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UNITED STATES
ATOMIC ENERGY COMMISSION
Division of Raw Materials

Address Reply to:

Division of Raw Materials
U. S. Atomic Energy Commission
1901 Constitution Avenue, N. W.
Washington 25, D. C.

*International Minerals and
Chemical Corp. Pilot Plant
Mulberry, Florida FL.02-3*

LETTER CONTRACT NO. AT(49-1)-538
Dated: April 26, 1951

and refer to:
AT(49-1)-538

International Minerals & Chemical Corporation
20 North Wacker Drive
Chicago 6, Illinois

Gentlemen:

1. This negotiated Letter Contract signifies the agreement of the U. S. Atomic Energy Commission (hereinafter called the "Commission") and International Minerals & Chemical Corporation (hereinafter called the "Contractor") that the Contractor shall at its Mulberry, Florida facilities undertake the erection and operation of a pilot plant to process material from the leached zone of the Florida Land Pebble Phosphate Field for the recovery of uranium and other saleable products. Operation of the pilot plant will be conducted for the purpose of developing the flowsheet and obtaining engineering plans and specifications and capital and operating cost estimates for a full scale production plant of a size to be agreed upon by the parties. The Contractor shall also prepare said flowsheets, plant specifications and cost estimates.

2. All applicable articles required by Federal Law or Executive Order (including the Davis-Bacon Act and other pertinent labor provisions, to the extent applicable) to be included in contracts for the type of work and services herein described are incorporated herein by reference.

3. Negotiations will be undertaken for the execution of a definitive contract, which will be in the form agreed upon by the parties, and will include applicable articles mentioned in paragraph 2 and will also contain detailed terms and conditions as agreed to by the parties, which may or may not be at variance with the provisions of this letter contract.

4. The Commission agrees to reimburse the Contractor for costs applicable to the contract work, as approved by the Commission and shall employ as a guide the reimbursement provisions set forth in Article II of Contract No. AT(30-1)-942 between the Commission and the Contractor. The Commission has obligated from obligational authority available to it the amount of \$238,000 for performance of the contract work. Pending the execution of a definitive contract, however, each expenditure, order,

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BY: Gerald W. Brothers (DR. 50-70)
DATE: 7-17-07
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sub-contract or commitment (except for wages and salaries) made by the Contractor in furtherance of the performance of this letter contract for an amount in excess of \$1,000.00, will be subject to the prior written approval of the Commission; and the Contractor shall notify the Commission in writing, when and if, the total of the amounts paid and then payable to the Contractor in its performance under this letter contract shall equal the amount of \$238,000, and shall not expend or obligate any additional amounts unless and until it has secured the prior written approval of the Commission.

5. a. In case a definitive contract is not executed by June 30, 1951, (or any subsequent date mutually agreed upon), this letter contract will terminate on the stated date or subsequent date as the case may be.

b. The Commission may, at any time, terminate this letter contract in whole or in part for its convenience by written notice to the Contractor of such termination.

c. In the event of termination of the work called for in paragraph 1 hereof, pursuant to subparagraph a or b of this paragraph 5, the Contractor will be paid (less payments previously made to it) the cost incurred by it in the performance thereof, plus the amount paid or to be paid by it for its account in settling, with the approval of the Commission, its obligations for commitments made in such performance. The Commission may, in its discretion, assume any such obligations. Subject to the provisions of paragraph 4 hereof, the total of such reimbursement to the Contractor (including all payments previously made), together with the amount of any obligations assumed, shall not exceed Two Hundred and Thirty-Eight Thousand Dollars (\$238,000.00).

6. Upon payment or reimbursement to the Contractor, title to all materials, equipment, structures, drawings, designs, specifications, plans, information, and other things for which the Contractor is paid or reimbursed shall vest in the Government (if title has not already been vested in the Government). The Government will also become entitled to any rights under any commitments which it may assume, or for the settlement of which it shall have reimbursed the Contractor.

7. a. It is understood that the disclosure of classified information relating to the work contracted for hereunder to any person not entitled to receive it, or failure to safeguard all top secret, secret, confidential, and restricted matter that may come to the Contractor or any person under its control in connection with the work under this contract, may subject the Contractor, its agents, employees, and sub-contractors, to criminal liabilities under the laws of the United States. See 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; U.S.C. 5, 11, 2388, and 3241; 50 U.S.C. 40 and 42.

b. The Contractor 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 Contractor agrees not to permit any individual to have access to

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