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NATIONAL LEAD COMPANY  
OF OHIO

P. O. BOX 158  
MT. HEALTHY STATION  
CINCINNATI 31, OHIO

Letter Subcontract # S-18

Dated: September 15, 1952

Under Prime Contract AT(30-1)-1156

TO: Eugene M. Albaugh  
Alba Craft Shop  
525 South Main Street  
Oxford, Ohio

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 Eugene M. Albaugh, doing business as Alba Craft Shop (hereinafter referred to as the "Subcontractor"), in anticipation of a definitive subcontract under which the Subcontractor shall perform the work, which involves the investigation, experimentation with and the development of methods of machining materials supplied by the Contractor; the design, manufacture and use of tools, attachments, jigs and fixtures related thereto.

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 subcontracts:

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(a) The subcontractor's expenditures, purchase orders, sub-subcontracts or other commitments in its performance hereunder shall not exceed \$8,000.00 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 November 14, 1952, (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 top-secret, secret, confidential and restricted matter and matter classified "Security Information" that may come to the subcontractor or any person under its control in connection with the work under this letter subcontract may subject the subcontractor, its agents, employees and sub-subcontractors to criminal liability under the laws of the United States. (See Atomic Energy Act of 1946, 60 Stat. 755, as amended Title 42, U.S.C. Sec. 1801 et seq. See also Title 18, U.S.C. Sec. 791-797 and executive Order 10104 of 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 provisions of the Atomic Energy Act of 1946, the subcontractor 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 sub-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) 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 \$300.00 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

Malte Eison Assist. Treas.

ACCEPTED AS OF THE 10/20/52  
DAY OF \_\_\_\_\_

By Eugene M. Whang  
(Title)

APPROVED: Walter Whang

DATE: 10/17/52

U. S. ATOMIC ENERGY COMMISSION

SUBCONTRACT NO. S-18  
under AT-(30-1)-1156

EUGENE M. ALBAUGH

RETURN TO CONTRACT FILES

W. D. LOTZ  
file

Sta. A...  
to. 5-18  
197(30-1)-115

NATIONAL LEAD COMPANY  
OF OHIO  
P. O. BOX 158  
MT. HEALTHY STATION  
CINCINNATI 31, OHIO

Eugene M. Albaugh  
Alba Craft Shop  
525 South Main Street  
Oxford, Ohio

Dear Sir:

Under the provisions of Amendment No. 1 to Subcontract No. S-18 between Eugene M. Albaugh, Alba Craft Shop and the National Lead Company, the term of the agreement covering the loan of certain equipment terminates as of July 20, 1953. Since it is the desire of both parties to continue this agreement in effect for an additional period of time, the sixth paragraph of said amendment is modified to read as follows:

"WITNESSETH, that said agreement is hereby amended to extend the term of said agreement to include the period from March 15, 1953 to September 20, 1953 but only for the following purposes:"

If this extension of time meets with your approval, please note your acceptance hereon, and return four signed copies to this office. We will secure the necessary approval and return one approved copy to you.

COPY

Yours very truly,

*Malte Ericson*  
Malte Ericson  
Assistant Treasurer

ACCEPTED:

EUGENE M. ALBAUGH, d.b.a. ALBA CRAFT SHOP

*Eugene M. Albaugh*

APPROVED:

U. S. ATOMIC ENERGY COMMISSION

By *Walter Hamner*

WJG/fs

Encl. (5)

cc: G. W. Wunder



*Sig. file*

NATIONAL LEAD COMPANY  
OF OHIO

P. O. BOX 158  
MT. HEALTHY STATION  
CINCINNATI 31, OHIO

June 5, 1953

Eugene M. Albaugh  
Alba Craft Shop  
525 South Main Street  
Oxford, Ohio

Dear Sir:

Under the provisions of Amendment No. 1 to Subcontract No. 8-18 between Eugene M. Albaugh, Alba Craft Shop and the National Lead Company, the term of the agreement covering the loan of certain equipment terminates as of June 5, 1953. Since it is the desire of both parties to continue this agreement in effect for an additional period of time, the sixth paragraph of said amendment is modified to read as follows:

"WITNESSETH, that said agreement is hereby amended to extend the term of said agreement to include ~~the~~ period from March 15, 1953 to July 20, 1953 but only for the following purposes:"

If this extension of time meets with your approval, please note your acceptance hereon, and return four signed copies to this office. We will secure the necessary approval and return one approved copy to you.

Yours very truly,

*Malte Ericson*  
Malte Ericson  
Assistant Treasurer

ACCEPTED:

EUGENE M. ALBAUGH, d.b.a. ALBA CRAFT SHOP

*Eugene M. Albaugh*

APPROVED:

U. S. ATOMIC ENERGY COMMISSION

By *[Signature]*  
WJG/fs

Encl. (5)

cc: G. W. Wunder

*encl 4.5*

set  
fill.

This document consists of  
3 pages and is copy No.  
4 of 15 copies

Amendment No. 1  
Subcontract No. S-18

Subcontractor & Address

Eugene M. Albaugh  
Alba Craft Shop  
525 South Main Street  
Oxford, Ohio

Subcontract For

Development Program

Payment to be made by

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

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S U P P L E M E N T A L   A G R E E M E N T

SUPPLEMENTAL AGREEMENT to Subcontract No. S-18, made and dated April 24, 1953, between Eugene M. Albaugh, Alba Craft Shop hereinafter designated the Subcontractor, and the National Lead Company of Ohio, hereinafter designated the Contractor.

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 parties hereto have heretofore agreed, by an agreement made and dated November 18, 1952, that the Subcontractor shall for and in the stead of the Contractor fulfill and perform such part of said principal contract as is set forth in said agreement; and

WHEREAS, the Contractor furnished the Subcontractor one #4 Morey Lathe, Serial No. 114-0258 for use in the furtherance of the work under this subcontract, and

WHEREAS, the Contractor desires to use certain equipment, the title to which vests in the Subcontractor:

WITNESSETH, that said agreement is hereby amended to extend the term of said agreement to include the period from March 15, 1953 to June 5, 1953 but only for the following purposes:

The Contractor agrees that #4 Morey Lathe, Serial No. 114-0258 shall remain in the subcontractor's shop for use by the subcontractor. In consideration thereof, the Subcontractor agrees to furnish the Contractor one cross slide attachment for a similar #4 Morey Lathe for use by the Contractor at its plant located in Fernald, Ohio.

The parties hereto understand and agree that the legal title to the cross slide mentioned herein will remain vested in the Subcontractor and that the legal title to #4 Morey Lathe Serial No. 114-0258 will remain vested in the Government, and further agree to return said property on expiration of this agreement in as good condition as received, fair wear and tear excepted, provided however that the time of this agreement may be extended by mutual consent of the parties with the approval of the Commission.

It is further understood and agreed that the consideration set forth in this supplemental agreement is the sole consideration now available under this subcontract.

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

NATIONAL LEAD COMPANY OF OHIO

by Malte Eucam  
Title Assistant Treasurer

Witness as to execution  
in behalf of Contractor

W. J. Grammer  
Cute, Ohio  
Address

by Eugene M. Albaugh  
Title Proprietor

Witness as to execution  
in behalf of Subcontractor

James R. [Signature]  
23 West High St  
Address  
Seymour, Ohio

APPROVAL is hereby given to the above agreement  
THE UNITED STATES OF AMERICA  
by United States Atomic Energy Commission  
by Walter L. Hamwood  
Contracting Officer

File

This document consists  
of 12 pages.

Subcontract No. S-18

Subcontractor & Address

Eugene M. Albaugh  
Alba Craft Shop  
525 South Main Street  
Oxford, Ohio

Subcontract For

Development Program

Payment to be made by

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

Call 17

THIS SUBCONTRACT, entered into this *14<sup>th</sup>* day of *November*, 1952, effective as of the 15th day of September, 1952, 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 Eugene M. Albaugh, Alba Craft Shop doing business as a proprietor in the State of Ohio with offices located at 525 South Main Street, Oxford, Ohio (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 September 15, 1952, to and including March 14, 1953.

Article II Scope of Work

1. The Subcontractor in performing under the terms of this subcontract at the request and under the direction of the Contractor, agrees as follows:
  - (a) To perform investigations and experiments relating to, but not limited to:
    - (i) Methods of machining materials supplied by the Contractor.
    - (ii) Design, manufacture and use of tools, jigs and fixtures related to machining such materials.
  - (b) To supply the supervision, labor, machines and facilities related to the fulfillment of the requirements of paragraph (a) of this section.
2. The Contractor shall provide:
  - (a) The materials and supplies related to the work to be performed under the terms of this subcontract.
  - (b) The safe and proper transportation of materials and supplies to and from the Subcontractor's place of business.
3. The Contractor may provide machines and equipment for installation on the Subcontractor's premises, said machines and equipment to be used by the Subcontractor for the furtherance of the work under this subcontract. The Contractor shall perform or pay for the costs, including transportation, of the installation of said machines and equipment, and the Subcontractor shall without additional compensation supply the power required to operate such machines and equipment.

Article III Consideration and Method of Payment

1. For services performed under the terms of Article II, Section 1, the Subcontractor shall be paid by the Contractor at the rate of five dollars (\$5.00) per man hour.
2. The Subcontractor agrees that the aforementioned hourly rate includes all charges of any nature and that no additional charges, including overtime differentials, shall be made except as provided hereafter.
3. The Subcontractor shall be paid the considerations set forth herein upon the submission to and the approval by the Contractor of the Subcontractor's certified invoices or vouchers. Said invoices or vouchers shall be accompanied by a certified copy of the payroll or time tickets for the period covered indicating the names of the individuals involved, the time worked and a description of the operation or functions performed.

4. Should the Subcontractor use supplies or off-the-shelf items which are not provided by the Contractor, said items shall be replaced by the Contractor or the Subcontractor shall be reimbursed by the Contractor for such unreplaced items at cost to the Subcontractor.
5. The Subcontractor shall keep and maintain time cards, payroll records and books of account showing adequately the hours of performance which are compensable under this subcontract and shall preserve such data in accordance with the provisions of Article VI, Section 20.
6. Anything contained herein to the contrary notwithstanding, the total amount payable to the Subcontractor for the work performed under Article II, Section 1 of this subcontract shall not exceed twenty thousand (\$20,000.00).
7. If at the direction of the Contractor, the Subcontractor, with respect to Government Property referred to in Article VI, Section 17 shall make repairs other than maintenance, renovate or deliver such Government Property, he shall be paid the actual amount of such expenditures upon the presentation of certified invoices supported by vouchers and related labor records, if any. The provisions of this section shall not be construed to relieve the Subcontractor of responsibility for damage to said Government Property due to his, his employees' or associates' negligence. Any dispute with respect to the conditions of this section shall be settled in accordance with the terms of Article VI, Section 8.

#### 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. 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 thirty (30) 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 arising under this subcontract shall be settled, if possible, by negotiation and mutual agreement of the parties hereto; but in the event of their inability to agree, shall be decided by the Commission, or its duly authorized representative, whose decision, after being reduced to writing, shall be final and conclusive upon the parties. In the meantime, the Subcontractor shall diligently proceed with the work as directed.

#### 9-DISCLOSURE OF INFORMATION

(a) It is understood that disclosure of information relating to the work contracted for hereunder to any person not entitled to receive it, or failure to safeguard all top secret, secret, confidential and restricted matter that may come to the Subcontractors or any person under its control in connection with the work under this subcontract, may subject the Subcontractors, its agents, employees and sub-subcontractors, to criminal liability under the laws of the United States. See the ~~Atomic Energy~~ Act of 1946 (Public Law 585 - 79th Congress). See also the provisions of an Act approved June 25, 1948, effective September 1, 1948, set forth in 18 U.S.C. 791-797; 18 U.S.C. 5, 11, 2388 and 3241; 50 U.S.C. 40 and 42.

(b) The Subcontractors agree to conform to all security regulations and requirements of the Atomic Energy Commission. Except as the Commission may authorize, in accordance with the provisions of the Atomic Energy Act of 1946, the Subcontractors agree not to permit any individual to have access to restricted data until the Federal Bureau of Investigation shall have made an investigation and report to the Commission on the character, associations and loyalty of such 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.

(c) The Subcontractors shall cause a like provision to be inserted in all sub-subcontracts under this agreement.

#### 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.

#### 14-DISCOVERIES, INVENTIONS, PATENTS, ETC.

(a) Whenever any invention or discovery is made or conceived by the Subcontractors in the course of any of the work under the subcontract, the Subcontractors shall furnish the Contractor with complete information thereon and the Contractor shall in turn so advise the Commission; 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 these matters will be accepted as final and the Subcontractors agree 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 Subcontractors with regard to any invention or discovery made or conceived in the course of any work under this subcontract.

#### 15-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.

#### 16-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.

17. GOVERNMENT FURNISHED PROPERTY

1. From time to time during the term of this Subcontract, the Contractor with the approval of the Commission may furnish to the Subcontractor, rent free, certain items of equipment to be used solely for the performance of its undertakings under this Subcontract. Title to all such equipment including all salvage and scrap resulting therefrom shall be and remain in the Government and such equipment shall hereinafter be referred to as "Government Property".
2. The Subcontractor shall to the extent practicable cause all items of government property to be suitably marked with an identifying mark or symbol indicating that the items are the property of the Government. The Subcontractor shall at all times and in a manner satisfactory to the Contractor, maintain records showing the distribution and use of all items of government property. The records so maintained shall be and remain the property of the Government. The Subcontractor shall promptly notify the Contractor and the Commission of any loss or destruction of, or damage to government property and shall take all reasonable steps to protect the government property from further damage, shall separate the damaged and undamaged government property, and put all the government property in the best possible order. If and as directed by the Contractor, with the approval of the Commission, the Subcontractor shall make repairs and renovations of the damaged government property.
3. The Subcontractor shall use its best efforts to safeguard and protect government property. However, the Subcontractor shall not be liable for loss or destruction, or damage to Government Property in the possession or control of the Subcontractor in connection with this Subcontract, unless such loss, destruction or damage results from the negligence of the Subcontractor or his employees. Upon completion of this Subcontract, the Subcontractor shall return to the Contractor, or to such place as the Contractor may designate all government property furnished by the Contractor, hereunder in the same condition as when received, less ordinary wear or tear.
4. The Subcontractor will not include or seek reimbursement under this Subcontract for any charge or reserve representing the cost of any insurance (including self-insurance) that covers loss or destruction of or damage to government property. In the event, the Subcontractor is indemnified, reimbursed or compensated for any loss or destruction of, or damage to Government Property, it shall equitably reimburse the Government. The Subcontractor shall do nothing to prejudice the rights of the Contractor or the Government to recover against third parties for any such loss, destruction, or damage and upon the request of the Contractor or the Commission, shall furnish to the Contractor or the Government all reasonable assistance and cooperation in obtaining recovery.
5. The Contractor and the Government shall at all times have access to the premises wherein any items of government property are located.

#### 18-WALSH-HEALEY ACT

To the extent only that the Walsh-Healey Public Contracts Act as amended (41 United States Code 35-45) is applicable to this contract, the following provisions shall apply:

- a. There are hereby incorporated by reference the representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

#### 19-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.

#### 20-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 of Contract No. AT(30-1)-1156 with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such Subcontractor involving transactions related to the subcontract.

#### 21-PATENTS

The Subcontractor, at its own non-reimbursable cost and expense, shall hold and save the Government, its officers, agents, servants and employees, harmless from liability of any nature or kind, including costs and expenses incurred, for the use of any invention or discovery and for the infringement of any Letters Patent (not including liability arising pursuant to the Act of October 6, 1917, 40 Stat. 394, as amended, Title 35 U.S.C. Sec. 42, prior to issuance of Letters Patent) occurring in the performance of the work under this subcontract or arising by reason of the use or disposal by or for the account of the Government of items procured, manufactured or supplied under this subcontract.

#### 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.

22. Title to Property

Title to all property specially procured in or for performance under this subcontract and for which the Subcontractor is entitled to reimbursement hereunder shall, unless title is already in the Government, pass directly from the vendor or supplier to the Government. Title to all other property for which the Subcontractor is entitled to reimbursement hereunder shall pass to the Government at the respective times of furnishing thereof for performance under this contract.

23. Inspections 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.

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 E. Rowley  
Title Vice Pres

Witness as to execution  
in behalf of Contractor

C. M. Heber  
111 Broadway N.Y.C. N.Y.  
Address

by Eugene M. Blough  
Title Pres.

Witness as to execution  
in behalf of Subcontractor

J. E. [Signature]  
[Signature]  
Address

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

by Walter C. [Signature]  
Contracting Officer