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**SECRET**

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of Dept  
OEMSR-433  
SR Downer  
11/27/42

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Contract No. OEMSR-433

MEMORANDUM OF AGREEMENT made this 1st day of June 1942, effective as of the 15th day of February 1942, between THE UNITED STATES OF AMERICA (hereinafter called "the Government"), represented by the Executive Secretary (hereinafter called "the Contracting Officer"), Office of Scientific Research and Development in the Office for Emergency Management, Executive Office of the President, and Iowa State College, Ames, Iowa, (hereinafter called "the Contractor").

WHEREAS, the Contractor conducts and maintains an experimental testing and research laboratory or laboratories and the Government desires that the Contractor conduct studies and experimental investigations in connection with chemical and metallurgical subjects, and report the results thereof;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Contractor agrees, during the period commencing February 15, 1942, and ending June 30, 1942 (both dates inclusive), to furnish the necessary laboratory facilities and skilled technicians for and to conduct, with the utmost secrecy and dispatch, in accordance with instructions issued by the Contracting Officer or his authorized representative, studies and experimental investigations in connection with the chemistry and metallurgy of normal tube alloy and its allied forms and chemical and metallurgical questions essential in building and operating a power plant, as set forth in secret documents on file in the office of the Executive Secretary of the Office of Scientific Research and Development. The Contractor shall report the results of its investigations from time to time as requested by the Contracting Officer or his authorized representative, and upon termination of the period specified above shall furnish a final report of its findings and conclusions hereunder. The authorized representatives of the Contracting Officer for the purposes of this paragraph include the Chairman of the National Defense Research Committee of the Office of Scientific Research and Development and the Chairman of Section 3-1 of said Committee.

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or Changed To \_\_\_\_\_  
By Authority Of DOC  
By Zed Davis Date 8-29-85

2. The Government agrees to reimburse the Contractor, upon public vouchers supplied by the Government, certified by the Contractor, and approved by the Contracting Officer or his authorized representative, for the actual cost to the Contractor of performance of the work required under

**Par. No. 1** .....  
in an amount not exceeding **Thirty Thousand Dollars (\$30,000.00)**. Notwithstanding the provisions of **Par. No. 1** hereof, when and if actual costs as defined herein equal the total amount reimbursable hereunder, the Contractor shall be under no obligation to continue the work called for under **Par. No. 1** unless and until the Government shall first agree in writing to reimburse the Contractor for the actual cost of such further work.

All vouchers submitted shall indicate, with respect to each class of items listed by the Contractor thereon, the particular subparagraph, below, of this paragraph; under which reimbursement is claimed, and shall be supported by original invoices, itemized bills, excerpts from payrolls, or other appropriate substantiating documents, certified by the Contractor on the face thereof to be correct and paid. Reimbursement payments shall be made at monthly intervals for actual costs incurred and not previously reimbursed, except that the payment otherwise due upon expiration of the period specified in **Par. No. 1** shall not be made until after receipt of the final report required by that paragraph. ....

"Actual cost" as used in this paragraph shall include the following only:

(a) Expenditures by the Contractor for salaries and wages of its employees directly engaged in the work required under **Par. No. 1** ..... plus Federal and State Social Security taxes payable by the employer with reference to such salaries and wages;

(b) Expenditures by the Contractor for such materials, supplies, apparatus, equipment and other articles (including processing and testing thereof, and rental, of apparatus and equipment) as are necessary for performance of the work required under **Par. No. 1**;

(c) Allowances for overhead not exceeding in amount ~~five~~ **five** per cent (~~5%~~ **5%**) of the total salaries, wages, and Social Security taxes reimbursed under subparagraph (a);

(d) Expenditures by the Contractor necessary solely for performance of the work required under **Par. No. 1** . . . . . for long distance telephone calls, telegrams, cablegrams, radiograms, postage, freight, express, and drayage;

(e) Expenditures by the Contractor necessary for performance of the work required under **Par. No. 1** . . . . . for the traveling expenses of persons directly engaged in, such work, plus the actual subsistence expenses of such persons incurred during periods of travel or, at the Contractor's option, an allowance, not exceeding five dollars (\$5.00) per person for each calendar day (midnight to midnight) during a period of travel (or, for fractional parts of a calendar day,  $\frac{1}{4}$  of such amount for each 6-hour period or fraction thereof), in lieu of the actual subsistence expenses of such persons; Provided, That expenses for travel hereunder by motor vehicle other than common carrier shall be reimbursed on a mileage basis at a rate not exceeding five cents (5¢) per mile per vehicle, in lieu of the actual expenses of such travel;

(f) Expenditures by the Contractor for insurance premiums authorized or approved by the Contracting Officer as constituting part of the actual cost of the work required under **Par. No. 1**;

(g) Expenditures by the Contractor which may be specially determined by the Contracting Officer and specifically certified by him in writing to constitute part of the actual cost of the work required under **Par. No. 1**;

(h) Expenditures by the Contractor representing reimbursement to subcontractors performing any part of the work required under **Par. No. 1** for expenditures by such subcontractors for any of the objects of expenditure defined in subparagraphs (a), (b), (d), (e), (f) and (g) hereof, and allowances to such subcontractors for overhead not exceeding in amount one hundred per cent (100%) of the total salaries, wages, and Social Security taxes reimbursed to them; Provided, That said allowance for overhead shall not exceed fifty per cent (50%) of the total salaries, wages, and Social Security taxes reimbursed where the subcontractor is a non-profit or educational institution.

3. Upon the termination of this contract the Contractor agrees to arrange for the delivery of all non-expended materials, supplies, apparatus, equipment and other articles (except rented articles) . . . . . for the cost of which it has been reimbursed by the Government, under subparagraph (b) of Par. No. 2, . . . . . to such department, bureau, agency or instrumentality of the United States of America as the Contracting Officer or his authorized representative may designate, costs of transportation to be paid by the Government, or, if requested by the Contracting Officer or his authorized representative, to sell such non-expended materials, supplies, apparatus, equipment or other articles at public or private sale and deliver the proceeds, less costs of the sale, to the Government; Provided, That the Contractor shall be given the first opportunity and refusal to purchase, lease or otherwise use the non-expended materials, supplies, apparatus, equipment or other articles upon terms to be agreed upon with the Contracting Officer. It is understood and agreed that in the event of a public sale in accordance with the provisions hereof, the Contractor may acquire such non-expended materials, supplies, apparatus, equipment or other articles by paying to the Government an amount equal to the highest outside bid at such sale without any deduction for the costs of the sale. In any event the Contractor shall have the option, which shall be exercised by notice in writing to the Contracting Officer within one month from the date of the Contractor's final report, to purchase such non-expended materials, supplies, apparatus, equipment or other articles upon paying the Government an amount equal to the, cost. of reproduction new less depreciation.

4. Any non-expended materials, supplies, apparatus, equipment, or other articles, the disposition of which is governed by the provisions of Par. No. 3 hereof, shall be held at the Contractor's risk during the term of this contract and any renewals thereof, and in the event of the loss, theft or destruction of all or any part of such materials, supplies, apparatus; equipment or other articles replacements shall be made promptly by the Contractor at its own expense, which replacements shall be subject to the same terms and conditions as the original materials, supplies, apparatus, equipment or other articles so replaced.

5. Upon obtaining the prior written approval of the Contracting Officer, the Contractor is authorized to enter into subcontracts for the performance of any part of the work required under Par. No. 1. All such subcontracts shall contain the substance, after making only the changes in language necessary because of the difference in parties, of (i) the terms and conditions of Par. Nos. 3, 4, 6-15, inclusive, hereof, and (ii) the definition of "actual cost" contained in Par. No. 2 hereof, and shall be subject to the maximum amount reimbursable under the provisions of said Par. No. 2. Notwithstanding the provisions of Par. No. 7 hereof, the Contractor is authorized to disclose information concerning this contract, or obtained as a result of the work called for in Par. No. 1, to employees of a subcontractor to the extent necessary for the performance of the subcontract, subject to all applicable laws, rules, and regulations governing the disclosure of classified information.

6. It is understood and agreed that whenever any **patentable** discovery or **invention** is made by the Contractor or its employees in the course of the **work** called for in Par. No. 1 hereof, the Contracting Officer shall have the sole power to determine whether or not 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 Contracting Officer 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 Contracting Officer. 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 Par. No. 1 hereof.

7. The Contractor agrees never to disclose any information concerning this contract or obtained as a result of the work called for in Par. No. 1 hereof to any person, except employees assigned to such work; without the written consent of the Contracting Officer or his authorized representative.

8. The Contractor agrees that it will immediately submit a confidential report to the Contracting Officer whenever, for any cause, it has reason to believe that an active danger of espionage or sabotage exists at the site of any of the work called for in Par. No. 1 hereof. This report shall contain complete information relative to the reasons which cause the Contractor to be apprehensive of such danger.

9. The Contractor agrees that it will, whenever requested by the Contracting Officer or his authorized representative, report to the Contracting Officer the citizenship, country of birth, or alien status of any or all of its employees at the site of, or having access to, any of the work called for in Par. No. 1 hereof.

10. The Contractor agrees that it will refuse to employ on, and will exclude from the site of, any of the work called for in Par. No. 1 hereof, any person or persons designated by the Contracting Officer or his authorized representative for cause as undesirable to have access to such work. The Contractor further agrees that it will, upon request of the Contracting Officer or his authorized representative, discharge or transfer, and thereafter exclude from the site of such work, any person or persons already employed, who may be designated by the Contracting Officer or his authorized representative for cause as undesirable to have access to such work.

11. The Contractor agrees at all reasonable times to permit the Contracting Officer and his authorized representatives to visit and inspect the work called for in Par. No. 1 hereof, and to report the progress of such work from time to time upon request of the Contracting Officer or his authorized representative.

12. 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.

13. The term "Contracting Officer" as used herein shall include the duly authorized successor of the Contracting Officer and any officer designated to act in the event of their absence or inability to act.

14. The Contractor agrees not to employ any alien or permit any alien to have access to the plans, specifications, or work hereunder without the written consent of the Contracting Officer as to each such alien.

**15.** If, at any time, the Contracting Officer is of the opinion that the progress of the work called for in Par. No. 1 hereof indicates that such work cannot profitably be carried to conclusion, the Government shall have the right to terminate this agreement upon thirty days' notice in writing from the Contracting Officer to the Contractor. In the event that this agreement shall be so terminated, the Government agrees to indemnify the Contractor against loss upon any outstanding commitments, including those for personnel, which the Contractor may have made by reason of the work called for in Par. No. 1 hereof, and which the Contractor is unable to cancel, provided however, that in no event shall the maximum amount payable under this paragraph exceed the total amount payable under Par. No. 2 hereof, less any amounts actually paid to the Contractor under that paragraph prior to notice of termination. Upon receipt of the notice of termination herein provided, the Contractor agrees to exercise all reasonable diligence to obtain the cancellation of any outstanding commitments which it has.

IN WITNESS WHEREOF, the Government and the Contractor have caused this agreement to be signed and sealed, intending to be legally bound thereby.

THE UNITED STATES OF AMERICA

Witnesses:

Cecil L. Covington

BY

Irvin Stewart

(SEAL)

Executive Secretary, Office of  
Scientific Research and Development  
(Contracting Officer)

**IOWA STATE COLLEGE**

G enevieve C. Miller

BY Charles E. Friley

(SEAL)

President

This document contains information concerning the national defense of the United States within the meaning of the Espionage Act, 50 U.S.C., 31 and 32. The transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law.

Iowa State College  
OEMsr-433  
G.L. Davis  
4-5-7112

~~SECRET~~

Contract No. OEMsr-433  
Supplement No. 1

MEMORANDUM OF SUPPLEMENTAL AGREEMENT between THE UNITED STATES OF AMERICA (hereinafter called "the Government"), represented by the Executive Secretary (hereinafter called "the Contracting Officer"), Office of Scientific Research and Development in the Office for Emergency Management, Executive Office of the President, and Iowa State College, Ames, Iowa

Classification Canceled

Or Changed To

By Authority Of D.C.

By J.L. Davis Date 8-29-51

(hereinafter called "the Contractor").

WHEREAS, under date of June 1, 1942, the Government and the Contractor entered into Contract No. OEMsr-433 (a copy of which is attached hereto marked Exhibit "A"), effective as of February 15, 1942, which required the Contractor to conduct studies and experimental investigations in connection with the chemistry and metallurgy of tube alloys, during the period commencing February 15, 1942, and ending June 30, 1942; and

WHEREAS, the Government desires the Contractor to continue its investigations for a further period; and

WHEREAS, it is desired to make certain other amendments to said contract;

AUGUST NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT MADE THIS 1ST DAY OF 1942, EFFECTIVE AS OF THE 30TH DAY OF JUNE, 1942, WITNESSETH:

1. Par. No. 1 of Contract No. OEMsr-433 is hereby amended by striking out the words "June 30, 1942" as they appear in the first sentence therein and inserting, in lieu thereof, the following new words:

"December 31, 1942".

2. The last sentence of Par. No. 1 of Contract No. OEMsr-433 is hereby amended to read as follows:

"The authorized representatives of the Contracting Officer for the purposes of this paragraph include the Chairman of the Executive Committee of Section 3-1 of the Office of Scientific Research and Development and Dr. Arthur H. Compton, member of said Committee."

3. Par. No. 2 of Contract OEMsr-433 is hereby amended by striking out the words "Thirty Thousand Dollars (\$30,000.00)" as they appear in the first

sentence therein and inserting, in lieu thereof, the following new words:

"One Hundred Five Thousand Dollars (\$105,000.00)."

4. Subparagraph (c) of Par. No. 8 of Contract No. OEmar-433 is hereby amended to read as follows:

"(c) Allowances for overhead in the amount of fifty per cent (50%) of the total salaries and wages reimbursed under subparagraph (a);"

5. Subparagraph (h) of Par. No. 2 of Contract No. OEmar-433 is hereby amended to read as follows:

"(h) Expenditures by the Contractor representing reimbursement to subcontractors performing any part of the research and development work required under Par. No. 1 for expenditures by such subcontractors for any of the objects of expenditure defined in subparagraphs (a), (b), (d), (e), (f), and (g) hereof, and allowances to such subcontractors for overhead in the amount of one hundred per cent (100%) of the total salaries and wages reimbursed to them; Provided, That said allowance for overhead shall be in the amount of fifty per cent (50%) of the total salaries and wages reimbursed where the subcontractor is a non-profit or educational institution."

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Except as modified by the provisions of this supplemental agreement, Contract No. ~~199~~ shall remain in full force and effect without change.

IN WITNESS WHEREOF, the Government and the Contractor have caused this supplemental agreement to be signed and sealed, intending to be legally bound thereby.

THE UNITED STATES OF AMERICA

Witnesses:

Cecil L. Covington

BY

Irvin Stewart

(SEAL)

~~Executive Secretary~~, Office of Scientific  
Research and Development  
(Contracting Officer)

IOWA STATE COLLEGE

Marian Mathison

BY

Charles E. Friley

(SEAL)

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Symbol No. E-48

Contract No. OCMsr-433  
Supplement No. 2

~~SECRET~~  
Iowa State College  
12-27-42

MEMORANDUM OF SUPPLEMENTAL AGREEMENT between THE UNITED STATES OF AMERICA (hereinafter called "the Government"), represented by the Executive Secretary (hereinafter called "the Contracting Officer"), Office of Scientific Research and Development in the Office for Emergency Management, Executive Office of the President, and Iowa State College, Ames, Iowa (hereinafter called "the Contractor").

WHEREAS, under date of June 1, 1942, the Government and the Contractor entered into Contract No. OCMsr-433, effective as of February 15, 1942, as amended by Supplement No. 1 thereto dated August 1, 1942, effective as of June 30, 1942, which required the Contractor to conduct studies and experimental investigations in connection with chemical and metallurgical subjects, during the period commencing February 15, 1942, and ending December 31, 1942; and

WHEREAS, the Government desires the Contractor to continue the aforesaid studies and investigations for a further period; and

WHEREAS, the parties desire to make other amendments to Contract No. OCMsr-433, as amended;

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT MADE THIS 26th DAY OF December, - 1942, EFFECTIVE AS OF THE 31st DAY OF DECEMBER, 1942, WITNESSETH:

1. This contract amends the provisions of Contract No. OCMsr-433, as amended, to read as set forth below.

2. (a) The Contractor agrees, during the period commencing February 15, 1942, and ending June 30, 1943 (both dates inclusive), to furnish the necessary laboratory facilities and skilled technicians for and to conduct, with the utmost secrecy and dispatch, in accordance with instructions issued by the Contracting Officer or his authorized representative, studies and experimental investigations in connection with the chemistry and metallurgy of normal tube alloy and its allied forms and chemical and metallurgical questions essential in building and operating a power plant. The Contractor further agrees, to deliver, transportation paid, where and as directed by the Contracting Officer or his authorized representative, samples of such materials as may be developed hereunder. The Contractor shall report the results of its studies and investigations from time to time as requested by the Contracting Officer or his authorized representative and, on or before the termination of the period specified above, shall furnish a final report of its findings and conclusions.

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By Authority Of Doc

By Jed Davis Date 8-29-85

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(b) The Contractor may procure materials, supplies, apparatus and equipment for use in the work required hereunder by Contracts with others, but the Contractor shall not enter into **subcontracts involving** research or development work of the kind contemplated by this contract without obtaining the approval of the Contracting Officer. The Contractor shall refer each prospective **subcontract** which might involve such research or development work to the **Contracting Officer** or his authorized representative, who shall determine whether or not such research or development work is involved. **Subcontracts involving such** research or development work shall be in a form approved by the Contracting Officer. No subcontract shall provide for (i) payment on a **cost-plus-a-percentage-of-cost** basis or (ii) the payment of a fixed fee in excess of seven per centum of the estimated cost, **exclusive** of the fee.

(c) The Contractor shall obtain the approval of the Contracting Officer before altering or constructing buildings, or purchasing, leasing or otherwise acquiring real property, for the cost of which reimbursement will be **claimed** hereunder.

(d) The Government may furnish materials, supplies, apparatus, **equipment** or other articles for use in the performance of the work required hereunder, and such property shall be used by the Contractor only as directed by the Contracting Officer or his authorized representative.

(e) For the purposes of subparagraphs (a), (d) and the second sentence of subparagraph (b) of this paragraph, the Contracting Officer hereby designates as his authorized representatives: **the Chairman of the Executive Committee of Section S-1 of the Office of Scientific Research and Development and Dr. Arthur H. Compton, Member of said Committee.**

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3. The Government agrees to reimburse the Contractor, upon public vouchers supplied by the Government, certified by the Contractor, and approved by the Contracting Officer or his authorized representative, for the actual cost to the Contractor of performance of the work required under

Par. No. 2(a) - - - - -  
in an amount not exceeding **Two Hundred Fifteen Thousand Dollars (\$215,000.00).**  
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Notwithstanding the provisions of Par. No. 2 hereof, when and if actual costs as defined herein equal the total amount reimbursable hereunder, the Contractor shall be under no obligation to continue the work called for under Par. No. 2 unless and until the Government shall first agree in writing to reimburse the Contractor for the actual cost of such further work. All vouchers submitted shall indicate, with respect to each class of items listed by the Contractor thereon, the particular subparagraph, below, of this paragraph, under which reimbursement is claimed, and shall be supported by original invoices, itemized bills, excerpts from payrolls, or other appropriate substantiating documents, certified by the Contractor on the face thereof to be correct and paid. Reimbursement payments shall be made at monthly intervals for actual costs incurred and not previously reimbursed, except that the payment otherwise due upon expiration of the period specified in Par. No. 2(a) shall not be made until after receipt of the final report required by that paragraph. - - - - -

"Actual cost" as used in this paragraph shall include the following only:

- (a) Expenditures by the Contractor for salaries and wages of its employees directly engaged in the work required under Par. No. 2(a) - - - - - plus Federal and State Social Security taxes payable by the employer with reference to such salaries and wages ;
- (b) Expenditures by the Contractor for such materials, supplies, apparatus, equipment and other articles (including processing and testing thereof, and rental of apparatus and equipment) as are necessary for performance of the work required under Par. No. 2(a);
- (c) Allowances for overhead in the amount of fifty per cent ( 50% ) of the total salaries and wages reimbursed under subparagraph (a) , and subparagraph (k);

(d) Expenditures by the Contractor **necessary** solely for performance of the work required under **Par. No. 2(a)** **-----** for long distance telephone calls, telegrams, cablegrams, radiograms, postage, freight, express, and drayage;

(e) Expenditures by the Contractor necessary for performance **of** the work required under **Par. No. 2(a)** **-----** for the traveling expenses of persons directly engaged in such work, plus the actual subsistence expenses of such persons incurred during periods of travel or, at the Contractor's option, an **allowance**, not exceeding six dollars (\$6.00) per person for each calendar day (midnight to midnight) during a period of travel (or, for **fractional parts** of a calendar day,  $\frac{1}{4}$  of such amount for each **6-hour** period or fraction thereof), in lieu of the actual **subsistence** expenses of such persons; Provided, That expenses for travel hereunder by motor **vehicle** other than common carrier shall be reimbursed on a mileage basis at a rate not exceeding five cents (**5¢**) per mile per vehicle. in lieu of the actual **expenses** of such travel;

(f) Expenditures by the Contractor for premiums on insurance certified by the Contracting Officer to constitute part of the **actual** cost of the work required **under Par. No. 2(a)**;

(g) **Expenditures** by the Contractor for the leasing of real property or the alteration or **construction** of buildings;

(h) **Expenditures** by the Contractor representing reimbursement to subcontractors under Par. No. 2(b);

(i) Expenditures by the Contractor, approved by the Contracting Officer or his authorized representative. incurred under Pars. Nos. **4** and **18** ;

(j) Expenditures **by the** Contractor which may be specially determined by the Contracting Officer and **specifically** certified by him in writing to constitute **part** of the actual cost of the work required under **Par. No. 2(a)**;

(k) **Expenditures** by the Contractor to reimburse other employers for the salaries of employees released for and engaged in the work required hereunder, but whose salaries are not reimbursed under subparagraph (a) hereof, plus Federal and State Social Security taxes paid by the employers on such salaries.

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4. Upon the termination of the work required under Par. No. 2. the Contractor shall (a) furnish to the Contracting Officer within thirty (30) days two lists, itemized and substantiated as required by the Contracting Officer, of all materials, supplies, apparatus, equipment, or other articles of personal property in which the Government has any interest hereunder which (list 1) have previously been delivered by the Contractor and (list 2) have not been expended or delivered hereunder, (b) deliver at the Government's expense when and as directed by the Contracting Officer or his authorized representative all such articles which have not been expended or delivered hereunder, and (c) promptly advise the Contracting Officer whether it elects to have any premises on which alteration or construction work has been done hereunder restored to substantially the same condition as prior to such work; if it elects such restoration, it shall retain all amounts reimbursed by the Government for its expenditure therefor and the Government shall pay it the net cost of such restoration; if it elects to retain the benefit of such construction or alteration, the Contractor shall return to the Government the portion of such reimbursement determined by the Contracting Officer to be fair and proper.

5. (a) The Contractor shall be responsible to the Government, over and above the amount compensated by insurance, for the loss of or damage to materials, supplies, apparatus, equipment, and any other property, real or personal, in which the Government has any interest hereunder, only if and so far as attributable to the negligence of an official of the Contractor in hiring or retaining employees or otherwise acting in his official capacity.

(b) The Contractor shall (i) furnish to the Contracting Officer promptly upon the execution hereof an itemized list of all existing insurance policies which cover any of the risks involved in the work hereunder, and its suggestions in writing as to additional insurance policies necessary to protect the Government and the Contractor, and (ii) maintain insurance in such forms and amounts and for such periods of time as the Contracting officer may approve or require.

(c) The Government shall indemnify the Contractor, from such funds as may be hereafter appropriated by Congress for such purpose, against loss or damage to persons or property (including settlements made with the written consent of the Contracting Officer) not compensated for by insurance or otherwise, arising from the work required hereunder, in amounts found and certified by the Contracting Officer to be just and reasonable; Provided, That the Contractor shall give the Contracting Officer prompt notice of the institution of and permit the Contracting Officer at his election to control the defense of all law suits instituted against the Contractor with respect to losses or damages allegedly occurring in connection with the work required hereunder.

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6. It is understood and agreed that whenever any patentable discovery or invention is made by the Contractor or its employees in the course of the work called for in Par. No. 2 hereof, the Contracting Officer shall have the sole power to determine whether or not 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 Contracting Officer 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 Contracting Officer. 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 Par. No. 2 hereof.

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7. The Contractor **agrees** never to disclose any information concerning this contract or obtained as a result of the work called for in Par. No. 2 hereof to any person, **except** employees assigned to such work, **without** the written consent of the Contracting Officer or his authorized representative.

8. The Contractor agrees that it will **immediately** submit a confidential report to the Contracting Officer whenever, for any **cause**, it has reason to believe that an **active** danger of espionage or sabotage exists at the site of any of the work called for in Par. No. 2 hereof. This report shall **contain complete** information relative to the reasons which **cause** the Contractor to be apprehensive of such danger.

9. The Contractor agrees that it will, **whenever requested** by the Contracting Officer or his authorized representative, report to the Contracting Officer the **citizenship, country** of birth, or alien **status** of any or all of its employees at the site of, or having **access** to, any of the work called for in Par. No. 2 hereof.

10. The Contractor **agrees** that it will refuse to employ on, and will **exclude** from the site of, any of the work called for in Par. No. 2 hereof, any person or persons designated by the Contracting Officer or his authorized representative for **cause as undesirable** to have access to such work. The Contractor further agrees that it will, upon request of the Contracting Officer or his authorized representative, **discharge** or transfer, and thereafter **exclude** from the site of such work, any person or persons already employed, who may be designated by the Contracting Officer or his **authorized** representative for **cause as undesirable** to have **access** to such work.

11. The Contractor **agrees** at all reasonable times to permit the Contracting Officer and his authorized representatives to visit and inspect the work called for in Par. No. 2 hereof, and to report the progress of such work from time to time upon request of the Contracting Officer or his authorized representative.

12. 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.

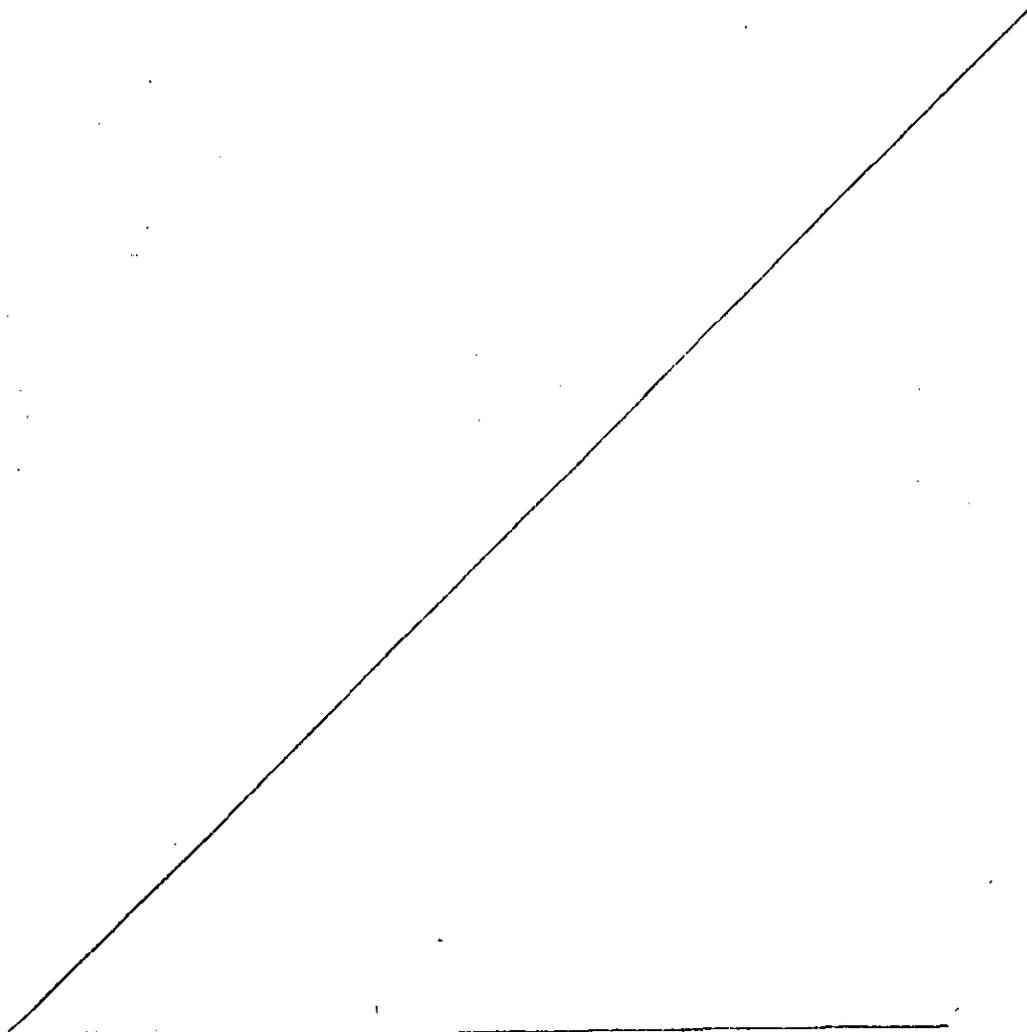
15. The term "Contracting Officer" as used herein **includes** any person authorized to perform the **functions** of the Contracting Officer hereunder. The term "authorized representative" refers to any person **designated** as such by the Contracting Officer.

14. The Contractor shall not employ any alien or permit any alien to have **access** to the plans, **specifications**, or work hereunder without the written consent of the Contracting Officer as to each such alien.

15. The Contractor shall not **discriminate** in any act performed hereunder against any citizen on the ground of **race, creed, color**, or national origin, and shall include such provision in each **subcontract**.

**16. EIGHT HOUR LAW.** The Contractor shall compensate laborers and mechanics for all hours worked by them hereunder in excess of eight (8) hours in any one calendar day at a rate of not less than one and one-half ( $1\frac{1}{2}$ ) times the basic rate of pay of such laborers and mechanics, and shall include such provision in each subcontract. For each violation of the requirements of this paragraph a penalty of five dollars (\$5.00) shall be imposed upon the Contractor or subcontractor for each laborer or mechanic for each calendar day in which such employee is required or permitted to work hereunder more than eight (8) hours without receiving such additional compensation, and all penalties thus imposed shall be withheld for the use and benefit of the Government.

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17. The Contractor warrants that it 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 the contract price or consideration** the amount of such **commission**, percentage, brokerage, or contingent fee. This warranty shall not apply to **commissions payable** by the Contractor 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.

18. If, at **any** time, the Contracting Officer is of the opinion **that the** progress of the work called for in Par. **No. 2** hereof indicates that such work cannot **profitably** be **carried to** conclusion, the Government shall have the right to terminate this agreement upon thirty **days'** notice in writing from the Contracting Officer to the Contractor. In the event that **this** agreement shall be so terminated, the Government agrees to indemnify the Contractor against loss upon any outstanding commitments, including those for personnel, which the Contractor **may** have made by reason of the work called for in Par. No. **2** hereof, and which the Contractor **is** unable to cancel, provided however, **that** in no event **shall** the maximum amount payable under this paragraph exceed the total amount payable under Par. No. **3** hereof, less any amounts actually paid to the Contractor under that paragraph prior to notice of termination. Upon receipt of the notice of termination herein provided, the Contractor agrees to exercise all reasonable diligence to obtain the cancellation of any outstanding commitments which it has.

IN FITNESS **WHEREOF**, the **Government and** the Contractor have caused this agreement to be signed and sealed, intending to be legally bound thereby.

THE UNITED STATES OF AMERICA

Witnesses:

Cecil L. Covington

BY Irvin Stewart (SEAL)  
Executive Secretary, Office of  
Scientific Research and Development  
(Contracting Officer)

IOWA STATE COLLEGE

Harold V. Gaskill

BY Charles E. Friley (SEAL)

Document contains information affecting the national defense of the United States within the meaning of the Espionage Act, U. S. C. 50; 81 and 82. The transmission or revelation of its contents in any manner to an unauthorized person is prohibited by law.

Iowa State College OEMSR-433  
H-577-2

**SECRET**

Symbol No. E-68x

Contract No. OEMSR-433  
Supplement No. 3

MEMORANDUM OF SUPPLEMENTAL AGREEMENT made this 9th day of July, 1943 - - - effective as of the 1st day of May, 1943, between THE UNITED STATES OF AMERICA (hereinafter called "the Government"), represented by the Executive Secretary (hereinafter called "the Contracting Officer"), Office of Scientific Research and Development in the Office for Emergency Management, Executive Office of the President, and Iowa State College, Ames, Iowa (hereinafter called "the Contractor").

WHEREAS, the Contractor and the Government, represented by the Office of Scientific Research and Development, have entered into Contract No. OEMSR-433, as amended (hereinafter called "OSRD agreement"), which requires the Contractor to conduct certain studies and experimental investigations as therein specified, during the period commencing February 15, 1942, and ending June 30, 1943, on an "actual cost" basis as therein specified, in an amount not exceeding \$215,000.00; and

WHEREAS, the parties desire the Contractor to continue said OSRD work under a contract executed by the Contractor and the Government, represented by the War Department; and

WHEREAS, it is now feasible for OSRD to transfer control and supervision over said OSRD work to the War Department; and

WHEREAS, the Contractor and the Government, represented by OSRD, desire to terminate said OSRD agreement, except as hereinafter provided;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. Except as hereinafter provided, said OSRD agreement shall terminate as of May 1, 1943, at 12:01 A.M., C.W.T. (hereinafter called "said date").

ARTICLE 2. On or before June 1, 1943, the Contractor shall render to the Government, represented by the OSRD, an accounting, in accordance with the instructions of the Contracting Officer, of all unexpended property, (a) furnished by the Government under said OSRD agreement, or (b) for the cost of which the Contractor has been reimbursed under said OSRD agreement, as amended, or will claim reimbursement under this supplement, including, without limiting the generality of the foregoing, (i) all buildings constructed on land owned by the Contractor, and (ii) all alterations to buildings owned by the Contractor. Upon the acceptance of such an accounting by the Contracting Officer, all right, title, and interest in such property shall vest in the Government; Provided, That subsequent to said date and until the acceptance of such an accounting by the Contracting Officer, the Contractor shall retain the custody of such property for use in accordance with the directions of the War Department Contracting Officer under its contract with the Government, represented by the War Department, and during said period the Contractor shall be responsible for the loss of or damage to such property only if and so far as attributable to the willful misconduct or lack of good faith of an officer of the Contractor or of any

Changed to  
By Authority of OOC  
By J. L. Davis Date 8-29-43

other person having complete or substantially complete charge of the establishment wherein the work for the War Department is performed. Thereafter, the War Department shall represent the Government in controlling the use and disposition of such property.

ARTICLE 3. On or before June 1, 1943, the Contractor shall furnish to the Contracting Officer (a) the final reports of said OSRD work required under said OSRD agreement, and (b) disclosures of patentable discoveries and inventions made under said OSRD agreement.

ARTICLE 4. The Government shall indemnify the Contractor, from such funds as may be hereafter appropriated by Congress for such purpose, against loss or damage to persons (including settlements made with the written consent of the Contracting Officer) not compensated for by insurance or otherwise, arising from the work required under said OSRD agreement since July 1, 1942, in amounts found and certified by the Contracting Officer to be just and reasonable; Provided, That the Contractor shall give the Contracting Officer prompt notice of the institution of and permit the Contracting Officer at its election to control the defense of all law suits instituted against the Contractor with respect to losses or damages allegedly occurring in connection with such work required under said OSRD agreement.

ARTICLE 6. (a) The Government, represented by OSRD, shall reimburse the Contractor, upon the submission of public vouchers supplied by the Government and approved by the Contracting Officer, for the actual cost to the Contractor of its undertakings under said OSRD agreement or this supplement in an amount not exceeding One Hundred Sixty Five Thousand Dollars (\$165,000.00) a reduction of Fifty Thousand Dollars (\$50,000.00) from the maximum amount of Two Hundred Fifteen Thousand Dollars (\$215,000.00) specified in Par. No. 3 of said OSRD agreement. The Contracting Officer may withhold all or any part of the final reimbursement payment until receipt of the property accounting, final reports, and patent disclosures required under this supplement.

(b) Notwithstanding any other provision hereof, when and if actual costs in such maximum amount shall have been incurred or obligated hereunder, the Contractor shall not be required to incur or obligate further actual costs hereunder unless and until the Government shall first agree in writing to reimburse the Contractor therefor.

(c) "Actual cost" as used herein includes only the following:

- (1) The actual cost (as defined in Par. No. 3 of said OSRD agreement) to the Contractor of performing its obligations under said agreement prior to said date; Provided, That the Contractor shall seek reimbursement from the Government, represented by the War Department, for all such

costs which, although incurred or obligated prior to said date, involve articles or services not delivered to or performed for the Contractor prior to said date;

(8) Expenditures by the Contractor for preparing the accountings required under ARTICLE 2 hereof;

(9) Expenditures by the Contractor for preparing the final reports required under ARTICLE 3(a) hereof;

(4) Expenditures by the Contractor for preparing the disclosures required under ARTICLE 3 (b) hereof;

(5) Special expenditures by the Contractor subsequent to said date which are specifically certified by the Contracting Officer in writing to constitute part of the actual cost of its undertakings hereunder or under said OSRD agreement.

**ARTICLE 6.** The Government hereby retains all its rights with respect to discoveries and inventions made under said OSRD agreement.

**ARTICLE 7.** (a) During the continuance of the present unlimited National Emergency, the Contractor shall not disclose any information concerning said OSRD agreement or this supplement or obtained as a result of the performance of its undertakings hereunder or under said OSRD agreement to any person, except employees assigned to such work, without the written consent of the Contracting Officer or a duly authorized War Department representative. Subsequent to the termination of such Emergency, disclosure of such information shall be governed by the applicable laws and regulations governing the disclosure of classified information. Disclosure of such information to any person not entitled to receive it, or failure to safeguard all such classified matters within the Contractor's control, may subject the Contractor, its employees and subcontractors to criminal liability under the laws of the United States, including (i) 50 U.S.C. Chap. 4, (ii) 50 U.S.C., 45-45d, as supplemented by Executive Order 8381, dated March 22, 1940, and (iii) 35 U.S.C., 420.

(b) The Contractor shall not employ any alien on or permit any alien to have access to the work hereunder or any plans, specifications or records relating to its undertakings hereunder without the written consent of the Contracting Officer as to each such alien.

(0) The Contractor shall not employ or continue to employ any person, and shall exclude from the site of, any of the work hereunder any person or persons designated in writing by the Contracting Officer or his authorized representative for cause as undesirable to have access to such work.

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- 4 -

ARTICLE 8. (a) The Contractor warrants that it 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 the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by the Contractor 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.

(b) No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or 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.

(c) The Contractor shall not discriminate in any act performed hereunder against any person on the ground of race, creed, color or national origin, and shall include such provision in each subcontract.

ARTICLE 9. The term "Contracting Officer" as used herein refers to the present Contracting Officer and his successors in office.

IN WITNESS WHEREOF, the Government and the Contractor have caused this supplemental agreement to be signed and sealed, intending to be legally bound thereby.

Witnesses:

THE UNITED STATES OF AMERICA

~~Geoff L. Covington~~ BY Irwin Stewart (SEAL)  
Executive Secretary, Office of Scientific  
Research and Development  
(Contracting Officer)

IOWA STATE COLLEGE  
(Contractor)

Florence D. T. Marston BY Harold V. Gaskill (SEAL)  
Dean of Science  
Director of Research Projects - OSRD, War Dept.,  
Navy Dept.

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MEMORANDUM OF AGREEMENT made this 10th day of October 1942, effective as of the 15th day of Sept. 1942, between the University of Chicago, Chicago, Illinois (hereinafter called "the Contractor"), and Iowa State College, Ames, Iowa (hereinafter called "the Subcontractor").

WHEREAS, the Contractor has contracted with the UNITED STATES OF AMERICA, represented by the Office of Scientific Research and Development in the Office for Emergency Management, Executive Office of the President, under Contract No. OMSr-410, effective as of December 20, 1941, as amended by Supplement No. 1 thereto, to perform certain work as is therein specified; and

WHEREAS, the Contractor desires the Subcontractor to perform portions of said work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.(a) The Subcontractor shall, during the period commencing September 15, 1942 and ending December 31, 1942 (both dates inclusive), with the utmost secrecy and dispatch and in accordance with the instructions of the Contractor, furnish the necessary laboratory and production facilities and skilled technicians for the development and production of tube alloy metal.

(b) The Subcontractor shall permit an authorized representative of the Contractor to visit and inspect the work hereunder at all reasonable times, shall report the progress of such work from time to time as requested by the Contractor, and shall furnish a complete final report of its findings and conclusions upon completion of such work.

ARTICLE 2.(a) The Contractor shall reimburse the Subcontractor upon the submission of vouchers in form acceptable to the Government, certified by the Subcontractor and approved by the Contractor for the actual cost to the Subcontractor of performance of its undertakings hereunder in an amount not exceeding Fifty Thousand Dollars (\$50,000). The Subcontractor may submit such vouchers at monthly intervals for actual costs incurred and not previously reimbursed, except that the final reimbursement payment shall not be made until receipt of (1) the final report required by Article 1(a), and (11) the lists of articles required by Article 3.

(b) Notwithstanding the provisions of Article 1(a), when and if actual costs in such maximum amount shall have been incurred or obligated hereunder, the Subcontractor shall not be required to incur or obligate further actual costs hereunder unless and until the Contractor shall first agree in writing to reimburse the Subcontractor therefor.

(c) All vouchers submitted shall indicate, with respect to each class of items listed by the Subcontractor thereon, the particular subparagraph of paragraph (d) below, under which reimbursement is claimed,

shall be itemized as required by the Contractor, and shall be supported by the appropriate substantiating documents required by the Contractor, such as original itemized receipted invoices, original itemized receipted bills, original signed pay rolls, receipts from employees, or certified true copies thereof.

(d) "Actual cost" as used herein includes only the followings:

- (1) Expenditures by the Subcontractor for the salaries and wages of its employees for work required hereunder, plus Federal and State Social Security taxes payable by the employer with reference to such salaries and wages;
- (2) Expenditures by the Subcontractor for such materials, supplies, apparatus, equipment and other articles (including processing and testing thereof, and rental of apparatus and equipment from others) as are necessary for performance of the work required hereunder;
- (3) An allowance for overhead costs in the amount of fifty per cent (50%) of the total salaries and wages (but not taxes) reimbursable under subparagraph (1) hereof;
- (4) Expenditures by the Subcontractor necessary solely for performance of the work required hereunder for long distance telephone calls, telegrams, cablegrams, radiograms, postage, freight, express, and drayage;
- (5) Expenditures by the Subcontractor necessary for performance of the work required hereunder for the traveling expenses of persons directly engaged in such work, plus the actual subsistence expenses of such persons incurred during periods of travel or, at the Subcontractor's option, an allowance, not exceeding six dollars (\$6.00) per person for each calendar day (midnight to midnight) during a period of travel (or, for fractional parts of a calendar day,  $\frac{1}{2}$  of such amount for each 6-hour period or fraction thereof), in lieu of the actual subsistence expenses of such persons; Provided, That expenses for travel hereunder by motor vehicle other than common carrier shall be reimbursed on a mileage basis at a rate not exceeding five cents (5¢) per mile per vehicle, in lieu of the actual expenses of such travel;
- (6) Expenditures by the Subcontractor for premiums on insurance certified by the Contractor to constitute part of the actual cost of the work required hereunder;

(7) Expenditures by the Subcontractor, in an amount approved by the Contractor, for (4) the alteration of its property necessary for the performance of the work required under Article 1(a), and (41) the restoration of such property under Article 3(c).

ARTICLE 3. Upon the termination of the work required under Article 1(a), the Subcontractor shall (a) furnish to the Contractor within thirty (30) days two lists, itemized and substantiated as required by the Contractor, of all materials, supplies, apparatus, equipment, or other articles of personal property in which the Contractor has any interest hereunder which (list 1) have previously been delivered by the Subcontractor and (list 2) have not been expended or delivered hereunder, (b) deliver at the Contractor's expense when and as directed by the Contractor all such articles which have not been expended or delivered hereunder, and (c) promptly advise the Contractor whether it elects to have any premises on which alteration work has been done hereunder restored to substantially the same condition as prior to such work; if it elects such restoration, it shall retain all amounts reimbursed by the Contractor therefor and the Contractor shall pay it the net cost of such restoration; if it elects to retain the benefit of such alteration, it shall return to the Contractor the portion of such reimbursement determined by the Contractor to be fair and proper.

ARTICLE 4. Any non-expended materials, supplies, apparatus, equipment, or other articles, the disposition of which is governed by the provisions of Article 3 hereof, shall be held at the Subcontractor's risk during the term of this contract and any renewals thereof, and in the event of the loss, theft or destruction of all or any part of such materials, supplies, apparatus, equipment or other articles replacements shall be made promptly by the Subcontractor at its own expense, which replacements shall be subject to the same terms and conditions as the original materials, supplies, apparatus, equipment or other articles so replaced.

ARTICLE 5. It is understood and agreed that whenever any patentable discovery or invention is made by the Subcontractor or its employees in the course of the work called for in Article 1(a) hereof, the Executive Secretary of the Office of Scientific Research and Development shall have the sole power to determine whether or not 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 said Executive Secretary on such matters shall be accepted as final, and the Subcontractor, 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 said Executive Secretary. The Subcontractor agrees that it will include the provisions of this article in all contracts of employment with persons who do any part of the work called for in Article 1(a) hereof.

**ARTICLE 6.** The Subcontractor agrees never to disclose any information concerning this contract or obtained as a result of the work called for in Article 1(a) hereof to any person except employees assigned to such work without the written consent of the Contractor.

**ARTICLE 7.** The Subcontractor shall immediately submit a confidential report to the Contractor whenever for any cause it has reason to believe that there is an active danger of espionage or sabotage affecting any of the work hereunder.

**ARTICLE 8.** The Subcontractor shall not employ any alien on or permit any alien to have access to the plans, specifications, or work hereunder without the written consent of the Contractor as to each such alien.

**ARTICLE 9.** The Subcontractor, whenever requested by the Contractor, shall report to the Contractor the citizenship, country of birth, or alien status of any or all of its employees at the site of, or having access to, any of the work hereunder.

**ARTICLE 10.** The Subcontractor shall not employ or continue to employ on, and shall exclude from the site of, any of the work hereunder any person or persons designated by the Contractor for any cause as undesirable to have access to such work.

**ARTICLE 11.** The Subcontractor warrants that it 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 Contractor the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by the Subcontractor upon contracts of sale secured or made through bona fide established commercial or selling agencies maintained by the Subcontractor for the purpose of securing business.

**ARTICLE 12.** No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or 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 13.** The Subcontractor shall not discriminate in any act performed hereunder against any citizen on the ground of race, creed, color or national origin.

**ARTICLE 14.** The Contractor may at any time, notwithstanding the provisions of Article 1(a) hereof, give the Subcontractor thirty (30) days' notice in writing that the work hereunder shall terminate at a specified earlier date, and thereupon such work shall terminate on such earlier date. Upon receipt of such notice the Subcontractor shall exercise all reasonable

diligence to obtain the cancellation of any and all outstanding commitments, running beyond such earlier date which it may have made by reason of work hereunder, but the Contractor shall indemnify the Subcontractor against any loss upon outstanding commitments which it is unable to cancel; Provided, that in no event shall the total amount paid and payable under this Article and Article 2 exceed the maximum amount specified in Article 2.

IN WITNESS WHEREOF, the Contractor and the Subcontractor have caused this contract to be signed and sealed, intending to be legally bound thereby.

Witnesses:

THE UNIVERSITY OF CHICAGO

BY \_\_\_\_\_

(SEAL)

Business Manager  
IOWA STATE COLLEGE

BY \_\_\_\_\_

(SEAL)

~~SECRET~~

APPROPRIATION: Atomic Energy, Contract No. W-7405-eng-82  
Executive (Allotment  
to Atomic Energy  
Commission) 1947 and 1948

SUPPLEMENTAL AGREEMENT NO. 6

CONTRACTOR: Iowa State College  
Ames, Iowa

SUPPLEMENTAL AGREEMENT FOR: Furnishing of consultant services in  
connection with the architectural and  
mechanical design of a new Government-  
owned building, and providing for lease  
for said building, and performing certain  
applied research and pilot plant pro-  
duction work.

ESTIMATED AMOUNT: \$1,115,000.00

PAYMENT TO BE MADE BY: Asst. Disbursing Officer, Treasury  
Department, Oak Ridge, Tennessee

The supplies and services to be obtained by this instrument  
are authorized by, and for the purposes set forth in, and are charge-  
able to the following procurement authority, the available balances of  
which are sufficient to cover the cost of the same;

89-112/70010

Classification Cancelled

Changed to \_\_\_\_\_  
By Authority of DEC  
By Ted Davis Date 8-29-85

CERTIFIED A TRUE COPY

BY William Nelson

~~SECRET~~

Contract No. W-7405-eng-82  
Modification No. 6

~~SECRET~~  
SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this <sup>5<sup>th</sup></sup> day of <sup>June</sup> 1947, effective as of 1 March 1947, by and between THE UNITED STATES OF AMERICA, (hereinafter called the "Government"), and IOWA STATE COLLEGE, an educational institution of Ames, Iowa, (hereinafter called the "Contractor"),

WITNESSETH THAT:

WHEREAS, on the 24th day of March 1945, effective as of the 1st day of May 1943, the parties hereto entered into Contract No. W-7405-eng-82 for conducting certain studies and experimental investigations; and

WHEREAS, said contract has been previously modified by Modifications Nos. 1 to 5 inclusive; and

WHEREAS, the Government desires that the Contractor perform certain applied research and pilot plant production work and render certain services in connection with the design and construction of a new building to be furnished by the Government hereunder; and

WHEREAS, the Government desires to transfer certain Government-owned property now being utilized by the Contractor under Contract No. W-7405-eng-7 to this contract, and provide for the disposition thereof; and

WHEREAS, said contract was transferred to the United States Atomic Energy Commission (hereinafter called the "Commission") by Executive Order No. 9816, dated December 31, 1946; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1946 and Executive Order No. 9816, dated December 31, 1946, in the interest of the common defense and security;

NOW, THEREFORE, the said contract, as previously modified, is hereby further modified in the following particulars, but in no others:

1. ARTICLE I - SCOPE OF WORK is revised as follows:

a. Add the following to the first sentence of the article: "and perform certain applied research, and pilot plant production work."

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contract No. W-7405-eng-82  
Modification No. 6

b. Number the present first paragraph "1", the present second paragraph "2", and add the following new paragraphs:

"3. The Contractor shall furnish consultant services in connection with the architectural and mechanical design of a new Government-owned building to be erected by the Government and shall check plans and specifications for said new building to assure that all intended features of said non building are adequately provided for."

"4. The Contractor shall perform the following services in connection with construction of the Government-owned building to be provided by the Government:

(1) Make such topographical and other surveys and maps as necessary; make the necessary test borings and other subsurface investigations required by the Commission. This provision is not to be deemed to require the Contractor to make real estate surveys.

(2) Establish a permanently monumented base line, with elevations, tied into the North American Datum.

(3) Furnish all governing lines, bench marks and grades essential to the construction of the project,

(4) Furnish a Resident Engineer and staff of assistants and other personnel as required by the Commission to supervise the construction to assure that every part of the work is done in accordance with the approved drawings and specifications and within the areas and boundaries designated for the project.

(5) Prepare, with the assistance of the constructor, labor estimates showing the approximate numbers, trades and dates required to meet the approved construction schedule.

(6) Prepare weekly progress reports in approved form showing the progress of the construction work and any deviation from the approved construction schedule."

2. ARTICLE II - TERM OF THE CONTRACT. -- Delete the text thereof and substitute the following therefor:

"The term of the contract shall be for the period commencing 1 May 1943 and ending 30 June 1946, provided, however, that the Government shall have the option, upon 30 days' notice in writing to the Contractor prior to 30 June 1948, to extend the effective term of the contract for an additional period or periods, not,

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Contract No. W-7405-eng-82  
 Modification No. 6

however, to extend beyond 30 June 1949 unless mutually agreed to by the parties hereto. Upon expiration of the term of the contract, as same may have been extended, or upon prior termination, the Contractor shall be free to discontinue all work under this contract except the work provided for in Article VII (unless said work shall be expressly terminated), and settlement shall be promptly made thereafter in accordance with the terms set forth in Article III."

3. ARTICLE VII - PROPERTY FURNISHED BY GOVERNMENT. --

(a) Number the present first paragraph "1" and add the following new paragraphs:

"2. It is agreed that the Government will provide a Government-owned building, referred to in Article I, for the use of the Contractor in performing work covered by this contract. It is further agreed that the Contractor will grant to the Government a ninety-nine (99) year lease on the property on which the building will be situated, such lease to be covered by a separate agreement between the Contractor and the Government and to be subject to the approval of the Executive Council of the State of Iowa. The Government and its agents and representatives, and such others as the Commission may approve shall have the right of free ingress and egress to and from all parts of the leased property for the duration of the lease. In the event the lease above described is not approved by the Executive Council of the State of Iowa and executed by May 1, 1947, the Government shall be under no obligation to furnish said Government-owned building. In the event the Government fails to begin the erection of said Government-owned building by 1 March 1950, the lease herein provided for shall terminate."

"3. During the term of this contract, as same may be extended, or any other period during which said Government-owned building is being used by the Government or by others under arrangement with the Government, the Contractor shall furnish all necessary utilities for the proper operation of said Government-owned building and shall maintain same in good repair, as directed by the Commission. Upon receipt of written notice by the Commission that said Government-owned building is no longer required by the Government, the Contractor shall maintain same in a standby status, as directed by the Commission, until such time as said Government-owned building is purchased by the Contractor, leased or sold to a third party, or removed by the Government, or until such time as the Contractor is notified in writing by the Commission that such maintenance in a standby status is no longer required. The Contractor shall be reimbursed for all cost, of performance under this paragraph, subject to the availability of appropriations for the purpose. Said maintenance by the Contractor

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Contract No. W-7405-eng-82  
Modification No. 6

in standby status shall be subject to availability of appropriations to the Contractor.

"4. Upon expiration of the term of this contract, as same may have been extended, or upon prior termination, the Government may continue to use said Government-owned building for the performance of work by Government employees or by others; provided, however, that said building will not be put to a use by the Government or by others authorized by the Government which creates or constitutes a nuisance or prejudices the operation of state educational facilities adjacent thereto. Upon receipt of written notice from the Commission that said building is no longer required by the Government, the Contractor shall have, for a period of one hundred and eighty days from the date of receipt thereof, the exclusive option to purchase all the right, title, and interest in and to said building for such reasonable amount as may be mutually agreed upon by the parties hereto. In the event the Contractor elects to exercise said option, it agrees to serve written notice thereof upon the Commission within said period of time. In the event the Contractor fails to exercise its option as provided for herein/the Government may otherwise dispose of the building by sale, lease, removal, or otherwise; provided, however, that the sale or lease of the building by the Government to a third party will be subject to the approval of the Contractor insofar as the intended use of the building by the prospective purchaser or lessee is concerned."

(b). Delete the last sentence of paragraph 1 and substitute therefor the following:

"In addition to the property listed in Exhibit "A", the Government may, from time to time, furnish the Contractor materials, supplies, apparatus, equipment, or other property, including property heretofore furnished the Contractor under Contract No. W-7405-eng-7, for use in the performance of the subject work and such property shall be used by the Contractor only for the purposes approved by the Commission."

4. ARTICLE IX - COST OF WORK is revised as follows:

a. In lines 4 and 5 of sub-paragraph 1 m., delete "paragraphs a and g above", and substitute "paragraphs a, g, and s hereof."

b. Add the following sub-paragraph to paragraph 1:

"s. Costs incurred by the Contractor in the performance of the work and services specified in Article. VII."

c. In paragraph 4, delete "One Million Seven Hundred Twenty-Five Thousand Dollars (\$1,725,000.00)", and substitute therefor "Two Million Eight hundred Forty Thousand Dollars (\$2,840,000.00)".

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Contract No. W-7405-eng-82  
Modification No. 6

5. ARTICLE X - DISPOSITION OF PERSONAL PROPERTY, is revised as follows:

a. After "Contract No. OELsr-433" in lines 8 and 9 add "or Contract No. W-7405-eng-7".

b. In lines 19 and 20 delete "that the further prosecution of the war renders such action inadvisable" and substitute therefor "that such action is inadvisable".

6. ARTICLE: XI - DISPOSITION OF PREMISES ALTERED OR CONSTRUCTION, in the fourth line after "or under Contract No. OELsr-433" add "or Contract No. W-7405-eng-7".

7. ARTICLE IV - INSPECTION is revised as follows:

a. Delete the title "Inspection" and substitute therefor the title "INSPECTIONS AND REPORTS".

b. Number the present text as paragraph "1".

c. Add the following new paragraph:

"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".

8. ARTICLE V - SUBCONTRACTS - Delete the first two sentences and substitute therefor the following:

"The Contractor shall not subcontract any part of the work it is obligated to perform under this contract, except as authorized in writing by the Commission."

9. ARTICLE XIII - PATENTS is revised as follows:

a. Delete the present paragraph (d).

b. Add the following new paragraphs:

"(d) Without waiving the 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 said Act shall be asserted by the Contractor 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."

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"(e) The Contmctor will insert appropriate provisions to effectuate the purposes described in paragraph (d) of this Article in contracts with its employees and subcontractors."

10. ARTICLE XV - DISCLOSURE OF INFORMATION - Add the following new paragraphs:

"(f) The Contractor agrees to conform to all security regulations and requirements of the United States Atomic Energy Commission. Except as the Commission may authorize, in accordance with Section 10 (b) (5) (B) of the Atomic Energy Act of 1946, the Contmctor 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."

"(g) The Contractor will insert in all subcontracts under this contract provisions similar to the text of paragraphs (a) (b), (d), (e) and (f) of this Article."

11. ARTICLE XVIII - DISPUTES - Delete the text of this Article and substitute therefor the following:

"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 hereunder, who shall reduce his decision to writing and mail a copy thereof to the Contractor at its address shown herein. Within 30 days from said mailing the Contractor may appeal in writing to the Commission, whose written decision or that of another designated representative or representative or representatives (other than the representative mentioned in the preceding sentence) thereon shall be final and conclusive. Pending decision of a dispute hereunder, the Contractor shall diligently proceed with the performance of this contract."

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12. ARTICLE XXV - DEFINITIONS - Add the following new

paragraph:

"Effective January 1, 1947, wherever the terms 'War Department' and 'Contracting Officer' appear in this contract there shall be deemed substituted therefor the term 'United States Atomic Energy Commission, or its duly authorized representative or representatives'".

13. ARTICLE XXVI - ALTERATIONS is revised as follows:

a. Delete the title "Alterations" and substitute therefor the new title "SAFETY AND ACCIDENT PREVENTION."

b. Delete the text and substitute therefor the following new text:

"The Contractor shall take all reasonable steps and all precautions to protect health and to minimize danger from all hazards to life and property, and shall make all reports and permit all inspections provided for in safety regulations or requirements prescribed by the Commission from time to time. In the event the Contractor fails to comply with said regulations or requirements the Commission, without prejudice to any other rights of the Government, may 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 Commission."

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

THE UNITED STATES OF AMERICA

By: UNITED STATES ATOMIC ENERGY COMMISSION

/s/ Walter J. Williams  
Contracting Officer

IOWA STATE COLLEGE

By /s/ Harold V. Gaskill  
Dean, Division of Science;  
Director, Research Projects--OSRD; War  
Department; Navy Department

WITNESSES:

/s/ J. A. Greenlee  
307 Ash Avenue  
Ames, Iowa  
(Address)

/s/ Mae E. Reynolds  
2711 Lincoln Way  
Ames, Iowa  
(Address)

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~~SECRET~~THIS DOCUMENT CONSISTS OF 4 PAGES  
NO. 10 OF 18 SERIES AContract No. W-7405-eng-32  
Modification No. 7SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 26th day of August, 1947, effective as of July 22, 1947, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), and IOWA STATE COLLEGE, an educational institution of Ames, Iowa, (hereinafter called the "Contractor"),

WITNESSETH THAT:

WHEREAS, on the 24th day of March, 1943, effective as of the 1st day of May, 1943, the parties entered into Contract No. W-7405-eng-32 for conducting certain studies and experimental investigations; and

WHEREAS, said contract has been previously modified by Modifications Nos. 1 to 6 inclusive; and

WHEREAS, the Government desires that the Contractor render certain additional services in connection with the work under this contract; and

WHEREAS, this Supplemental Agreement is authorized by and executed under the Atomic Energy Act of 1946 and Executive Order No. 9816, dated December 31, 1946, in the interest of the common defense and security;

NOW, THEREFORE, said contract as previously modified is hereby further modified in the following particulars but in no others:

1. Add the following provisions to paragraph 4 of Article I:

"(7) Construct extensions from Contractor-owned utility distribution facilities to the site of the Government-owned building, and connect said extensions to utility outlets from the Government-owned building, at such times and to such extent as the Commission deems necessary.

"(8) Construct such walks and drives, and perform such fine grading, sodding, seeding, planting, and other work, on the property leased in connection with the Government-owned building, as the Commission may require.

"(9) Procure and/or install such laboratory, process, office and other equipment, materials and/or supplies for the Government-owned building, as the Commission may direct or approve.

"(10) Perform such miscellaneous construction and other work, to assure temporary facilities, as the Commission may require from time to time."

**Classification Cancelled**

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By Authority Of OOC

By Ed Davis Date 8-29-85

CERTIFIED A TRUE COPY

BY Miriam Johnson

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2. Add the following new paragraph to Article I:

"5. The Contractor shall remove from the property leased in connection with the Government-owned building the two home management buildings, known as 'Gertrude Coburn' and 'Isabel Levier', owned by the Contractor. Said removal shall be completed on or before September 10, 1947, or such later date as the Commission, in its discretion, may specify. In full consideration for the Contractor's undertaking under this paragraph 5, the Commission shall pay the Contractor the lump-sum of \$25,000.00, it being expressly understood that Article XI, Sub-division (a) of Article XIV, paragraph 3 of Article IX, and other provisions of this contract relative to reimbursement to the Contractor for cost incurred thereunder, shall not apply to the Contractor's undertaking under this paragraph 5. It is further provided, anything in this contract to the contrary notwithstanding, that the Contractor shall perform the work under this paragraph 5 at its own risk and shall save the Government harmless from any and all claims, whatsoever, founded upon or in connection with any act, or failure to act, by the Contractor, its officers, employees, agents, or independent contractors, relative to the Contractor's undertaking under this paragraph 5".

3. Add the following clause at the end of Article VI:

"or (v) performing any work or purchasing any materials, supplies or equipment, at a cost exceeding \$500.00 in amount for each item, in connection with improvement of the leased property or construction of the Government-owned building."

4. In the sixth line of paragraph 3 of Article VII, delete the word "same" and substitute therefor the phrase "said utilities (including extensions from Contractor-owned utility distribution facilities that are connected to the Government-owned building), the Government-owned building, and the equipment and facilities therein and appurtenances thereof", and the leased property".

5. Immediately following the end of the first sentence in paragraph 3 of Article VII, add the following sentence: "For purposes of paragraphs 3 and 4 of this Article, all parts of extensions from Contractor-owned utility distribution facilities that are connected to the Government-owned building, which are situated on the leased property, shall be considered part of the Government-owned building."

6. In paragraph 4 of Article IX, delete "Two Million Eight Hundred Forty Thousand Dollars (\$2,840,000.00)", and substitute therefor "Three Million Seventy-Six Thousand Seven Hundred Dollars (\$3,076,700.00)".

7. Delete the text of Article X, and substitute therefor the following:

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"It is recognized that property (including without limitation machine tool and processing equipment, manufacturing aids, raw, manufactured, scrap end waste materials), title to which is or may hereafter become vested in the Government, is being or will be used by, or is or will be in the care, custody or possession of the Contractor in connection with the performance of this contract. With the approval in writing of the Commission (whether such approval is given prior to or after the giving of a notice of termination of this contract), 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; PROVIDED, HOWEVER, that the Contractor shall have the option to purchase any item of Government-owned personal property which is being or will be used by, or is or will be in the care, custody and possession of the Contractor in connection with the performance of this contract, and the disposal of which is approved by the Commission, at a price mutually agreed upon for such item, which price shall not in any event be less than the highest bona fide bid to the Government by any third party; each period during which the Contractor may exercise such option shall commence on the date of notice to it that a respective item of Government-owned personal property is approved by the Commission for disposal and shall expire at the end of the 30th calendar day next following the date of said notice, it being understood, however, that the Contractor, within a period of 10 calendar days next following the receipt of notice by it from the Commission of the amount of the bona fide bid aforementioned, may withdraw from the arrangement being consummated as a result of the exercise of its option without incurring liability of any sort to the Government by reason thereof. The proceeds of any such transfer or disposal 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."

8. Delete the present title of Article VII and substitute therefor the following, title "GOVERNMENT PROPERTY". Add the following at the end of Paragraph 1 of Article VII:

"Title to all materials, tools, machinery, equipment and supplies for which the Contractor shall be entitled to reimbursement under this contract shall vest in the Government at such point or points as the Commission may designate in writing without prejudice to the Commission's right of final inspection and acceptance or rejection thereof."

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Contract No. W-7405-eng-82  
Modification No. 7

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By: UNITED STATES ATOMIC ENERGY COMMISSION

~~/s/ R. W. Cook~~  
~~(XXXXXXXXXXXXXX)~~

Deputy Manager  
Oak Ridge Directed Operations  
IOWA STATE COLLEGE

WITNESSES:

/ Mae Reynolds Foster  
07 Lincoln Way  
t. 201  
mes. Iowa  
(Address)

By: /s/ Harold V. Gaskill

/ Carmaleta F. Randolph  
1 State Avenue  
mes. Iowa  
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