

Release

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SUBCONTRACT NO. S-59
under AT-30-1-1156

NORTH CAROLINA STATE COLLEGE

RETURN TO CONTRACT FILES

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This document consists of
12 pages and is copy No.
4 of 12 copies

Subcontract No. 6-59

Subcontractor & Address

North Carolina State College
Raleigh, North Carolina

Subcontract For

Development work on Thermal
Conductivity and Diffusivity of
Granular Materials.

Payment to be made by

National Lead Company of Ohio
P. O. Box 158
Mt. Healthy Station
Cincinnati 31, Ohio

THIS SUBCONTRACT, entered into this 7th day of January, 1954, effective as of the 1st day of December, 1953, by and between the National Lead Company of Ohio, a corporation organized and existing under the laws of the State of Ohio, with offices at Fernald, Ohio, and mailing address at P.O. Box 158, Mt. Healthy Station, Cincinnati 31, Ohio, (hereinafter referred to as the "Contractor"), and **North Carolina State College** doing business as **School** in the State of **North Carolina** with offices located at **Raleigh, North Carolina** (hereinafter referred to as the "Subcontractor").

WITNESSETH THAT:

WHEREAS, the Contractor has heretofore, to wit, on the 27th day of June, 1951, effective as of the 1st day of May, 1951, entered into Contract No. AT(30-1)-1156 (which contract including the amendments thereto, shall hereinafter be called the "Principal Contract"), with the United States of America (hereinafter referred to as the "Government") and represented by the United States Atomic Energy Commission (hereinafter referred to as the "Commission" and who may be represented by a person or persons referred to as the "Contracting Officer") for the performance by the Contractor of work and services; and

WHEREAS, the Commission and the Contractor have agreed that the following services which the Subcontractor has agreed to perform are required by the Contractor in its performance of the principal contract;

NOW, THEREFORE, the Contractor and Subcontractor do mutually agree as follows:

Article I Term of this Agreement

The term of this subcontract shall be from December 1, 1953 to and including June 30, 1954.

Article II Scope of Work

1. The Subcontractor shall perform investigative research within the scope of the work and services set forth in the Subcontractor's "Confidential" document entitled, "A Proposal to The National Lead Company of Ohio concerning the Measurement of the Thermal Properties of Certain Granular Materials", prepared by K. O. Beatty, Jr., Professor of Chemical Engineering, Department of Engineering Research, North Carolina State College, Raleigh, North Carolina, dated October 22, 1953.

Article III Consideration

1. For services, as specified in Article II, the Contractor shall pay to the Subcontractor the sum of \$7,779.21.
2. The Subcontractor shall be paid, upon the submission of its invoices, ninety percent (90%) of the lump sum amount provided for in paragraph 1 above, in monthly installments in amounts based upon the proportion of the work and services estimated by the Subcontractor and agreed to by the Contractor as being completed during the monthly period. The balance of the aforementioned lump sum amount shall be paid by the Contractor on receipt of Subcontractors final invoice, provided, however;
 - (a) The work and services under this subcontract are accepted by the Contractor as being satisfactorily completed, and
 - (b) The Subcontractor has duly executed a release of all claims under this subcontract.

Article IV Supervision

It is understood by the parties hereto that the Subcontractor will prosecute the work described herein under the direction of the Contractor's Technical Director or his authorized representative. The Subcontractor shall not at any one time be subject to direction by more than one representative in addition to direction by the Technical Director.

Article V Termination

This subcontract may be terminated by either of the parties hereto upon sixty (60) days prior written notice by one of the parties to the other.

ARTICLE VI - Additional Stipulations

1-APPROVAL

This subcontract shall be subject to the written approval of the Commission and shall not be binding unless so approved.

2-SUBCONTRACT NOT BINDING ON GOVERNMENT

It is expressly understood by and between the Contractor and the Subcontractor that this subcontract in no way binds or purports to bind the United States Government, the Commission or their officers.

3-ASSIGNMENT OF RIGHTS HEREUNDER

Neither this subcontract nor any interest or claim thereunder shall be assigned or transferred by the Subcontractor to any party or parties, without prior written approval of the Contractor and the Commission. It is understood and agreed that this subcontract may be assigned by the Contractor to the Government.

4-SUB-SUBCONTRACTS

The Subcontractor shall not sub-subcontract any part of the work it is obligated to perform under this subcontract except as authorized in writing by the Contractor with the approval of the Commission.

5-OFFICIALS NOT TO BENEFIT

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

6-COVENANT AGAINST CONTINGENT FEES

The Subcontractors warrant that they have not employed any person to solicit or secure this subcontract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contractor, with the approval of the Government, the right to annul the subcontract, or, in its discretion, to deduct from the subcontract price or consideration, the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by the Subcontractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Subcontractors for the purpose of securing business.

7-ANTI-DISCRIMINATION

The Subcontractor, in performing the work required by this subcontract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

8-DISPUTES

Except as otherwise specifically provided in this subcontract all disputes between the parties which may arise under, or in connection with, any part of this subcontract, prior to final payment, 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 undertakings hereunder, who shall reduce his decision to writing and mail a copy of said decision to the Subcontractor; said decision shall be final and conclusive on the parties hereto, subject to the right of the Subcontractor to appeal, as provided for in the sentence next following. Within thirty (30) days from the mailing of said decision, the Subcontractor may appeal, in writing, to the Commission, whose written decision thereon, or that of its duly authorized representative, representatives, or Board (but not including the Commission representative mentioned in the first sentence of this Article), duly authorized to determine such an appeal, shall be final and conclusive on the parties hereto. If any such dispute arises during performance by the Subcontractor of its undertakings hereunder, the Subcontractor shall diligently proceed with the performance of its undertakings under this subcontract, pending the decision of such dispute.

9-DISCLOSURE OF INFORMATION

(a) It is understood that unauthorized disclosure of any, or failure to safeguard all, material marked as "Security Information" that may come to the Subcontractor, or any person under its control, in connection with the work under this subcontract may subject the Subcontractor, its agents, and employees to criminal liability under the laws of the United States. See the Atomic Energy Act of 1946, 60 Stat. 755, as amended, Title 42 United States Code, Sec. 1801 et. seq. See also Title 18, United States Code, Secs. 791 to 798, both inclusive, and Executive Order No. 10, 104, February 1, 1950, 15 F.R. 597.

(b) The Subcontractor agrees to conform to all security regulations and requirements of the Commission. Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1946, as amended, the Subcontractor shall not permit any individual to have access to restricted data until the designated investigating agency shall have made an investigation and report to the Commission on the character, associations, and loyalty of such individual, and the Commission shall have determined that permitting such person to have access to restricted data will not endanger the common defense or security. As used in this paragraph the term "designated investigating agency" means the United States Civil Service Commission or the Federal Bureau of Investigation, or both, as determined pursuant to the provisions of the Atomic Energy Act of 1946, as amended by the Act of April 5, 1952, Public Law 298, 82d Congress,

66 Stat. 43. 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.

(c) Except as otherwise authorized in writing by the Contractor, the Subcontractor shall insert in all agreements, made pursuant to the provisions of this subcontract which may involve security information, the provisions of paragraphs 1 and 2 of this Article.

10-CONVICT LABOR

In connection with the performance of this subcontract, the Subcontractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This provision shall not be construed to prevent the Subcontractor from obtaining any of the supplies of any component parts or ingredients to be furnished under this subcontract or any of the materials or supplies to be used in connection with the performance of this subcontract, directly or indirectly, from any Federal, State, or Territorial prison or prison industry, provided that such articles, materials or supplies are not produced pursuant to any contract or other arrangements under which prison labor is hired or employed or used by any private person, firm, or corporation.

11-RELEASE

The Subcontractor shall hold and save the Government and the Contractor, their officers, agents and employees, harmless from liability of any nature or kind, for or on account of any claim for damages to Subcontractor's property or injury or death to personnel of the Subcontractor which may be filed or asserted as a result of the services performed under this Subcontract.

12-USE OF DOMESTIC ARTICLES

Unless the Commission shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, the Subcontractor shall use, in the performance of the work, only such unmanufactured articles, materials and supplies as have been mined or produced in the United States, and only such manufactured articles, materials or supplies as have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced or manufactured, as the case may be, in the United States. The provisions of this paragraph shall not apply if the articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured are not mined, produced or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of satisfactory quality.

13-RENEGOTIATION

This subcontract is deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951.

- (a) The Subcontractor agrees to insert provisions of the same effect as those of this Section including this subparagraph (a), in all subcontracts specified in Section 103 (g) of the Renegotiation Act of 1951; provided, that the Subcontractor shall not be required to make such insertion in any subcontract exempted by or pursuant to Section 106 of the Renegotiation Act of 1951

14-DELAYS-DAMAGES

If the Subcontractor refuses or fails to prosecute the work, or any separable part thereof, with diligence, the Contractor may, by written notice to the Subcontractor terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the Contractor may take over the work and prosecute the same to completion, by contract or otherwise, and the Subcontractor and its sureties (if any) shall be liable to the Contractor for any excess cost occasioned the Contractor thereby. It is understood however, that the right of the Subcontractor to proceed shall not be terminated because of any delay in the completion of the work due to causes beyond the reasonable control and without the fault or negligence of the Subcontractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of another contractor in the performance of a contract with the Contractor or the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays, of Sub-subcontractors due to such causes if the Subcontractor shall within ten (10) days from the beginning of any such delay (unless the Contractor with the approval of the Commission shall grant a further period of time) notify the Contractor in writing of the causes of delay. The Contractor shall ascertain the facts and the extent of the delay and may extend the time for completing the work when in its judgment the findings of fact justify such an extension and the Commission approves such action by the Contractor. The Contractor's decision and its approval by the Commission shall be final and conclusive on the parties hereto.

15-TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The Contractor reserves the right, at the direction of the Commission, to terminate this subcontract for the convenience of the Government, in whole or in part. If the subcontract is so terminated, the Contractor shall make an equitable adjustment in the subcontract price to compensate the Subcontractor for all reasonable costs incurred by it in connection with this subcontract, plus a reasonable profit with respect to all completed

work; provided, however, that payments hereunder shall in no event exceed the sum set forth in Article I hereof, as amended. If the Subcontractor does not agree to the price so determined, it shall have the right to appeal as provided in the Article of this subcontract entitled "DISPUTES".

(b) Upon payment to the Subcontractor as aforesaid, title to all equipment, materials, scrap, wastage, work-in-process, finished products, plans, drawings, specifications, information and other things for which the Subcontractor is paid, shall vest in the Government, (if title has not already been vested in the Contractor or the Government).

16-ACCESS TO RECORDS

The Subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to this subcontract.

17-INSPECTION AND REPORTS

1. The Contractor shall have the right to inspect in such manner and at such times as it deems appropriate all activities of the Subcontractor arising in the course of the work under this subcontract. The Commission shall have a similar right of inspection.
2. The Subcontractor shall make such reports to the Contractor with respect to the Subcontractor's activities under this subcontract, as the Contractor may require from time to time.

18-GOVERNMENT PROPERTY

1. It is recognized by the parties hereto that all materials furnished by the Contractor to the Subcontractor will be, and shall remain, the property of the Government. Such property of the Government is hereinafter, in this subcontract, referred to as "Government Property" and, with respect thereto, the Subcontractor shall:
 - a. Use the same only in the performance of its undertakings under this subcontract;
 - b. Maintain at all times, and in a manner satisfactory to the

Contractor and/or the Commission, records showing the receipt, use and disposition of such property and, upon request of the Contractor and/or the Commission, furnish copies of any such records and permit the Government to inspect the Subcontractors original records;

- c. To the extent practicable and required by the Contractor and/or the Commission, cause such property, to be plainly identified as Government property held for the purposes and uses of this Subcontract;
 - d. Maintain safeguards against, and exercise due care to prevent, any loss, destruction or contamination of or damage to such property while it is in the possession of the Subcontractor.
- 2.
- a. The Subcontractor shall not be liable for loss or destruction of or damage to the Government property unless such loss, destruction, or damage results from (i) willful misconduct or failure to exercise good faith on the part of the Subcontractor's corporate officers or of the Subcontractor's employees having supervision or direction of the scope of the work of this subcontract, or (ii) from failure of the Subcontractor to comply with the terms of this agreement.
 - b. The Subcontractor shall promptly notify the Contractor and/or the Commission of any loss or destruction of or damage to Government property, but not of any actual or deemed consumption of same in performance of its contract undertakings. Upon the happening of loss or destruction of or damage to Government property as to which the Subcontractor is obligated to notify the Contractor or the Commission, it shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and promptly furnish to the Contractor or the Commission a statement of (i) the lost, destroyed, and damaged Government property, and (ii) the time and origin of the loss, destruction or damage .
 - c. The Subcontractor shall do nothing to prejudice the Government's rights to recover against another or others from any loss or destruction of or damage to Government property.
 - d. The Government shall at all reasonable times have access to the premises where any Government property is located.

19-SAFETY AND ACCIDENT PREVENTION

The Subcontractor agrees to conform to all health and safety regulations and requirements of the Commission and the Contractor. The Subcontractor shall take all reasonable steps and precautions to protect health and minimize danger from all hazards to life and property, and shall make all reports and permit all inspections as provided in such regulations or requirements.

20-DRAWINGS AND OTHER DATA

1. All drawings, designs, specifications, data and other memoranda of record value, and all test results, prepared by, or otherwise under the control of the Subcontractor, in connection with the performance of the work hereunder, shall be and remain the property of the Government, and the Contractor and the Government shall have the right to use such drawings, designs, specifications, data, memoranda, and test results in any manner without any claims on the part of the Subcontractor for additional compensation.
2. All such drawings, designs, specifications, data, memoranda and test results shall be delivered to the Contractor at any time at its request.

21-PATENTS

1. Whenever any invention or discovery is made or conceived by the Subcontractor or its employees in the course of any of the work under this subcontract, the Subcontractor shall furnish the Contractor and/or the Commission with complete information thereon and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and rights under any application or patent that may result. The judgment of the Commission on these matters shall be accepted as final; and the 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 Commission.
2. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1946 shall be asserted by the Subcontractor or its employees with respect to any invention or discovery made or conceived in the course of any of the work under this subcontract.
3. Except as otherwise authorized in writing by the Contractor or the Commission, the subcontractor will obtain patent agreements to

effectuate the purposes of paragraphs 1 and 2 of this article from all persons who perform any part of the work under this subcontract, except such clerical and manual labor personnel as will not have access to technical data.

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

22-SUPERSEDES PREVIOUS AGREEMENTS

This subcontract merges and supersedes any existing agreements previously entered into by the parties hereto in conjunction with the scope of the work contained herein.

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

NATIONAL LEAD COMPANY OF OHIO

by Malte Eickman

Title Assistant Treasurer

Witness as to execution
in behalf of Contractor

W.J. Gammann
Antioch, Ohio
Address

NORTH CAROLINA STATE COLLEGE

by J. Vann

Title ASSISTANT CONTROLLER
AND BUSINESS MANAGER

Witness as to execution
in behalf of Subcontractor

June Anderson
Raleigh, N.C.
Address

APPROVAL is hereby given to the above Subcontract
THE UNITED STATES OF AMERICA
by United States Atomic Energy Commission

by Walter W. Cannon
Contracting Officer

Letter Subcontract # S-59

Dated: December 1, 1953

Under Prime Contract AT(30-1)-1156

TO: North Carolina State College
Raleigh, North Carolina

Attention: Mr. N. W. Conner

Gentlemen:

1. This letter, subject to your written acceptance and the approval of the Atomic Energy Commission (hereinafter called the "Commission"), sets forth the initial agreement between the National Lead Company of Ohio (hereinafter referred to as the "Contractor") and North Carolina State College (hereinafter referred to as the "Subcontractor"), in anticipation of a definitive subcontract under which the Subcontractor shall perform the work, which involves

Investigate research within the scope of the work and services set forth in the Subcontractor's "confidential" document entitled, "A Proposal to The National Lead Company of Ohio concerning The Measurement of the Thermal Properties of Certain Granular Materials", prepared by K.O. Beatty, Jr., Professor of Chemical Engineering, Department of Engineering Research, North Carolina State College, Raleigh, North Carolina, dated October 22, 1953.

2. This letter subcontract is being entered into by the Contractor under its prime contract No. AT(30-1)-1156 with the Commission. Pending the execution of a definitive subcontract referred to in paragraph 1 above, the subcontractor shall enter upon and continue performance of the work outlined above, to the extent requested by the Contractor from time to time.

3. All applicable articles and provisions required by law, regulation or executive order to be included in subcontracts under government prime contracts for the type of work described in paragraph 1 above are incorporated herein by reference.

4. Negotiations have been undertaken and will be continued for the execution of a definitive subcontract which will supersede this letter subcontract. It will include all provisions and articles mentioned in paragraph 3 hereof and such other detailed terms and conditions as the parties agree upon and the Commission approves which may or may not be at variance with this letter subcontract.

5. Pending the execution of said definitive subcontract:

(a) The subcontractor's expenditures, purchase orders, sub-subcontracts or other commitments in its performance hereunder shall not exceed \$5,000.00 in the aggregate.

(b) Payments, not in excess of the subcontractor's actual expenses in such performance, may be made from time to time by the contractor to the subcontractor with the approval of the Commission.

6. (a) In case said definitive subcontract is not executed by December 30, 1953, (or any subsequent date mutually agreed upon and approved by the Commission), this letter subcontract will terminate on the stated date or such subsequent date, as the case may be.

(b) The contractor, at the request of the Commission, may, by written notice at any time, terminate this letter subcontract for the convenience of the government.

(c) In the event of termination pursuant to either sub-paragraph (a) or (b) of this paragraph 6, the contractor, subject to the approval of the Commission, will pay the subcontractor an amount equal to the sum of its actual expenditures in the performance of this letter subcontract (less payments previously made), plus an amount equal to the sum paid or to be paid in settling, with the approval of the contractor and the commission, the subcontractor's obligations for commitments made in such performance. The contractor or the government may assume any such obligations. In no event shall payments under this paragraph 6 exceed the amount set forth in paragraph 5 (a) hereof as said paragraph may be amended from time to time.

7. (a) All property furnished by the contractor to the subcontractor for use in the performance of this letter subcontract shall remain the property of the government.

(b) Title to all property specifically procured by the subcontractor in or for performance of this letter subcontract shall pass directly from the vendors or other suppliers to the government at the respective points of delivery thereof to the subcontractor and shall remain the property of the government.

(c) All technical data (including, without restrictions, drawings, designs, specifications, memoranda and notes) of whatsoever kind or nature furnished or prepared by the subcontractor pursuant to or developed in connection with its performance under this letter subcontract, shall be and remain the property of the government.

8. (a) Whenever any invention or discovery is made or conceived by the subcontractor or its employees in the course of any of the work under this letter subcontract, the subcontractor shall furnish the contractor with complete information thereon; and the commission shall have the sole power to determine whether or not and where a patent application shall be filed and to determine the disposition of the title to and the rights under any application or patent that may result. The judgment of the commission on this matter shall be accepted as final; and the subcontractor for itself and its employees agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the commission.

(b) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1946 shall be asserted by the subcontractor or its employees with respect to any invention or discovery made or conceived in the course of any of the work under this letter subcontract.

(c) Except, as otherwise authorized in writing by the contractor and approved by the commission, the subcontractor will obtain patent agreements to effectuate the purpose of sub-paragraph (a) and (b) of this paragraph from all persons who perform any part of the work under this letter subcontract, except such clerical and manual labor personnel as will not have access to technical data.

(d) Except as authorized in writing by the contractor and approved by the commission, the subcontractor will insert in all sub-subcontracts provisions making this paragraph 8 applicable to the sub-subcontractor and its employees.

9. (a) It is understood that unauthorized disclosure of any, or failure to safeguard all, material marked as "Security Information" that may come to the Subcontractor, or any person under its control, in connection with the work under this subcontract may subject the Subcontractor, its agents, and employees to criminal liability under the laws of the United States. See the Atomic Energy Act of 1946, 60 Stat. 755, as amended, Title 42, United States Code, Sec. 1801, et seq. See also Title 18, United States Code, Secs. 791 to 798, both inclusive, and Executive Order No. 10,104, February 1, 1950, 15 F.R. 797.

(b) The Subcontractor agrees to conform to all security regulations and requirements of the Commission. Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1946, as amended, the Subcontractor shall not permit any individual to have access to restricted data until the designated investigating agency shall have made an investigation and report to the Commission on the character, associations, and loyalty of such individual, and the Commission shall have determined that permitting such person to have access to restricted data will not endanger the common defense or security. As used in this subparagraph the term "designated investigating agency" means the United States Civil Service Commission or the Federal Bureau of Investigation, or both, as determined pursuant to the provisions of the Atomic Energy Act of 1946, as amended by the Act of April 5, 1952, Public Law 298, 82nd Congress, 66 Stat. 43. The term "restricted data" as used in this subparagraph 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.

(c) The subcontractor shall insert in all sub-subcontracts under this letter subcontract and in other agreements entered into by the subcontractor under this letter subcontract if the scope thereof includes classified data provisions similar to the text of sub-paragraph (a) and (b) above.

10. (a) The contractor and the commission shall have the right to inspect in such manner and at such times as they deem appropriate all activities of the subcontractor arising in the course of the work under this letter subcontract.

(b) The subcontractor shall make such reports to the contractor and the commission with respect to the subcontractor's activities under this letter subcontract as the contractor may require from time to time.

11. The subcontractor agrees to conform to all health and safety regulations and requirements of the commission. The subcontractor shall take all reasonable steps and precautions to protect health and minimize danger from all hazards to life and property and shall make all reports and permit all inspections as provided in such regulations and requirements.

12. The subcontractor shall not sub-subcontract any part of the work it is obligated to perform under this letter subcontract except as is authorized in writing by the contractor and approved by the commission. No purchase in excess of shall be made or placed by the subcontractor in its performance hereunder without prior written approval of the contractor and the commission.

13. This letter subcontract does not bind or purport to bind the government or the commission but it is assignable by the contractor to the government. The terms "Atomic Energy Commission" and "Commission" as used herein mean the United States Atomic Energy Commission or its duly authorized representative or representatives.

14. Except as otherwise specifically provided in this letter subcontract, all disputes which may arise under this letter subcontract, and which are not disposed of by agreement, shall be decided by the Manager, Fernald Area Office of Commission, who shall reduce his decision to writing and mail a copy thereof to the Contractor and Subcontractor.

Within thirty (30) days from receipt of such notice of a decision the subcontractor may appeal in writing to the commission, whose written decision or that of its designated representative or representatives or board shall be final and conclusive; if no such appeal is taken, the decision of the Manager, Fernald Area Office of Commission shall be final and conclusive. Pending decision of any dispute, the subcontractor shall diligently proceed with the performance of the work under this subcontract.

15. This letter, executed in quadruplicate, is forwarded to you for your consideration; if satisfactory, it is requested that the following acceptance form be executed in behalf of your company and that such copies 1, 2 and 3 hereof be returned to this office as promptly as possible. Copy 4 is for your retention. It is understood and agreed that this letter subcontract is not binding unless it has been approved by the U. S. Atomic Energy Commission in the space provided below.

Very truly yours,

NATIONAL LEAD COMPANY OF OHIO



Assistant Treasurer

ACCEPTED AS OF THE 3
DAY OF Dec. 1953

By N. W. Conner
(Title) N. W. Conner, Director

APPROVED: Dept. of Engineering Research

DATE: 12/1/53

U.S. ATOMIC ENERGY COMMISSION

This document consists of
pages and is copy No.
4 of 12 copies

**Modification No. 1
Amendment No. 1 to
Subcontract No. 8-59**

Subcontractor & Address

**North Carolina State College
Raleigh, North Carolina**

Subcontract for

**Development work on Thermal
Conductivity and Diffusivity of
Granular Materials.**

Payment to be made by

**National Lead Company of Ohio
P. O. Box 158
Mt. Healthy Station
Cincinnati 31, Ohio**