh:61204:10/3/83

1116377

TRIAL LAWYERS FOR PUBLIC JUSTICE P.C.

COUNSELLORS AT LAW

SUITE 611

2000 P STREET NORTHWEST

WASHINGTON D C 20036

(202) 463-8600

*96 70-444*  
*701 file*

September 14, 1983

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, Tennessee 37830

Dear Mr. Range:

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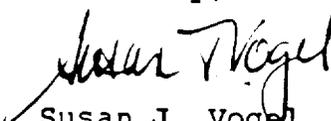
1116378

as it is a public interest advocacy organization. The firm, funded through grants and individual contributors, is dedicated to utilizing trial litigation as an effective instrument of social change and a means of vindicating individual rights. The materials requested above will be used on behalf of families whose children died after being involved in the experimental radiation program at ORAU.

If all or any part of this request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure available to me under the law.

I would appreciate your handling this request as quickly as possible, and I look forward to hearing from you within 10 days, as the law stipulates.

Sincerely,

  
Susan J. Vogel

SJV:jmp

83 SEP 19 11:39

INFORMATION OFFICE  
USDOE ORO

September 21, 1983

CC-10

Freedom of Information Act Request from Trial Lawyers for Public Justice

CC-10  
FOUCH

9/21/83

Paul Dunaway, Energy Programs and Support Division

Attached please find a Freedom of Information Act request of September 15 from the Trial Lawyers for Public Justice that requests information regarding ORAU activities. The requesting organization represents Mrs. [REDACTED] and the requested material appears to be related to the law suit. I need an estimate of the cost of locating the documents and of reproducing them (at 10¢ per page). I do not intend to grant a fee waiver with regard to this request, so I need to be able to give an estimate of total costs likely to be incurred. Since "search" costs are limited to those associated with physically locating the documents, not processing them, you may wish to discuss particular activities for which we can or cannot charge. I would like to be able to respond on this request by September 29, if not sooner. If this causes a problem, please let me know at 6-1204.

151  
James L. Fouch  
Deputy Chief Counsel  
for Legal Services

CC-10:JLFouch:mh:61204:9/21/83

1116380

PERSONNEL - 1

FOIA

5961

# ROUTE SLIP

ASSISTANT MANAGER FOR ENERGY RESEARCH AND DEVELOPMENT

FROM: Mail & File Room

DATE: 10/22/54

	All Employees
--	---------------

	All Departments(*) (Copy each)
--	--------------------------------

OFFICE OF ASSISTANT MANAGER*	ER-10	Lenhard	
		Egli	
		Jeffers	

NATIONAL MATERIALS PROGRAM*	ER-10	Hoffman	

ENERGY PROGRAMS & SUPPORT DIVISION*	ER-11	
Office of Director		
Bibb		
Nuchols		
Energy Res. & Tech. Services Branch	ER-111	
✓ Adams		
✓ Dunaway		<i>PAQ</i>
Nehls		
Waddle		
Wallace		
Yarbro		
Velazquez		
Powell		
Alexander		
Energy Support & Development Branch	ER-112	
Nichols		
Cooke		
Lingle		
Parker		
Reafsnyder		
Spradlen		
Davis		

NUCLEAR RESEARCH & DEVELOPMENT DIVISION	ER-12	
Office of Director		
Ahrends		
Phillips		
Classification	ER-12	
Davis		
Brown		
Fission Reactor Branch	ER-121	
Matthews		
Brown		
Dearing		
Large		
Philippone		
Pidkowitz		
Radcliffe		
Ivey		
Carroll		
Fusion Reactor Branch	ER-122	
Price		
Gouge		
Jump		
Lefevers		

Mail and File Room	ER-10	
Mallette		
Holt		

	DESTROY
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	FILE
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	OUTSIDE CONCURRENCE
--	---------------------

	MAIL
--	------

*///*  
 Jim Foutch - "hot off the press". Note question from France Bonner. I suspect not for some time but if soon I need to alert ORAU so they can work in schedule.  
 Paul Dunaway

1116381

5 5310

**ROUTING AND TRANSMITTAL SLIP**

Date

01/18/83

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. Mr. [unclear]		
2.		
3.		
4.		
5.		

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

**REMARKS**

When do you believe we will actually have to pull + copy material?

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
[unclear]	
	Phone No.
	6 3090

5041-102

\* GPO : 1982 O - 361-529 (212)

OPTIONAL FORM 41 (Rev. 7-76)  
 Prescribed by GSA  
 FPMR (41 CFR) 101-11.206

1116382

**Oak Ridge  
Associated  
Universities**

Post Office Box 117  
Oak Ridge, Tennessee 37831

6-3090

September 26, 1983

**To:** Paul Dunaway, Energy Programs and Support Division, ORO  
**From:** C. C. Lushbaugh, Medical and Health Sciences Division, ORAU  
**Subject:** Freedom of Information Act Request from Trial Lawyers  
for Public Justice

Per the attached memorandum from Mr. James L. Foutch, we have estimated costs likely to be incurred:

Mrs. Sipe	1 week	\$ 461
Mrs. Banner	1 week	495
Dr. Hübner	1 week	1,325
Dr. Lushbaugh	1 day	310
		<u>\$2,591</u>
Paper costs (2,000 copies @ .10 ea)		200
	<b>Total</b>	<u>\$2,791</u>

CC: fb  
Attachment

1116383

313

THIS AGREEMENT, entered into this 24<sup>th</sup> day of May, 1947, effective as of the 18th day of March, 1947, between the UNITED STATES OF AMERICA (hereinafter called the "Government") and OAK RIDGE INSTITUTE OF NUCLEAR STUDIES (hereinafter called the "Contractor") 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,

WITNESSETH THAT:

WHEREAS, the Government desires to insure the continued conduct of research and development activities in the fields of nuclear and related sciences and, to that end, desires that the Contractor make arrangements with other operating contractors at Clinton Engineer Works, Oak Ridge, Tennessee, whereby the Contractor will establish and administer a program of advanced study designed to promote the theoretical education and practical training of the scientific personnel essential to the continued conduct of research and development activities in the fields of nuclear and related sciences; and

WHEREAS, the Government, in order to encourage maximum scientific progress in the fields of nuclear and related sciences and to promote the acquisition of an expanding fund of theoretical and practical knowledge in such fields, desires to provide an opportunity for graduate study in nuclear and related sciences for advanced study and research of scientific employees of Government operating contractors at Oak Ridge, Tennessee, and

WHEREAS, the Government desires to encourage the development of educational institutions in the southern region of the United States of improved research and graduate study programs in nuclear and related sciences; and

WHEREAS, the execution of this contract is authorized by the Atomic Energy Act of 1946 and is in the interest of the national health and security;

NOW HEREOFOR, the parties hereto mutually agree as follows:

ARTICLE I - DESCRIPTION OF THE WORK The Contractor shall, subject to the approval of the Commission, and in accordance with general programs agreed to by the Contractor and the Commission, furnish the personnel, the supplies and equipment not furnished by the Government, and the services necessary to perform the following work:

- (A) Establish a central administrative organization at Oak Ridge, Tennessee, to arrange, administer and accomplish such programs of education in nuclear and related sciences as shall be mutually agreed upon by the Contractor and the Commission.

(B) Arrange with a recognized University, approved by the Commission, for the conduct, in facilities provided by the Government at Oak Ridge, Tennessee, of an academically recognized graduate training program in nuclear and related sciences, leading to the master's or Doctor's degrees, for the benefit of regular employees of the Government's operating contractors at Oak Ridge and of such others as may be approved by the Commission. The Contractor shall not enter into any such arrangement unless the terms and conditions of said arrangements have received the approval of the Commission.

(C) Arrange for and administer a program, subject to the approval of the Commission, under which selected graduate students from qualified educational institutions may complete thesis research for the degree of Doctor of Philosophy or other graduate credits through employment on regular research programs of the Commission being conducted by the operating contractors.

(D) Encourage, by methods consistent with the general policy of and to the extent approved by the Commission, the development, by educational institutions in the southern region of the United States, of their own programs of research and graduate instruction in nuclear and related sciences; and make arrangements with the Commission's operating contractors at Oak Ridge whereby scientific staff members and research workers of qualified institutions can participate, to the extent approved by the Commission and the operating contractors, in the research programs of said operating contractors at Oak Ridge.

(E) Arrange and conduct, in and with facilities to be provided by the Commission at Oak Ridge, Tennessee, such educational and training programs in the field of nuclear and related sciences, as may be agreed upon from time to time by the Commission and the Contractor.

(F) Perform such advisory and consultative functions as may be requested by the Commission and agreed upon by the Contractor.

(G) Mod. 1 (H) Mod. 4 (I) Mod. 6

ARTICLE II - TERM AND ESTIMATE OF COST

1. The term of this contract will commence on March 18, 1947, and will end on December 31, 1951. On or before June 30, 1951, the Contractor will give written notice to the Government as to whether it desires to continue operations after December 31, 1951. If the Contractor is willing to continue operations and the Government desires to extend the term of this contract, the parties hereto agree to enter into negotiations looking to the execution of a new agreement based on such terms and conditions as shall be mutually agreeable.

2. The Government shall reimburse the Contractor, in accordance Mod. 1 with the provisions of this contract, for the actual cost to the Contractor in performance of its undertakings hereunder. Reimbursable expenditures during the period commencing March 18, 1947, and ending June 30, 1948,

will not exceed Seventy-five Thousand Dollars (\$75,000.00). Not less than ninety (90) days before the end of each fiscal year, the parties will commence negotiations for the purpose of determining the monetary requirements for the succeeding fiscal year and the foregoing limitation on reimbursable expenditures will thereupon be increased accordingly. Such increases, when made, shall constitute obligations with respect to this contract against such funds of the Commission, available for obligation at the time the increase is made, as the Commission may designate. Notwithstanding any other provision of this contract, when and if the actual cost of the work performed hereunder and expenses incurred hereunder shall exceed the limitation on reimbursable expenditures the Contractor shall be excused from further performance under this contract, and it shall not incur further costs and obligations hereunder unless and until the Government shall first agree in writing to reimburse the Contractor for such further performance. The Contractor will promptly advise the Commission when it is indicated that additional funds will be needed and shall estimate the amount of such additional funds and the time when they will be needed, together with a justification therefor.

### ARTICLE III - COST OF THE WORK: CONTRACTOR'S ALLOWANCE

1. Reimbursement for Contractor's Expenditures. In approving reimbursement for all costs and expenses of the Contractor under this contract, the Commission shall be governed by the provisions of Article VI. The Contractor shall be reimbursed in the manner hereinafter described for its actual costs and expenses in the performance of the work under this contract, when approved or ratified by the Commission, including, but not limited to, the following:

(a) Expenditures for materials, equipment, books, stationery, supplies and services necessary to the performance of the work.

(b) Salaries of all officers and employees of the Contractor engaged directly in the performance of the work hereunder at Oak Ridge, Tennessee (not including, however, the salary of the Executive Director of the Contractor). In case the full time for which an officer or employee is employed by the Contractor is not applied to the work, his salary shall be included in this item only in proportion to the actual time applied thereto. No person shall be assigned to service under this contract by the Contractor as Executive Director, Administrative Assistant, Director of University Relations, Director of any school established by the Contractor, professor, instructor, or similar position of like responsibility in the Contractor's organization unless there shall have been presented to and approved by the Commission a statement of the qualifications, experience and salary (if reimbursement is expected) of the person proposed for such assignment. The payment of any excess salary over the scheduled range of wage rates shown in the attached "Employment and Travel Policies", attached hereto as Exhibit "A", and made a part hereof, shall not be reimbursable unless and until the Commission has so approved in writing. Mod 1

(c) The actual transportation expenses by rail, air, or otherwise, of employees, including the Executive Director and consultants, required to travel in the performance of this contract, including Pullman where necessary, plus the actual cost of lodging incurred during periods of travel and an allowance in lieu of all other actual subsistence expenses of Five Dollars (\$5.00) per day while in travel status, such allowance to be computed in accordance with Standardized Government Travel Regulations. Transportation by privately-owned automobile on such required travel shall be reimbursed at the rate of Five Cents (0.05) per mile, as representing the actual cost of such transportation. All travel shall be either authorized or approved in writing by the Commission. Should the Contractor or any representative thereof be required to remain in travel status for a period in excess of ten (10) days at any one time, the cost of such excess travel shall be at the expense of the Contractor, unless otherwise ordered in writing by the Commission.

(d) The cost of sick leave, vacation, termination pay, retirement and other employee welfare plans adopted by the Contractor and approved by the Commission to the extent applicable to employees whose salaries are reimbursable hereunder. The Contractor's employment policies are set forth in Appendix A, attached hereto and made a part hereof and have been approved by the Commission. Said policies may be revised from time to time at the request of the Contractor and with the approval of the Commission.

(e) Disbursements incident to the establishment and maintenance of bank accounts in connection with the work hereunder and disbursements incident to the payment of payrolls.

(f) Payments from its own funds made by the Contractor under the Social Security Act (Employer's contribution) or State Unemployment Compensation Laws (Employer's contribution) and any disbursements required by present or future laws which the Contractor may be required to pay on account of this contract on or for any plant, equipment, process, organization, materials, supplies, or personnel or on moneys received as reimbursement, or as agreed compensation in lieu of reimbursement therefor; and permit and license fees and royalties paid to others under patents used.

(g) The cost of shipping, transportation, loading, unloading and storage charges on materials, supplies and equipment.

(h) The cost of repairing, reconstructing and replacing any property destroyed or damaged and not covered by insurance, provided the prior written approval of the Commission is obtained.

(i) The cost of telegrams, telephone service and telephone calls (local and long distance), cablegrams, radiograms, postage and reproduction of documents, incurred directly in connection with the prosecution of the work, to the extent that such services are not provided by the Government.

(j) Premiums on such bonds and insurance policies as the Commission may approve or require.

(k) Losses or expenses, due to claims made by third parties, not compensated for by insurance or otherwise (including settlements made with the written consent of the Commission), actually sustained by the Contractor in connection with the work and found and certified by the Commission to be just and reasonable, or determined by process of law; provided that such reimbursement shall not include any amount for which the Contractor would have been indemnified or compensated by insurance except for failure of the Contractor to procure or maintain bonds or insurance in accordance with the requirements of the Commission.

(l) All subcontracts made in accordance with the provisions of this contract.

(m) Transportation and traveling expenses as approved by the Commission, to the site of the work of personnel employed by the Contractor for the performance of this contract, as provided in Appendix A, hereto annexed.

(n) Expenses in connection with any temporary or permanent closing down of the work.

(o) In the event that the Commission shall determine that the best interests of the Government require that the Contractor initiate or defend litigation in connection with claims of third parties arising out of the performance of this contract, the Contractor will proceed with such litigation in good faith and the costs and expenses of such litigation, including judgments and court costs, allowances rendered or awarded in connection with suits for wages, overtime or salaries, and reasonable attorney's fees for private counsel when the Government does not furnish Government Counsel, shall be reimbursable under this contract.

(p) Such other items not expressly excluded by other provisions of this contract as should, in the opinion of the Commission, be included in the cost of the work. When such an item is allowed by the Commission, it shall be specifically certified as being allowed under this subparagraph.

(q) All expenditures for which reimbursement has not been made pursuant to Letter Contract No. AT-40-1-GEN-33, dated March 18, 1947, and all supplemental agreements thereon, such Letter Contract, together with all supplements, are hereby merged with and superseded by this contract.

(r) (a) (t) Mod. 1 (u) Mod. 4

2. In addition to the reimbursement for its expenditures hereinabove provided for, the Government will pay the Contractor an allowance at the rate of Two Hundred and Fifty Dollars (\$250.00) per month for the period commencing on March 18, 1947, and ending on June 30, 1948, which sum shall constitute full compensation for, and shall be paid in lieu of direct reimbursement for, such items of expense as the Commission, in its discretion, considers are (i) items of general overhead expense, and (ii) are not covered by the provisions of Paragraph 1 above, and (iii) are connected with the office of the Contractor's President, the offices of the Contractor's Directors, the Contractor's contributions to premiums

for life insurance and retirement insurance for, but not the salary of, the Contractor's Executive Director assigned to this contract, or are connected with some other phase of the Contractor's organization, administration or activities, and (iv) are properly for coverage under the provisions of this paragraph. Not less than ninety (90) days before June 30, 1948, and not less than ninety (90) days before the end of each fiscal year thereafter, the parties shall commence negotiations for the purpose of agreeing upon the amount of allowance to be paid the Contractor by the Government, under this paragraph, in connection with the Contractor's services to be performed during the ensuing fiscal year; upon such mutual agreement this contract shall be modified in writing accordingly. Mod. 1

#### ARTICLE IV - REVENUE

1. The Contractor shall, to the extent of his ability, take all cash and trade discounts, rebates, allowances, credits, salvage, commissions and bonifications, and when unable to take advantage of such benefits he shall promptly notify the Commission with the reason therefor. In determining the actual net cost of articles and materials of every kind required for the purpose of this contract, there shall be deducted from the gross cost thereof all cash and trade discounts, rebates, allowances, credits, commissions and bonifications which have accrued to the benefit of the Contractor.

2. All revenue received by the Contractor from the conduct of Mod. 1 educational facilities in the performance of this contract, including registration, tuition, laboratory and other fees, or from rebates, discounts and refunds will be accounted for by the Contractor and applied in reduction of the cost of the work hereunder. Revenue received by subcontractors in the performance of work hereunder may be retained by such subcontractors unless the terms of the subcontract requires that the subcontractor pay over or account to the Contractor for such revenue.

#### 3. Mod. 4

#### ARTICLE V - PAYMENTS

1. Reimbursement for Cost. The Government will currently reimburse the Contractor for expenditures made in accordance with Article III, upon certification to and verification by the Commission of the original signed payrolls for labor, or certified extracts thereof, invoices for supplies, or such other documents as the Commission may require. Generally, reimbursement will be made monthly, but may be made at more frequent intervals if the conditions so warrant.

2. Payment of the Overhead Allowance. The overhead allowance set out in Section 2 of Article III shall be paid by the Government as it accrues in monthly installments. Any portion of the Contractor's overhead allowance which shall have accrued and shall not have been paid prior to date of execution of this contract, shall be paid to the Contractor as soon as practicable thereafter.

#### ARTICLE VI - RESPONSIBILITY OF CONTRACTOR-CONTINGENCIES

(In view of the fact that the Contractor is undertaking performance of the work hereunder without fee, it is agreed that all work under this contract is to be performed at the expense of the Government, and that the Contractor shall not be liable for, and the Government shall indemnify the Contractor against any delay, failure, loss, expense

(including expense of litigation) or damage (including personal injuries and deaths of persons and damage to property of any kind whether due to negligence or to any cause whatsoever), arising out of the performance of the work, unless such delay, failure, loss, expense or damage is caused by wilful misconduct or bad faith on the part of any corporate officer of the Contractor or on the part of the Contractor's representative responsible for direction of the work hereunder.) The Government shall assume and carry on, at its own expense, the defense of all claims, suits or legal proceedings which may be asserted or instituted against the Contractor, its directors or officers, on account of any acts or omissions, whether claimed to have arisen from negligence or otherwise, in the performance of this contract; and the Government shall pay directly and discharge completely all final judgments, including assessed costs, entered against the Contractor, its directors or officers, in such litigation and all claims which may be settled by agreement approved by the Commission; provided, however, that <sup>Mod. 1</sup> the provisions of this sentence shall not apply to: (1) claims, suits or legal proceedings arising from risks against which the Contractor, its directors or officers, shall be insured or would have been insured but for the failure of the Contractor to comply with any lawful direction of the Commission; or (2) claims, suits or legal proceedings which arise from acts or omissions which involve wilful misconduct or lack of good faith on the part of the Contractor or of the director or officer against whom the claim, suit or legal proceeding is instituted.

#### ARTICLE VII - CHANGES

The Commission may at any time by written order issue additional instructions or require additional work or services to be performed hereunder by the Contractor, or direct the omission of work or services covered by this contract. No such changes causing a material increase or decrease in the amount or character of the work or services to be performed under this contract will be directed by the Commission until this contract is modified <sup>Mod. 1</sup> by mutual agreement of the parties hereto.

#### ARTICLE VIII - RECORDS AND ACCOUNTS

1. The Contractor agrees to keep records and books of account showing the actual cost to it of all items of labor, materials, equipment, supplies, <sup>Mod. 1</sup> services, and other expenditures of whatever nature for which reimbursement is authorized under the provisions of this contract. The system of accounting to be employed by the Contractor shall be such as is satisfactory to the Commission.

2. The Commission shall at all reasonable times be afforded proper facilities for inspection of the work hereunder and shall at all reasonable times have access to the premises, work, and materials, to all books, records, correspondence, instruction, plans, drawings, receipts, vouchers, and memoranda of every description of the Contractor pertaining to said work; and the Contractor shall preserve at Government expense for a period of five (5) years after completion or termination of this contract, all the books, records and other papers herein mentioned, except such original and other documents as are submitted in support of reimbursement vouchers and except the documents described in Paragraph 6 of Article X hereof. Upon completion or termination of this contract, and excepting those documents for the disposition of which provision is made in Paragraph 6 of Article X hereof, the Contractor may, at its election, turn over to the Government all such books, records and other papers above-mentioned, or if the Institute elects to keep possession of the same, the parties hereto will negotiate to determine a fair compensation for the preservation of such books, records and other papers and will enter into an agreement for the payment of the compensation so determined. After such five (5) year period, the Contractor may, at its election, turn over to the Government all such books, records and

other papers, or retain the same, with the right reserved to the Government to have access thereto and to make copies thereof at all reasonable times.

3. Any duly authorized representative of the Commission shall at any reasonable time be accorded the privilege of examining the books, records, and papers of the Contractor relating to the cost of the work for the purpose of checking and verifying such cost.

#### ARTICLE IX - GOVERNMENT-OWNED PROPERTY

1. Title to the Work. Title to all materials, tools, machinery, equipment and supplies acquired or manufactured by the Contractor under this contract and for which it is entitled to reimbursement under Article III shall vest in the Government at the point of shipment thereof, or at such other point or points as the Commission may designate in writing; provided that the right of final inspection and acceptance or rejection of such materials, tools, machinery, equipment and supplies at such place or places as it may designate in writing is reserved to the Commission; provided, further, that upon such final inspection the Contractor shall be given written notice of acceptance or rejection as the case may be. In the event of rejection, the Contractor shall be responsible for the removal of the rejected property within a reasonable time.

2. Records. The Contractor shall maintain at all times, in a manner satisfactory to the Commission, records showing the receipt, disposition and/or use of all equipment, materials and supplies purchased for the work for which it has been reimbursed by the Government, or which has been furnished by the Government.

3. Reservation by Government. The Government reserves the right to furnish any buildings, materials, supplies, equipment or services, including communications, reproduction and automotive services, necessary in the performance of the work under this contract. Title to all such property furnished by the Government for use hereunder shall remain in the Government. Upon completion of this contract or upon demand, the Contractor shall return at the expense of the Commission all such unexpended property to the place designated by the Commission.

4. Markings. The Contractor shall cause all non-expendable equipment, machinery and tools to which title is vested in the Government to be suitably marked with an identifying mark or symbol indicating that such items are the property of the United States, and shall maintain at all times appropriate records showing the disposition and/or use of all such non-expendable equipment, machinery and tools.

5. Disposition of Government Property. It is recognized that property title to which is or may hereafter become vested in the Government will be used by or will be in the care, custody or possession of the Contractor in connection with the performance of this contract.

With the prior approval in writing of the Commission, the Contractor may transfer or otherwise dispose of such Government-owned property to such parties and upon such terms and conditions as the Commission may approve or ratify, or, with like approval by the Commission, the Contractor may itself acquire title to such property or any of it at a price mutually agreeable. The proceeds of any such transfer or disposition or the agreed price of any property, title to which is so acquired by the Contractor, shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be paid in such manner as the Commission may direct.

6. Liability for Government-Owned Property. (a) Except as otherwise specifically provided, the Contractor shall not be liable for loss or destruction of or damage to property of the Government in the possession or control of the Contractor in connection with this contract (hereinafter called "Government property") unless such loss, destruction or damage results from wilful misconduct or failure to exercise good faith on the part of the Contractor's corporate officers or the Contractor's Executive Director or Director of any program administered by the Contractor in the performance of this contract.

#### ARTICLE X - SPECIAL REQUIREMENTS

The Contractor hereby agrees that:

1. (a) It will procure and thereafter maintain such bonds and insurance in such forms and in such amounts and for such periods of time as the Commission may approve or require in writing and shall be reimbursed for the cost thereof;

(b) In every instance where this contract requires the United States to pay the premium on a bond or insurance policy, the bond or insurance policy shall contain an endorsement or other recital excluding by appropriate language any claim on the part of the insurer or obligor to be subrogated, on payment of a loss or otherwise, to any claim against the United States;

(c) The Contractor shall give the Commission immediate notice in writing of any suit or action filed against the Contractor arising out of the performance of this contract and of any claim against the Contractor the cost and expense of which are reimbursable under the provisions of Article III hereof, and the risk of which is then uninsured or in which the amount claimed exceeds the amount of insurance coverage. The Contractor shall furnish immediately to the Commission copies of all pertinent papers received by the Contractor. Insofar as the following shall not conflict with any policy or contract of insurance, and upon request of the Commission, the Contractor shall do any and all things to effect an assignment and subrogation in favor of the Government of all Contractor's rights and claims except against the Government, arising from or growing out of such asserted claims, and, if required

by the Commission, shall authorize representatives of the Government to settle and/or defend any such claim and to represent or take charge of any such litigation affecting the Contractor.

2. It will procure all necessary permits and licenses; obey and abide by applicable laws, ordinances, and rules and regulations thereunder which have the effect of the law of the United States of America, of the state, territory, or sub-division thereof wherein the work is done, or of any other duly constituted public authority, to the extent applicable to the Contractor's operations hereunder.

3. The Contractor shall, at all reasonable times during the progress of the work, keep at the site thereof a duly appointed and qualified representative who shall receive and execute on the part of the Contractor such notices and instructions as the Commission may give under the terms of this contract.

4. The Contractor shall make every reasonable effort in the selection of its employees and in the prosecution of the work under this contract, to safeguard drawings and reports furnished to the Contractor and drawings and specifications in its possession pertaining to this contract and to prevent the theft or unauthorized use of the same.

5. The Commission may require the Contractor to dismiss such employee or employees of the Contractor as the Commission deems incompetent, careless or insubordinate or whose continued employment is deemed inimical to the public interest by the Commission. The Contractor shall make every reasonable effort in the selection of its employees to secure persons who are competent, careful, honest, and loyal to the United States of America.

6. Drawings and Specifications. (a) All drawings, designs and specifications and all technical, scientific and medical records, data and memoranda of every description and relating to the work or any part thereof are to become the property of the Government on completion thereof, and the Government shall have the full right to use said drawings, designs, specifications, records, data and memoranda in any manner when and where the Government may designate without any claim on the part of the Contractor.

(b) Subject to the provisions of paragraph 6(a) above, all drawings, designs, specifications and all technical, scientific and medical records, data and memoranda of every description concerning the project shall be delivered to the Government upon completion or termination of this contract or at a prior date if requested by the Commission; and, furthermore, access to such drawings, designs, specifications, data and memoranda as may contain information classified as affecting the security of the United States shall be restricted to trusted and duly authorized representatives of the Commission and the Contractor, except as otherwise specifically authorized by the Commission.

#### ARTICLE XI - REPORTS

1. On or before the first day of March of each year the Contractor will submit to the Commission a proposed program and budget for the succeeding fiscal year and will supply such further information as the Commission may request. The parties will thereupon negotiate for the purpose of determining by mutual agreement a detailed program of the work to be performed by the Contractor hereunder during the succeeding fiscal year.

2. The Contractor will furnish to the Government such reports as the Commission may deem necessary or desirable and may request from time to time.

#### ARTICLE XII - ASSIGNMENT OF CLAIMS

Neither this contract, nor any interest therein, or claim thereunder, shall be assigned or transferred by the Contractor to any other party or parties.

#### ARTICLE XIII - COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or in its discretion, to deduct from payments due the Contractor the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

#### ARTICLE XIV - OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### ARTICLE XV - INVENTIONS, PATENTS AND PROCESSES

1. It is understood and agreed that whenever any discovery or invention is made by the Contractor or its employees in the course of the work called for in this contract, the Contractor shall furnish the Commission complete information thereon, and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the 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 the Contractor, for itself and for its employees agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission. The Contractor agrees that it will include the provisions of this paragraph in all contracts of employment with persons who do any part of the work called for in this contract.

2. Without waiving any rights of the Government under the foregoing provisions, it is agreed that all provisions of the Atomic Energy Act of 1946 relating to patents and inventions are hereby incorporated by reference. No claim for pecuniary award under the provisions of that Act shall be asserted by the Contractor or its employees or by any subcontractor or its employees with respect to any invention or discovery heretofore or hereafter made in the course of the work called for in this contract.

3. The Contractor shall insert appropriate provisions to effectuate the purposes of Sections 1 and 2 of this Article in contracts with its employees and subcontractors.

#### ARTICLE XVI - TERMINATION

1. The performance of work under this contract may be terminated in whole, or from time to time in part (a) whenever the Contractor shall default in performance of this contract in accordance with its terms, and shall fail to cure such default within ten days (or such longer period as the Commission may allow) after receipt of notice from the Commission specifying the default, or (b) whenever the Commission shall determine that any such termination is in the best interest of the Government. Termination by the Government under this section shall be effected by delivery to the Contractor of a Notice of Termination specifying the termination date upon which such termination shall become effective.

2. After receipt of a Notice of Termination and except as otherwise directed by the Commission, the Contractor shall:

(a) Discontinue work under this contract on the date fixed for termination in the Notice of Termination, except as to outstanding commitments to students, which commitments will be disposed of by mutual agreement of the parties.

(b) Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work until the date fixed for termination in the Notice of Termination.

(c) Cancel (or if so directed by the Commission, transfer to the Government), as of the date fixed for termination or such earlier date as the Commission may direct, all orders, subcontracts and agreements relating to the work, and assign to the Government in

the manner and to the extent directed by the Commission, all of the right, title and interest of the Contractor under the orders, sub-contracts and agreements so canceled or transferred.

(d) Settle and pay, to the extent directed or authorized by the Commission, claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work or of any subcontract, order or agreement pursuant thereto.

(c) Transfer and deliver to the Government, in the manner, to the extent and at the times directed by the Commission the completed and uncompleted work, supplies, material and other property produced as a part of or acquired in the performance of the work.

(f) Take such other action (whether before or after the termination date) as the Contractor may deem necessary or as the Commission may direct for the protection and preservation of property which is in the possession of the Contractor and in which the Government has or may acquire an interest.

3. The Contractor and the Commission may agree upon the whole or any part of the amount or amounts payable to the Contractor under this contract upon the total or partial termination of this contract pursuant to this Article for reasons other than the default of the Contractor and the Government shall pay to the Contractor such agreed amounts.

4. In the event of the failure of the Contractor and the Commission to agree as provided in section 3 upon the whole amount to be paid to the Contractor upon the termination of this contract, for reasons other than the default of the Contractor, the Government shall, but without duplication of any payments agreed upon in accordance with section 3.

(a) Reimburse the Contractor for all costs and expenses reimbursable under this contract, not previously paid to the Contractor, incurred prior to the date fixed for termination in the Notice of Termination and such further costs and expenses as may be incurred thereafter with the written approval of or as directed by the Commission.

(b) Reimburse the Contractor for the cost (so far as not included in payments under paragraph (a) above) of settling and paying claims, commitments, liabilities or obligations arising out of or in connection with the performance or termination of this contract or of any subcontract, order or agreement pursuant hereto.

(c) Reimburse the Contractor for any other costs incidental to the termination of this contract, or incurred at the direction or with the approval of the Commission in connection with such termination, including but not limited to accounting, clerical, legal and other costs and expenses.

(d) Assume and become liable for all unpaid obligations, commitments and claims in connection with the contract which the Contractor may have theretofore undertaken or incurred, or for which the Contractor may be or become liable, the cost of which would be reimbursable under the provisions of this contract; and the Contractor shall, as a condition of receiving payments under this Article, execute and deliver all such papers and take all such steps as the Commission may require for the purpose of vesting fully in the Government the rights and benefits of the Contractor in respect to such obligations, commitments or claims.

5. The Contractor's overhead allowance shall be computed and paid to and including the date fixed for the total termination of this contract in the Notice of Termination. In the event of partial termination, the Contractor's overhead allowance shall be adjusted by mutual agreement between the parties.

6. The Government may withhold from the payments required by this Article, or by Article III of this contract, the amount of any unsettled claims in connection with this contract which the Government may have against the Contractor.

7. Prior to final payment and as a condition thereof the Contractor shall furnish to the Government a release of all claims against the Government, arising under and by virtue of this contract other than such claims, if any, as are expressly excepted by the Contractor from the operations of the release.

#### ARTICLE XVII - CONVICT LABOR

The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor. This provision shall not be construed to prevent the Contractor or any subcontractor hereunder from obtaining any of the supplies, or any component parts or ingredients thereof, to be furnished under this contract or any of the materials or supplies to be used in connection with the performance of this contract, directly or indirectly, from any Federal, State or territorial prison or prison industry, provided, that such articles, materials or supplies are not produced pursuant to any contract or other arrangements under which prison labor is hired by or employed or used by any private person, firm or corporation.

#### ARTICLE XVIII - SAFETY AND ACCIDENT PREVENTION

The Contractor agrees to conform to all health and safety regulations and requirements of the Commission. The Contractor shall take all reasonable steps and precautions to protect health and minimize danger from all hazards to life and property, and shall make all reports and permit all inspections as provided in such regulations or requirements.

## ARTICLE XIX - DISPUTES

Except as otherwise specifically provided in this contract, all disputes which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by a representative of the Commission duly authorized to supervise and administer performance of the work under this contract, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within thirty (30) days from receipt of such notice the Contractor may appeal in writing to the Commission, whose written decision thereon, or that of its designated representative or representatives (other than the representative referred to in the preceding sentence) or board, shall be final and conclusive. Pending decision of any dispute, the Contractor shall diligently proceed with the performance of the work under this contract.

## ARTICLE XX - DISCLOSURE OF INFORMATION

1. It is understood that disclosure of secret, confidential or restricted information contained in this contract relating to the work 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 the Contractor or any person under its control in connection with the work under this contract, may subject the Contractor, its agents, employees and subcontractors, to criminal liability under the laws of the United States. See Title 1 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. 45-46d), as supplemented by Executive Order No. 8381, dated March 22, 1940 (5 F.R. 1147), and the Atomic Energy Act of 1946.

2. The Contractor 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 Contractor 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.

3. The Contractor shall insert in all subcontracts under this contract provisions similar to the text of sections 1 and 2 of this Article.

ARTICLE XXI - ANTI-DISCRIMINATION

1. The Contractor, in performing the work required by this contract, shall not discriminate against employee or applicant for employment because of race, creed, color, or national origin.

2. The Contractor agrees that the provision of paragraph 1 above will also be inserted in all of its subcontracts. For the purpose of this Article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

ARTICLE XXII - SUBCONTRACTS

1. The Contractor shall not subcontract any part of the work he is obligated to perform under this contract or enter into any subcontract for consultant services except as authorized in writing by the Commission. *Mad 7*

2. The Contractor will enter into no other subcontract, agreement or arrangement hereunder involving a reimbursable expenditure in excess of Five Hundred Dollars (\$500.00) without the prior written approval of the Commission.

ARTICLE XXIII - INSPECTIONS

The Commission shall have the right to inspect in such manner and at such times as it deems appropriate all activities of the Contractor arising in the course of the work under this contract.

ARTICLE XXIV - LABOR RELATIONS

1. Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Commission. Such notice shall include all relevant information with respect to such dispute.

2. All contracts or agreements entered into with an organization of the Contractor's employees shall be submitted in advance of the execution thereof to the Commission for approval of such portions thereof as affect security, continuity of work, and expenditures or commitments reimbursable under this contract.

ARTICLE XXV - DEFINITIONS

1. The term "Commission", wherever appearing herein, shall mean the United States Atomic Energy Commission or its duly authorized representative who signs this contract, his successor or duly authorized representative or representatives.

*ARTICLE XXVI - Mad. 1*

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 18th day of March, 1947.

THE UNITED STATES OF AMERICA

By [Signature]

[Signature]

[Signature]

WITNESS:

[Signature]  
[Signature]

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

By [Signature]

President

(Title)

Certification

I, WILLIAM G. POWARD, certify that I am the SECRETARY of the Corporation named as Contractor herein; that FRANK P. GRAHAM who signed this contract on behalf of the Contractor was then PRESIDENT of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this 24th day of MAY, 1948.

[Signature]

UNITED STATES ATOMIC ENERGY COMMISSION  
P. O. BOX E  
OAK RIDGE, TENNESSEE

Letter Contract No. AT-40-1-GEN-33  
Dated: March 18, 1947

Oak Ridge Institute of Nuclear Studies  
Oak Ridge, Tennessee

Gentlemen:

1. In accordance with negotiations conducted with you concerning a proposal submitted by the Board of Directors of the Oak Ridge Institute of Nuclear Studies, hereinafter called the Institute, an order hereby is placed with you to do all things necessary to accomplish the following (in cooperation with other contractors of the Commission at Oak Ridge, Tennessee, hereinafter called Contractors):

a. To establish an administrative organization of the Institute at Oak Ridge, Tennessee, and to administer and accomplish a program, evidenced in writing, mutually agreed upon by the Institute and the Commission, pursuant to which selected graduate students from cooperating institutions can complete thesis research for the degree of Doctor of Philosophy, through employment with Contractors at the Clinton Engineer Works, Oak Ridge, Tennessee.

b. To establish a program with Contractors, as approved by the Commission, pursuant to which staff members and research workers of cooperating institutions can arrange to participate, either at the Clinton Engineer Works or at their own institutions, in the research programs of said Contractors.

c. To conduct, in and with facilities to be provided by the Commission, at Oak Ridge, Tennessee, special training programs, approved by the Commission and designed to provide scientific workers with training and experience in the special techniques of research relating to the research programs of the Commission.

d. To perform such advisory functions as may be requested by the Commission and agreed upon by the Institute.

2. You are directed to proceed immediately as outlined above.

3. All applicable articles required by Federal Law, Executive Order, or Commission Regulation to be included in contracts for the type of work and services herein described are incorporated herein by reference.

1116401

4. By your acceptance hereof you undertake without delay to enter into negotiations with the Commission looking to the execution of a definitive contract which will be in a form agreed upon by the parties and will include all applicable articles mentioned in paragraph 3. The definitive contract also will contain detailed terms and conditions as agreed to by the parties, which may or may not be at variance with the provisions of this order.

5. Pending the execution of a definitive contract, each expenditure, order, subcontract, or commitment made by you in furtherance of the performance of this order for an amount in excess of Five Hundred Dollars (\$500.00) will be subject to the written approval of the Commission, and you are authorized to expend or obligate, in furtherance of your performance hereunder not more than Twenty Five Thousand Dollars (\$25,000.00) in the aggregate.

6. a. In case a definitive contract is not executed by 30 June 1947, (or any subsequent date at any time mutually agreed upon) because of the inability of the parties to agree upon a definitive contract, this order will terminate on the stated date or such subsequent date, as the case may be.

b. The Commission may at any time terminate this order in whole or in part for its convenience by giving you written notice of such termination.

c. In the event of termination pursuant to either paragraph 6a or paragraph 6b of this order, you and the Commission will attempt to agree by negotiation upon a settlement established by the parties to be the aggregate amount (less payments previously made to you) of the costs incurred by you in the performance of this order and the amounts paid or to be paid by you for your account in settling, with the approval of the Commission, your obligations for commitments made in the performance of this order.

d. If you and the Commission are not able to agree upon such a negotiated settlement within 90 days after the effective date of the termination (or within such longer period at any time mutually agreed upon), the Government binds itself (without duplication of any of the following payments or of payments previously made) to reimburse you for the costs incurred by you in the performance of this order and for any amounts paid by you for your account in settling, with the approval of the Commission, your obligations for commitments made in the performance of this order. In lieu of reimbursing you for expenditures made by you in settling any of your obligations for commitments, the Government, in

the discretion of the Commission, may assume such obligations or any of them. The total of such reimbursement (and of all payments previously made), together with the amount of any obligations assumed, shall not exceed \$25,000.00.

e. Upon payment or reimbursement to you pursuant to paragraph 6c or 6d of this order, title to all equipment, work in process, materials, plans, information, and other things, for which you are so paid or reimbursed shall vest in the Government (if title thereto has not already become vested in the Government). The Government also will become entitled to any rights under any commitment which it may assume, or for the settlement of which it shall have reimbursed you.

f. All disputes concerning all questions which may arise under this order, and which have not been disposed of by mutual agreement, shall be decided by the Manager of Field Operations, or other designated representative, of the Commission who shall reduce his decision to writing and mail a copy thereof to you at the above address. Within thirty (30) days from said mailing, you may appeal in writing to the Commission, whose written decision, or that of its designated representative or representatives thereon, shall be final and conclusive.

g. Partial payments on account of any amount admittedly due you pursuant to this paragraph 6 may be made by the Government at any time in the discretion of the Commission.

7. After your acceptance hereof, partial and advance payments, in accordance with regulations from time to time applicable, may be made to you upon application.

8. a. It is understood that disclosure of 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 or restricted matter that may come to you or any person under your control in connection with the work under this contract, may subject you, your agents, employees, and subcontractors to criminal liability under the laws of the United States. (See Title 1 of an Act approved 15 June 1917, 40 Stat. 217; 50 U.S.C. 30-42), as amended by an Act approved 23 March 1940 (54 Stat. Chap. 72); and the provisions of an Act approved 12 January 1938 (52 Stat. 3; 50 U.S.C., Supp. V-45-45d), as supplemented by Executive Order No. 8381, dated 22 March 1940, 5 F. R. 1147 D. 1. You shall cause a like provision to be inserted in all subcontracts under this contract.

b. By your acceptance you hereby agree to conform to all security regulations and requirements of the Commission. Except as the Commission may authorize, in accordance with paragraph 10 (b) (5) (B)

Dated: March 18, 1947

of the Atomic Energy Act of 1946, you agree 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 individuals 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. You agree to insert in all subcontracts under this contract provisions similar to the text of this subparagraph.

9. (a) Whenever any patentable discovery or invention is made by the Institute or any of its employees, or by any subcontractor or any of its employees, in the course of the work called for in this contract, the Institute shall furnish the Commission with complete information thereon and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and the rights under any application for patents that may result. The judgment of the Commission on such matters shall be accepted as final, and the Institute agrees that it will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

(b) Without waiving the rights of the Government under the foregoing provision, it is agreed that all provisions of the Atomic Energy Act of 1946 relating to patents and inventions are hereby incorporated by reference. No claim for pecuniary award under the provision of the Act shall be asserted by the Institute or its employees or by any subcontractor or its employees with respect to any invention or discovery made in the course of the work called for herein.

(c) The Institute will insert appropriate provision to effectuate the purposes described in paragraphs "a" and "b" above in contracts with its employees and subcontractors.

10. Your acceptance of this order will be indicated by affixing your signature on this letter and two copies thereof, and mailing or delivering the executed original and one executed copy to this office not later than March 30, 1947. Such acceptance will constitute this order a contract on the terms set forth herein.

11. This instrument is authorized by and has been negotiated under the Atomic Energy Act of 1946 and Executive Order No. 9816, dated December 31, 1945, and is in the interest of the common defense and security.

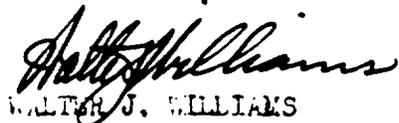
Letter Contract No. AT-40-1-CEN-33  
Dated: March 18, 1947

12 The term "Commission" as used herein means the United States Atomic Energy Commission or its duly authorized representative or representatives

13 The sums to be expended by the Government hereunder are chargeable to the following allotments, the available balance of which is sufficient to cover the same: 89-17/80010 Atomic Energy, Executive (Allotment to Atomic Energy Commission) 1947 and 1948.

Very truly yours,

ATOMIC ENERGY COMMISSION



WALTER J. WILLIAMS  
Manager, Field Operations  
Contracting Officer

Accepted March 24, 1947

OAK RIDGE INSTITUTE OF NUCLEAR STUDIES

By Frank P. Graham,

Title President.

TRIAL LAWYERS FOR PUBLIC JUSTICE PC

COUNSELLORS AT LAW

SUITE 611

2107 STREET NORTHWEST

WASHINGTON, D.C. 20036

202-462-8500

September 14, 1983

Mr. Wayne Range  
Freedom of Information Officer  
Department of Energy  
Oak Ridge Operations  
P.O. Box E  
Oak Ridge, Tennessee 37830

Dear Mr. Range:

Under the provisions of the Freedom of Information Act, 5 U.S.C. 522, Trial Lawyers for Public Justice is requesting access to the entire text of all ORAU Medical Program Review Committee Site Visits, the names, titles, addresses and telephone numbers of all those who participated in the Review Committee, and any responses from the ORAU staff to those site visits. In addition, Trial Lawyers for Public Justice would like access to the Schedule 189s for the project title "Radiosensitivity in Man: A Study of Therapeutic and Accidental Whole-Body Irradiation" for the years 1970-74. Trial Lawyers for Public Justice is also requesting the first contract that the Atomic Energy Commission entered into with ORAU or its predecessor, Contract No. AT-(40-1)-GEN-33.

This Freedom of Information Act request should be read to include all written communication, whether formal or informal, regarding the site visits, contract and schedule 189s, including but not limited to letters, memoranda, studies, directives, reports, notes, summaries, minutes of meetings, tape recordings, videotapes, photographs, telephone conversation records, telephone messages, and drafts.

As you know, the Act permits you to reduce and waive fees when the release of the information is considered as "primarily benefiting the public." Trial Lawyers for Public Justice requests a waiver of fees for this material

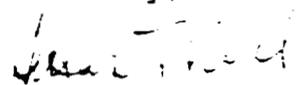
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as it is a public interest advocacy organization. The firm, funded through grants and individual contributors, is dedicated to utilizing trial litigation as an effective instrument of social change and a means of vindicating individual rights. The materials requested above will be used on behalf of families whose children died after being involved in the experimental radiation program at ORAU.

If all or any part of this request is denied, please cite the specific exemption(s) which you think justifies your refusal to release the information, and inform me of the appeal procedure available to me under the law.

I would appreciate your handling this request as quickly as possible, and I look forward to hearing from you within 10 days, as the law stipulates.

Sincerely,

  
Susan J. Vogel

SJV:jmp

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