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CONTRACTS -

*International Minerals and  
Chemical Corp. Pilot Plant  
Mulberry, Florida FL.02-4*

*I m i c c AT (49-1)545*

CONTRACT NO. AT (49-1)-545

CONTRACT

CONTRACTOR AND ADDRESS:

INTERNATIONAL MINERALS & CHEMICAL  
CORPORATION  
20 North Wacker Drive  
Chicago 6, Illinois

CONTRACT FOR:

RESEARCH AND DEVELOPMENT

ESTIMATED COST:

\$655,000.00

SUBMIT INVOICES TO:

United States Atomic Energy Commission,  
East Building, 16th Street and  
Constitution Avenue, Washington, 25,  
D. C.  
Chief of Finance,  
Accounting Operations Section

**CONFIRMED TO BE UNCLASSIFIED**

DOE/OECR <sup>ODR</sup> Sub DO H593

BY: Gerald W. Brothers (DR. 90-70)

DATE 7-17-07

Seven pages 1, 2, 6, 12, 13, 2, 3

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CONTRACTS U.M.I.C.C. - AT (49-1)-545

*(Signature)*

20070001408

CONTRACT NO. AT (49-1)-545

THIS CONTRACT, entered into this 29th day of June, 1951, effective April 26, 1951, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government") as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission") and THE INTERNATIONAL MINERALS AND CHEMICAL CORPORATION, a corporation organized and existing under the laws of the State of New York, with its principal office in the City of Chicago, State of Illinois, (hereinafter called the "Contractor");

WITNESSETH THAT:

WHEREAS, the Government desires the Contractor to perform certain research and development work and the Contractor is willing to do so; and

WHEREAS, this contract is authorized by and has been negotiated under the Atomic Energy Act of 1946 in the interest of the common defense and security;

NOW, THEREFORE, the parties, hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

1. The Contractor at its plant located near Mulberry, Florida, shall conduct research and development studies and experimental investigations for development of processes to recover uranium from phosphate matrix and matrix overburdens, from products which are obtained during the treatment of these materials in the Contractor's commercial operations, from other phosphate products or byproducts or from any of the foregoing materials. The primary objective shall be the development of a process for uranium recovery as efficient and economical as possible.

2. a. The Contractor shall also undertake at its said plant the design, erection and operation of a pilot plant to recover uranium and other valuable products from a portion of the Florida pebble phosphate overburden material which contains uranium and variously described as the "leached zone" or "Partow clay." The general design of the proposed plant will be based on a schematic flowplan submitted by the Contractor to the Commission by letter of April 7, 1951.

b. The proposed plant shall be planned, designed, erected and operated for the purpose of developing engineering plans and specifications as well as capital and operating cost estimates for a full-scale production plant of a size to be agreed upon by the parties and with the objective of obtaining uranium recovery as efficiently and as economically as possible. The Contractor shall also prepare the engineering plans and specifications and cost estimates for such production plant.

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Commission unless otherwise agreed. Generally, reimbursement will be made quarterly, but may be made at more frequent intervals if conditions so warrant. The Commission may withhold all or any part of the final reimbursement payment until property accounting and all reports required under the contract have been received.

Advance payments may be made by the Commission upon request by the Contractor and shall be handled in accordance with the requirements of the Commission applicable from time to time.

ARTICLE V - TERM

The period of performance under this contract shall commence on April 26, 1951 and end on June 30, 1952.

ARTICLE VI - INSPECTION OF CONTRACTOR'S ACTIVITIES: REPORTS

1. 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, and the Contractor will permit such audits and examinations of its books and account as the Commission may request.

2. The Contractor shall make such reports to the Commission, with respect to the Contractor's activities under this contract, as the Commission may require from time to time.

ARTICLE VII - RECORDS

1. The Contractor shall keep books of account and other financial records covering all funds and property for which it may be responsible under this contract, in a form mutually agreeable to the contracting parties and in conformity with generally accepted accounting principles.

2. Except as otherwise mutually agreed upon, all of the Contractor's records pertaining to this contract (including all books, correspondence, instructions, personnel, medical or other records, receipts, vouchers, plans, drawings and memoranda of every description) shall be preserved, in such manner and at such location as may mutually be agreed upon during the period of this contract and for a period of five (5) years following the termination of work under this contract and with respect to records or categories of records designated by the Commission for such additional periods as the Commission may determine.

3. With respect to records retained in the custody or control of the Contractor, the Commission shall have access at all reasonable times to such records and shall have the right to borrow for reasonable periods of time or to reproduce for its use any such records. With respect to records retained in the custody or control of the Commission, the Contractor shall, subject to the Commission's security requirements,

that may be filed hereunder shall also retain at least a non-exclusive, irrevocable, royalty-free license with the right to grant sublicenses in any such invention, discovery, application or patent for the manufacture, use or sale of such invention or discovery in any field other than those referred to in paragraph b above, except the production or utilization of fissionable materials or atomic energy.

d. If the Commission determines that it does not desire to file a patent or an application with respect to any invention or discovery, it shall advise the Contractor to that effect and the Contractor shall have the right to file an application or applications for a patent or patents thereon, subject to security restrictions.

e. The Contractor for itself and for its employees agrees that the inventor or inventors of any such invention or discovery shall execute all documents and do all things necessary or proper, at the request of the Commission, in order to enable the Commission to file and prosecute any patent application which the Commission decides should be filed and prosecuted hereunder, subject to the reservation of the licenses which under the foregoing provisions are to be retained by the Contractor.

f. The Contractor agrees to grant licenses as to any inventions in which the Contractor has the right to grant licenses, to third parties contracting to furnish uranium to the Government, for the purpose of enabling such third parties to obtain said uranium as a primary or by-product, and for as long as said parties shall furnish uranium to the Government, and at fair and reasonable royalty rates no higher than commercial rates, then in effect, if any exist, for the treatment of materials or class of materials specified in paragraph b of this Article, provided that any licenses thus granted by the Contractor shall specify that royalties shall not be charged against uranium by the licensees in determining their manufacturing costs.

g. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1946 shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of any of the work under this contract except as indicated in Appendix A ~~attached to the contract as part of the contract~~, which has been approved by the parties and attached hereto and made a part of this contract.

/s/ P.D.V.H.  
/s/ J.C.J.

h. Except as otherwise authorized in writing by the Commission, the Contractor will obtain patent agreements to effectuate the purposes of this Article from all persons from whom the Contractor usually secures such agreements in the normal course of business and who perform any part of the work under this contract.

i. Except as otherwise authorized in writing by the Commission, the Contractor will insert in all sub-contracts provisions making this Article applicable to the subcontractor and its employees.

#### ARTICLE XII - SAFETY AND ACCIDENT PREVENTION

The Contractor shall initiate and 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 required by the Commission and shall conform to all minimum health and safety regulations and requirements of the Commission.

ARTICLE XIII - DISCLOSURE OF INFORMATION

1. It is understood that disclosure of information relating to the work contracted for hereunder to any person not entitled to receive it, or failure to safeguard all top secret, 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 the Atomic Energy Act of 1946 (Public Law 585 - 79th Congress). See also the provisions of an Act approved June 25, 1948, effective September 1, 1948, set forth in 18 U.S.C. 791-797; 18 U.S.C. 5, 11, 2368 and 3241; 50 U.S.C. 40 and 42.

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 provisions of 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 will insert in all of its subcontracts under this contract provisions similar to the text of this Article.

ARTICLE XIV - LABOR PROVISIONS

1. 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 at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this paragraph. 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 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

CONTRACT NO. AT(49-1)-545  
Amendment No. 7

THIS AMENDMENT, entered into this 28th day of June 1954, effective as of June 20, 1954, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government") as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission") and the INTERNATIONAL MINERALS AND CHEMICAL CORPORATION, a corporation organized and existing under the laws of the State of New York with its principal office in the City of Chicago, State of Illinois (hereinafter called the "Contractor");

WITNESSETH THAT:

WHEREAS, on the 29th day of June 1951, the parties hereto entered into Contract No. AT(49-1)-545 covering certain research and development studies and experimental investigations; and for the design, erection and operation of a pilot plant; and

WHEREAS, this contract has been amended by Amendments Nos. 1, 2, 3, 4, 5, and 6 dated March 18, 1952, June 26, 1952, June 8, 1953, June 30, 1953, September 30, 1953, and January 20, 1953, respectively; and

WHEREAS, it is desired to further amend the contract as hereinafter set forth; and

WHEREAS, this Amendment is authorized by and has been negotiated under the Atomic Energy Act of 1946 in the interest of the common defense and security;

NOW, THEREFORE, said contract is hereby amended but in the following particulars only:

1. As of the effective date of this Amendment, Article I - Scope of Work, is amended to read in its entirety as follows:

"ARTICLE I - SCOPE OF WORK

"1. As directed by the Commission, Contractor shall conduct at its facilities located near Mulberry, Florida laboratory research and development studies and investigations to develop efficient and economical processes for recovering uranium from a portion of the Florida pebble phosphate overburden material which contains uranium and is variously described as the leached zone or Bartow clay.

CONTRACT NO. AT(49-1)-545  
Amendment No. 7

"2. The Contractor shall conduct such other laboratory research and development studies and investigations, as are mutually agreed upon, to recover uranium and associated values from other uranium bearing phosphatic materials.

"3. At the pilot plant located near Mulberry, Florida, previously designed and constructed under this contract, the Contractor shall, as directed by the Commission, conduct experimental investigations for the purpose of obtaining engineering, operating and cost data on processes developed under paragraph 1 of this Article I - Scope of Work.

"4. The Contractor shall incorporate such improvements and changes in the pilot plant as have become evident and desirable as a result of the work performed under paragraphs 1, 2, and 3 of this Article; provided, however, that no such improvements or changes shall be made without the prior approval of the Commission.

"5. The Contractor shall prepare and submit to the Commission such interim periodical reports as the Commission shall request and a final report summarizing the Contractor's activities, findings, and conclusions in connection with the work. Said reports shall be in the quantity and form requested by the Commission."

2. The amount of Two Million Two Hundred Sixty-Seven Thousand dollars (\$2,267,000), which appears in two places in Article III - Estimated Cost, Limits on Total Amounts Reimbursable, as amended, is changed in each instance to read Two Million Seven Hundred Fifty-Five Thousand dollars (\$2,755,000).

3. The expiration date as set forth in Article V - Term, as amended, is changed from June 30, 1954, to March 1, 1955.