



Department of Energy

Washington, DC 20585

Mr. Ken Lambert
U.S. Nuclear Regulatory Commission
Region 3
801 Warrenville Road
Lisle, Illinois 60532-4351

Dear Mr. Lambert:

This is a followup letter to your telephone request for documents relating to the former Harshaw Chemical Company facility in Cleveland, Ohio.

The following documents are enclosed:

- Letter Contract W-7405 Eng-276 (dated January 5, 1944) between the War Department and Harshaw Chemical Company, Cleveland, Ohio;
- Contract W-7405 Eng-276 (dated May 27, 1944) between the War Department and Harshaw Chemical Company, Cleveland, Ohio;
- Memorandum (with attachments) from J. R. Moore (Director, Contract Division) to J. W. Ould, Jr. (Assistant General Counsel), dated April 28, 1958, concerning the need for preparation of Modification 85 to Contract No. W-7405-ENG-276 with Harshaw Chemical Company. Some pages of the attachments are missing;
- Modification 85 to Contract W-7405-Eng-276 (dated June 25, 1958);
- Assignment for Contract W-7405-ENG-276 (dated December 23, 1959); and
- Final Release for Contract W-7405-ENG-276 (dated December 23, 1959).

For security reasons, certain code words were used in some of the contractual documents. "Product C616" is uranium hexafluoride; "Product 306" is uranium dioxide; and material "WE-61" is uranium tetrafluoride. As we discussed, the Department of Energy has additional documents relating to this facility.

If you have any questions or if I may be of further assistance, please feel free to call me at 301-903-8149.

Sincerely,

W. Alexander Williams, PhD
Designation and Certification Manager
Division of Off-Site Programs
Office of Eastern Area Programs
Office of Environmental Restoration

Enclosures

WAR DEPARTMENT
UNITED STATES ENGINEER OFFICE
MADISON SQUARE AREA
P. O. BOX 42
STATION F
NEW YORK 16, N. Y.

IN REPLY
REFER TO

EDM A-43 MS

5 January 1944

Letter Contract No. W-7405 eng-276
New York, New York

SPECIAL REEVIEW
FINAL DETERMINATION
UNCLASSIFIED

Harshaw Chemical Company
Cleveland, Ohio

By:

Date:

P. J. Brown

5-9-84

Gentlemen:

The United States of America, acting through the undersigned Contracting Officer, hereby places with you an order that you shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the United States of America, and services, and do all things necessary for the design, procurement and installation of equipment, and the operation of a plant of a designed capacity of 3300 pounds of Product C616 daily. It is understood that said plant will be located in a building to be furnished by you on your plant site in Cleveland, Ohio, and it is estimated that said plant will be ready for operation by 1 June 1944. You will operate said plant in accordance with the directions of the Contracting Officer, it being estimated that the normal output required will be 2200 pounds of Product C616 per day, seven (7) days per week. In the operation of said plant you will produce Product C616 to conform with the specifications set forth in secret letter dated 5 January 1944. The price per pound of Product C616 shall be as mutually agreed upon, it being understood that the Government will furnish all the Product C616 required in the production of Product C616. UF₆

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It is estimated that the cost of the design, procurement and installation of the equipment will be One Hundred Seventy-Five Thousand Dollars (\$175,000), exclusive of the cost of cylinders to be supplied by the Contractor for which reimbursement will be made separately by the Government, but neither party guarantees the correctness of such estimate.

It is agreed that you hereby grant a license to the Contracting Officer or his duly authorized representative to have access to the plant at all times for any purpose in connection with the work to be performed hereunder.

Funds for carrying out this work have been appropriated and are now available for use of the War Department under Procurement Authority 2-25562 F110-10.

The Secretary of War finds that it is in the interest of the war effort that this work be not delayed awaiting the negotiation of a formal contract.

~~CONFIDENTIAL~~

negotiate with you a satisfactory contract to supplement this contract prior to 15 March 1944, this contract will terminate and the United States of America will pay you in full settlement thereof a sum equal to reimbursement for all costs incurred by you in connection with the performance of this contract plus such other sums as have actually been expended by you, in good faith, in settlement of all obligations, commitments and claims which you may theretofore have incurred, less any reimbursements previously made, but in any event the total payments shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

It is understood that in connection with your work under this contract, you shall acquire or manufacture for the Government's account certain facilities as agreed to by the Contracting Officer and listed in Schedule "A" to be attached to the formal contract. As each item of said facilities is delivered to, or manufactured by you, for the Government's account, it shall become and remain the property of the Government and title thereto shall vest in the Government, which hereby grants to you the right to use, without the payment of rental therefor, such facilities in connection with the work herein contracted for.

It is understood and agreed that the meaning of the code symbols, Product C615 and Product 306, shall be as set forth in a secret letter from the Government to you dated 5 January 1944, agreed to and accepted by you, a copy of which is on file in the Manhattan District Office. The contents of said letter are hereby made a part of this contract in the same manner as though fully set forth herein.

If the foregoing is acceptable to you, it is desired that you so indicate hereon and on the inclosed two copies of this letter and return the original and one copy to this office as soon as practicable. Such acceptance will constitute this order a contract and a notice to proceed.

In procuring of critical materials required for performance hereunder, this letter contract bears a priority rating of AA-21.

This instrument is authorized by and has been negotiated under the First War Powers Act, 1941, and Executive Order No. 9001.

Very truly yours,

UNITED STATES OF AMERICA

By *John R. Ruhoff*
JOHN R. RUHOFF
Lt. Col., Corps of Engineers,
Contracting Officer.

Accepted this 2
day of March, 1944.

HARSHAW CHEMICAL COMPANY

By *Harshaw Chemical*
Cleveland, Ohio.

... & DISSEMINATION...
ing of the Espionage Act, 18 U.S.C. 31 and
its transmission... the revelation of its
site in any manner to an unauthorized person
prohibited by law.

~~SECRET~~

Contract No. W-1405 eng-270
Dated: 27 May 1944

SUPPLY CONTRACT
WAR DEPARTMENT

| | |
|-----------------------|--|
| CONTRACTOR & ADDRESS: | HARSHAW CHEMICAL COMPANY 1945 E. 97th St. Cleveland, Ohio |
| CONTRACT FOR: | Design, Procurement, Installation of Equipment, and Operation of a Plant for the Production of Product (GAL) |
| AMOUNT: (Estimated) | \$580,000.00 |
| LOCATION: | Cleveland, Ohio |
| PAYMENT: | To be made by: Finance Officer U. S. Army Knockville, Tennessee |

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authority or authorities, the available balances of which are sufficient to cover the cost of the same.

8-25562 14-113-07

This contract is authorized by the following laws:

Statutory Authority***This contract negotiated and executed under the First War Powers Act, 1941, and Executive Order No. 9001.

SPECIAL REREVIEW
FINAL DETERMINATION
UNCLASSIFIED

By: *P. F. Brown*
Date: *5-9-84*

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THIS CONTRACT, entered into this 27th day of May 1944, effective as of the 5th day of January 1944, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this contract, and HARSHAW CHEMICAL COMPANY, a corporation organized and existing under the laws of the State of Ohio of the City of Cleveland in the State of Ohio (hereinafter called the "Contractor"),

WITNESSETH THAT:

WHEREAS, the Government desires to engage the services of a contractor to develop a process for the production of and to produce the supplies hereinafter set forth, and

WHEREAS, the accomplishment of such services entered into after negotiations approved by the Secretary of War, and without advertising for proposals, is authorized by law and will facilitate the prosecution of the war, and

WHEREAS, as a result of such negotiations the Secretary of War has directed that the Government enter into a contract with the Contractor for the accomplishment of the work hereinafter described:

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

ARTICLE I - Scope of This Contract.

1. The Contractor shall, with the utmost secrecy and dispatch, subject to the approval or ratification of the Contracting Officer, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government and services, and do all things necessary for the design, procurement, installation of equipment (including, but not limited to, that listed on Schedule A in accordance with the terms of Article XIII hereof), and preparation of a plant for production of Product C616 from WE-61 and Product 306, including supplying the original charge of materials other than the Government supplied raw materials (WE-61) and (Product 306), and including research and development during the period 5 January 1944 to 1 May 1944 in connection with a process for the production of Product C616 from WE-61 and Product 306, in buildings and on land owned by the Contractor on its plant site in Cleveland, Ohio. The plant shall have a designed, estimated capacity of 3300 pounds of Product C616 daily, without factor of safety, and it is estimated that the said plant will be ready for operation by 15 June 1944. As consideration for its undertakings under this section 1, the Contractor shall receive the sum of \$199,872, which amount includes those facilities listed on Schedule A that will be purchased specifically for this contract, the use rent-free, in the performance of the work under this contract, of Contractor-owned facilities for the manufacture of WE-61, the cost of transportation to and installation thereof in the plant, and the original charge of material in preparation for the operation of the plant, but is exclusive of the cost of special laboratory equipment, and of any equipment required for the loading and unloading of shipping containers outside the plant in connection with the work to be performed under this contract. The laboratory and loading and unloading equipment listed in Schedule A to be attached hereto, shall be furnished by the Government, or if the Contracting Officer so directs, shall be procured by the Contractor in accordance with Article XIII. In the event the Contracting Officer requests the Contractor to perform services under this section in addition to those set forth herein, the Contractor will receive payment for such services in an amount to be mutually agreed upon.

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2. (a) The Contractor shall do all things necessary to procure for the Government seven hundred and fifty (750) seamless nickel cylinders each having a water capacity of approximately one hundred and fifty (150) pounds tested at three hundred (300) pounds per square inch hydrostatic pressure, eleven hundred (1100) plain cylinder valves, eleven hundred (1100) cylinder valves with dip-pipes for the said cylinders, six thousand (6,000) D-29 rings (gaskets for cylinder valves), and in addition, furnish the necessary labor for conditioning and assembling the valves with the cylinders. The design for the cylinders, the valves and the attachments thereto shall be approved by the Contracting Officer and representatives of the Kellex Corporation. The cylinders will be subject to inspection at the point of manufacture. Any increase in the quantity of cylinders or valves furnished hereunder by the Contractor, not exceeding ten per cent (10%) of the quantities above set forth, will be accepted by the Contracting Officer in performance of the contract, and payment will be made in accordance with the prices hereinafter set forth. The Contractor will be paid for the supplies procured and the labor furnished hereunder as follows:

1. Cylinders, \$176 each, f.o.b. Milwaukee, Wisconsin.
2. Plain cylinder valves, \$1.59 each, delivered Contractor's plant.
3. Cylinder valves with dip-pipes, \$3.25 each, f.o.b. Pittsburgh, Pennsylvania.
4. D-29 rings (gaskets for cylinder valves), \$945.44.
5. Labor for conditioning and assembling valves with cylinders, \$1.00 per cylinder.

The Contractor shall be reimbursed for expenditures made by it for the Government for freight charges in connection with items 1. and 3. herein from f.o.b. point to Contractor's plant.

(b) If the Contractor or any representative thereof shall be required to travel in connection with the work to be performed and/or the supplies to be procured under this section, the Government will reimburse the Contractor for the transportation, including Pullman where necessary, and will allow for such travel Six Dollars (\$6.00) per day in lieu of all other expenses. Transportation by automobile on such required travel shall be reimbursed at the rate of five cents (50.05) per mile per vehicle as representing the actual cost of such transportation. All travel shall be either authorized or approved in writing by the Contracting Officer.

3. The Contractor shall, as soon as practicable, proceed to operate the plant on a limited scale during the period 15 March 1944 to 15 June 1944, and during such period, the Contractor shall train the necessary personnel, not, however, to exceed forty (40) people in the operation of said plant. In consideration for his services under this section, the Contractor shall receive the sum of Twelve Hundred and Thirty-two Dollars (\$1232.00) in full payment for the materials and

utilities used and/or consumed by him during said period, together with the sum of Two Dollars and sixty cents (\$2.60) per man hour training charge for all personnel engaged in the operation of the plant during the training period, it being understood, however, that the total cost of the training charges under this section shall not exceed Thirty Thousand Dollars (\$30,000.00). The Contractor shall complete the processing of all incompletely processed Product C616 produced during this training period in the course of the operation of the plant subsequent to 15 June 1944, and the Government will reimburse the Contractor for the work required after 15 June 1944 to complete the processing of said Product C616 at the rate of Two Dollars and sixty cents (\$2.60) per man hour actually applied to the work. All completely processed Product C616 produced by the Contractor during the training period, and all incompletely processed Product C616 produced during the training period, but completed by the Contractor during the period of operation of the plant described in section 4 hereof, shall be delivered to the Government f.o.b. Contractor's plant, Cleveland, Ohio, subject to inspection and acceptance at said plant, and reimbursement for Product C616 so produced and delivered shall be limited to the consideration set forth in this section.

4. The Contractor shall, commencing 15 June 1944, or as soon as practicable thereafter, proceed to operate said plant in accordance with specifications and directions of the Contracting Officer, and shall produce and deliver to the Government 175,000 pounds of Product C616 during the period 15 June 1944 to 30 September 1944, less the amount of Product C616 produced in accordance with the provisions of, and subject to the price limitation provided in section 3 hereof as follows:

a. Product C616 estimated at 60,000 pounds, produced from ME-61 at a price of \$.95 per pound, Product C616 delivered f.o.b. Contractor's plant, Cleveland, Ohio. At the request of the Contracting Officer, the Contractor, at the Government's expense, will ship to such other location or locations as the Contracting Officer may direct.

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b. Product C616 estimated at 115,000 pounds, produced from Product 306 at a price of \$1.35 per pound Product C616 delivered f.o.b. Contractor's plant, Cleveland, Ohio. At the request of the Contracting Officer, the Contractor, at the Government's expense, will ship to such other location or locations as the Contracting Officer may direct.

c. It is estimated that the normal output of Product C616 required under this section will be approximately 11,000 pounds weekly, but the Government shall have

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the right from time to time to require the Contractor to increase or decrease this production rate and to produce any amounts of Product C616 the Government may desire within the capacity of the plant.

d. At any time prior to the termination of this contract or any extension thereof, the Government shall have the right to require the Contractor to produce and deliver to the Government additional quantities of Product C616 on terms and conditions to be mutually agreed upon.

5. (a) The Government shall deliver to the Contractor at the Contractor's plant for use in the work to be performed under sections 3 and 4 of this article, such amounts of WE-61 and Product 306, in accordance with specifications to be mutually agreed upon, as shall be necessary for the performance of this contract without cost to the Contractor.

(b) Upon the completion or termination of this contract, the Contractor shall deliver to the Government f.o.b. Contractor's plant, any of said material not used in connection with the contract.

6. The Contractor shall use its best efforts to meet the finished product specifications set forth in a secret letter referred to in Article III, but shall not be liable for failure to do so, except to the extent of not being paid, as provided herein, for processing any material failing to meet such specifications. The Contractor shall be paid for any or all of Product C616 produced by the Contractor under this contract that meets the specifications furnished by the Contracting Officer and agreed to by the Contractor. In the event Product C616 does not meet the contract specifications, and the Contracting Officer determines that it is in the interests of the war effort to accept said material, it shall be paid for at the contract unit price, subject to adjustment in contract price as may be later determined by mutual agreement between the Contracting Officer and the Contractor, either in the form of a credit in reduction of the price of the work performed or by actual payment. The Contracting Officer, however, shall have the right to direct the Contractor to rework any part or all of Product C616 that fails to meet AA specifications at the Contractor's expense, and the Contractor shall have the right to rework any or all of such material that fails to meet specifications other than the AA specifications at its own expense, and after such reworking, if the material meets the specifications, the Contractor shall be paid for such material at the rates prescribed in this Article. The Government agrees that all such sub-specification material which is not reworked shall be removed as soon as practicable from the Contractor's plant at the Government's expense.

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7. Inspection and acceptance of any or all of Product C616 produced under this contract shall be made at the Contractor's plant, Cleveland, Ohio.

8. The Contractor hereby grants a license to the Contracting Officer or his duly authorized representative to have access to the plant at all times for any purpose in connection with the work to be performed hereunder.

9. The Contractor shall render to the Contracting Officer such necessary or appropriate reports as the Contracting Officer may require.

ARTICLE II - Changes.

The Contracting Officer may, at any time, by a written order, and with notice to the sureties, make changes of any one or more of the following: (a) changes in the directions as to shipment and packing of any supplies; (b) increases or decreases in the quantity of supplies to be furnished hereunder, the total increase or decrease not, however, to exceed thirty per cent (30%) of the quantity of supplies deliverable hereunder; (c) changes in the drawings or specifications, where the supplies to be furnished are of a specially manufactured in accordance with drawings and specifications; (d) extension of the delivery schedules hereunder reducing the rate of deliveries of the supplies called for by this contract; or (e) acceleration of the delivery schedules hereunder by an increase or increases in the rate of deliveries hereunder. Unless consented to in writing by the Contractor, no change of orders hereunder of the type mentioned in clause (d) of the preceding sentence shall cause decreases in the deliveries hereunder, and no change of orders of the type mentioned in clause (e) of such sentence shall cause increases in the deliveries called for hereunder, amounting respectively in any calendar month to more than fifty per cent (50%) of the quantity of supplies to be delivered in such month by the delivery schedule contained in this contract. If such changes cause an increase or decrease in the amount of work under this contract or in the cost of performance of this contract, or in the time required for its performance or equitable adjustment shall be made which adjustment shall include in any instance an adjustment in the purchase price, including price as limited to any applicable contract price and in the light of any applicable volume contracts, such order, and the delivery time or schedule of delivery, in either or both price or delivery schedule and the contract shall be amended in writing accordingly. Any delay for which the Contractor is responsible shall be assessed with a penalty of 1% per day from the date the change is ordered, provided, however, that the Contracting Officer, in his discretion, may waive the penalty and the Contractor shall not consider the delay as such unless asserted at any time prior to the final settlement of the contract. If the parties fail to agree on an equitable adjustment or on any of the disputes shall be determined by arbitration in accordance with the provisions of the contract.

ARTICLE III - Force Majeure.

10. In the event of a delay in the performance of this contract due to fire, flood, war, or other cause beyond the control of the Contractor, the Contractor shall be relieved of its obligations to perform under this contract for the period of such delay. The Contractor shall be entitled to an extension of time for the performance of the contract for the period of such delay. The Contractor shall be entitled to an extension of time for the performance of the contract for the period of such delay. The Contractor shall be entitled to an extension of time for the performance of the contract for the period of such delay.

ARTICLE IV - Delays-Damages

(a) If the Contractor refuses or fails to make deliveries of the supplies within the time specified in Article I, or any extension thereof, the Government, subject to the provisions of paragraph (b) below, may, by a notice in writing from the Contracting Officer to the Contractor of its intention to terminate under this Article, terminate the right of the Contractor to proceed with delivery of the supplies or such parts thereof as to which there has been delay. In such event, the Government may (1) require the Contractor to deliver to the Government such completed supplies, partially completed supplies and materials, parts, plans, drawings, information, and contract rights of the Contractor, (hereinafter called manufacturing material), as the Contractor has produced or acquired for the performance of such portion of this contract as to which the right to proceed with delivery is terminated, and accomplish or secure the completion or manufacture of supplies therewith; and, in addition thereto or in lieu thereof (2) purchase in the open market or secure by contract or otherwise, the manufacture and delivery of supplies similar to those called for by this contract in an amount which together with the supplies, if any, completed under (1) above shall not exceed the amount of supplies the right to proceed with delivery of which is terminated. If delivery is made pursuant to clause (1) of the preceding sentence the Government shall pay to the Contractor, less any previous payments, the following: (a) For each unit of the completed supplies accepted by the Government the unit contract price, and (b) for all partially completed supplies and manufacturing material delivered, the unit contract price for each unit of supplies completed or manufactured therewith, less the cost to the Government of completion or manufacture, but if that cost exceeds the unit contract price, the Contractor and his sureties shall be liable for such excess. If the cost to the Government of supplies procured in accordance with clause (2) above exceeds the corresponding unit price or prices under this contract, the Contractor and his sureties shall be liable for such excess.

(b) The Government shall not have a right of termination under this Article if (i) the delay of the Contractor in making deliveries is an excusable delay, as hereinafter defined, and (ii) the Contractor notifies the Contracting Officer in writing of such delay and the cause thereof, within ten days from the beginning thereof or within such further period as the Contracting Officer shall, with the approval of the Secretary of War or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. Upon receipt of such notification from the Contractor, the Contracting Officer shall ascertain the cause of the delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject to appeal within 30 days by the Contractor to the Secretary of War or his duly authorized representative, whose decision on such appeal as to the cause of delay shall be final and conclusive on the parties hereto. The term "excusable delay" as used in this paragraph means any delay in making deliveries which results without fault or negligence on the part of the Contractor and which is due to unforeseeable causes beyond his control including, without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and, unless the Contracting Officer shall determine that the materials or supplies to be furnished under a subcontract are procurable in the open market, any delay of a Subcontractor which results without fault or negligence on the part of the Contractor, and which is due to unforeseeable causes beyond the control of the Contractor, including without

ARTICLE V - Extras.

Except as otherwise herein provided, no charge for extras will be allowed unless the same have been ordered in writing by the Contracting Officer and the price stated in such order.

ARTICLE VI - Responsibility for Supplies Tendered.

The Contractor shall be responsible for the articles or materials covered by this contract until they are delivered at the designated point. Where final inspection is at point of origin, but delivery by Contractor is at some other point, the Contractor's responsibility shall continue until delivery is accomplished.

ARTICLE VII - Increases or Decreases.

Unless otherwise provided herein, no increase or decrease in the total number of articles contracted for under Article I hereof shall be effected without the prior written approval of the Contracting Officer.

ARTICLE VIII - Payments.

1. The Contractor shall be paid, upon the submission of properly verified invoices or vouchers, the prices stated hereon for articles delivered and accepted, or services rendered under Article I, sections 1, 2, 3 and 4 of this contract, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government upon the amount due on such deliveries as warranted.

2. Payments to the Contractor for services rendered under Article I, section 1, shall be made as follows:

a. Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, as estimated and approved by the Contracting Officer. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

b. In making such partial payments there shall be retained 10% of the estimated amount until final completion and acceptance of all work covered hereunder Article I, section 1, is provided, however, when the Contracting Officer is satisfied after 50% of the work has been completed, if no funds for satisfactory progress is being made, any balance of the remaining partial payments in full; and provided further that on completion and acceptance of each separate building, vessel, public work, or other division of said sections in which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

c. All material and work covered by partial payments shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Government to require the fulfillment of all of the terms of the contract.

d. Upon completion and acceptance of all work required under Article I, section 1, the amount due the Contractor under said section will be paid upon the presentation of a properly executed and duly certified voucher therefor, after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of said section, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

ARTICLE IX - Walsh-Healey Act

The representations and stipulations required by Section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in this contract. Such representations and stipulations shall be subject to all applicable regulations, determination and exemptions of the Secretary of Labor now or hereafter in effect.

ARTICLE X - Convict Labor

The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor. This provisions shall not be construed to prevent the Contractor or any subcontractor hereunder from obtaining any of the supplies, or any component parts or ingredients thereof, to be furnished under this contract or any of the materials or supplies to be used in connection with the performance of this contract, 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 arrangement under which prison labor is hired by or employed or used by any private firm or corporation.

ARTICLE XI - Taxes

(a) Unless otherwise indicated in this contract (A) the prices herein do not include any of the following taxes in effect at the date of this contract:

(1) Any Federal tax which is directly applicable to the completed supplies or work covered hereby (including component parts, articles, or units of which the Contractor is the manufacturer, importer or producer) and as to which exemption from tax is available, or



(2) Any state or local sales, use or other tax from which the Contractor or this transaction of the procurement of these supplies or work is exempt,

and (B) the prices herein include all other applicable Federal, State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax exemption certificates or furnish other similar proof of exemption with respect to all taxes excluded from the price.

(b) If, after the date of this contract, the Federal Government or any state or local government shall, impose, remove or change (including any change by the removal by statute of an exemption available to the Contractor for the purposes of this contract) any duty, sales, use or excise tax or any other tax or charge directly applicable to the supplies or work covered hereby or the materials used in the manufacture thereof or directly upon the importation, production, processing, manufacture, construction, sale or use of such supplies, work or materials, which tax or charge must be borne by the Contractor because of a specific contractual obligation, or by operation of law, or, in case of a decrease or elimination of any such tax, where the Contractor is relieved to that extent, and if in case of an increase in such an existing tax or the imposition of such a new tax the Contractor has paid such tax or charge to the Federal Government or to a state or local government, or any other person, then the prices named herein will be increased or decreased accordingly and any amount due to the Contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as a separate item: Provided, however, that the Government reserves the right to issue to the Contractor in lieu of such payment a tax exemption certificate or certificates acceptable to the Federal Government or state or local government, as the case may be. The amount of any adjustment pursuant to this paragraph (b) may be determined by a written agreement between the parties hereto. Nothing contained herein shall be construed as requiring the Government to reimburse the Contractor for any Federal, state or local income taxes, income surtaxes or excess profits taxes, transportation taxes, or taxes on property. For the purposes of any additional procurement of supplies or work called for by any agreement supplemental hereto, the words "date of this contract" shall be deemed to refer to the date of such agreement.

(c) In the case of any state or local tax or charge which the Contractor contends is chargeable to the Government because of the provisions of this Article, or any other provision of this contract, the Contractor agrees to refrain from paying any such tax or charge upon the direction of the Contracting Officer (in which event the Government will save the Contractor harmless from penalties and interest incurred through compliance with the direction of the Contracting Officer not to pay such tax); to take such steps as may be directed by the Government to cause such tax or charge to be paid under protest; to preserve and, if so directed by the Contracting Officer, to cause to be assigned to the Government any and all rights to the abatement or refund of such tax or charge; if so requested, to permit the Government to prosecute any claim, litigation or proceeding for the refund of such tax in the name of the Contractor, and to furnish to the Government all reasonable assistance and cooperation requested by the Government in any litigation or proceeding for the recovery of such tax or charge.

(a) In connection with its work under this contract, the Contractor shall acquire, or manufacture for the Government's account, the facilities listed in Schedule A, to be attached hereto and made a part hereof. Upon the inspection and approval of the Contracting Officer and upon the Contractor's furnishing of satisfactory evidence of payment therefor by him, the Government shall reimburse the Contractor for the cost of such facilities, including but not limited to, transportation and installation costs which are presently estimated at the amounts stated therefor in said Schedule A, or such larger amounts as the Contracting Officer may approve in writing in the event the actual costs exceed such estimated costs, except to the extent that the Contractor has been reimbursed for such facilities in accordance with Article I, Section 1 hereof.

(b) As each item of the facilities listed in Schedule A is delivered to, or manufactured by the Contractor for the Government's account, it shall become and remain the property of the Government, and title thereto shall vest in the Government. The Government hereby grants to the Contractor the right to use, without the payment of rental therefor, such facilities in connection with the work herein contracted for and, subject to the written approval of the Contracting Officer, for any additional work for which the Government may contract.

The Contractor agrees, at the Contractor's expense, to keep the facilities in good operating condition and repair and to make repairs and replacements to the extent that the responsibility for such repairs and replacements is due to wear and tear resulting from operational activities. The Contractor shall not be liable for loss or destruction of or damage to the facilities which occurs, damage or destruction results from failure to perform the duty imposed by the present or sentence or from willful misconduct or failure to exercise due faith on the part of the Contractor's corporate officers or other representatives having supervision or direction of the operation of the whole of the Contractor's business or of the whole of any plant operated by the Contractor in the performance of this contract.

(c) Each item of all facilities shall be suitably marked with an identifying number or label, indicating that such item is the property of the Government. Upon the completion of the installation of all such facilities, the Contractor shall submit to the Contracting Officer a detailed inventory of all such facilities, including a description of the satisfactory work of each item installed in the field.

(d) The Contractor shall not be responsible for damages to property of the Contractor or persons, injuries to the Contractor's officers, agents, or employees, or other persons on the premises or facilities or loss of work of the Contractor arising from or incident to the use of the facilities. The Contractor shall save the Government harmless from any and all such claims, damages, or liabilities, including in this paragraph shall be deemed to be the liability of the Government to its own employees.

(e) The Contracting Officer or his duly authorized representative shall, at all times, have access to the Contractor's building or buildings, wherein any of the facilities are situated, for the purpose of inspecting or inventoring such facilities or of removing them upon the completion or termination of this contract, subject to the provisions of paragraphs (g) and (h) hereof.

(f) The Contractor shall not remove, sublease or otherwise part with the possession of any of the said facilities from the plant without first obtaining the written consent of the Contracting Officer. The Contractor shall not transfer, pledge or assign any of the said facilities in any manner, to any third person, either directly or indirectly, and the Contractor shall not do or suffer anything to be done whereby any of the said facilities shall or may be seized, taken in execution, attached, destroyed or injured. Violation of the provisions of this paragraph or of paragraph (b) shall entitle the Government forthwith to enter upon the premises of the Contractor and remove the facilities therefrom.

(g) Within six (6) months after the completion or termination of this contract or any other contract entered into between the Government and the Contractor for the performance of which such facilities will be used, the Government may serve on the Contractor a written notice of its intention to remove such facilities from the Contractor's plant. Within ninety (90) days after receipt of such notice the Contractor shall dismantle and prepare the facilities for shipment at the Government's expense, and thereupon the Government shall remove the facilities from the Contractor's plant at the Government's expense.

(h) During the period prior to the receipt of such notice, or the expiration of six (6) months after the completion or termination of this contract and of all other contracts entered into between the Government and the Contractor for the performance of which such facilities will be used, whichever happens first, the Contractor shall retain such facilities in its plant, and when directed by the Contracting Officer, and subject to the availability of appropriate funds, place and maintain all such facilities in stand-by condition. Upon the presentation of duly certified invoices or vouchers therefor, and after approval of such invoices or vouchers by the Contracting Officer, the Government shall pay to the Contractor all expenses incurred by it as a result of placing and maintaining such special equipment in such stand-by condition, but such expense shall not include any charge for storage. In the event that the Contracting Officer does not, within said 6-month period, direct the return of said facilities, the Contractor shall have the right at the Government's expense to dismantle and prepare the facilities for shipment and thereafter to require the Government to remove the facilities from the Contractor's plant at the Government's expense.

(i) Upon the expiration of the six-month period referred to in paragraphs (g) and (h) above, and during which the Government has not served notice upon the Contractor of its intention to remove the said plant and facilities, the Contractor shall have the exclusive right to purchase all the right, title and interest in and to all or any part of the Government's plant and facilities for an amount equivalent to the cost of such plant and facilities installed, less an allowance for depreciation of 20% per annum for the period such facilities have been in use under this contract or any supplement thereto, or for an amount equivalent to the highest bona fide bid to the Government by any third party for the sale and removal of the Government's plant and facilities, whichever amount is the higher, or on such other terms as may be mutually agreed upon. In the event the Contractor elects to exercise the option as herein provided, written notice thereof shall be served upon the Government by the Contractor within thirty (30) days after said option becomes operative.

ARTICLE XIII - Insurance on Government-Owned Property

No insurance of any kind will be required or authorized on or in connection with property, legal title to which is in the United States, in the possession, care, custody, or control of Contractors or otherwise without the prior approval of the District Engineer, Manhattan District, or his duly authorized representative.

ARTICLE XIV - Reimbursement

In order to assist the Contracting Officer in carrying out the provisions of Sub-Section (c) of Section 403 of the Sixth Supplemental National Defense Appropriation Act (Title IV of Public Law 528 - 77th Cong.) the Contractor agrees to furnish, upon request, a certified statement on the form to be furnished by the Contracting Officer of actual costs incurred in the performance of this contract together with supporting data where required, and to include a like provision, in any subcontracts entered into for the performance of a portion of the work at the site of operations.

ARTICLE XV - Drawings and Specifications

(a) All drawings, designs, specifications, data and memoranda of every description and relating to the work or any part thereof are to become the property of the Government on completion thereof, subject to the right of the Contractor to retain duplicates thereof for use as records only, and the Government shall have the full right to use said drawings, designs, specifications, data and memoranda in any manner when and where the Government may designate without any claim on the part of the Contractor for additional compensation.

(b) All drawings, designs, specifications, data and memoranda of every description concerning the work shall be delivered to the Government whenever requested by the Contracting Officer; and, furthermore, access to such drawings, designs, specifications, data and memoranda as may contain classified information shall be restricted to trusted and duly authorized representatives of the Government and the Contractor, except as otherwise specifically authorized by the Government.

ARTICLE XVI - Officials Not to Benefit

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.

ARTICLE XVII - Covenant Against Contingent Fees

The Contractor warrants that he has not employed any person to solicit or secure his 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 fees. This warranty shall not apply to commissions, payable by contractors 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.

ARTICLE XVIII - Anti-Discrimination

(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

ARTICLE XIX - Disputes

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision in writing and mail a copy thereof to the Contractor at his address shown herein. Within 30 days from said mailing, the Contractor may appeal in writing to the Secretary of War, whose written decision or that of his designated representative or representatives thereon shall be final and conclusive upon the parties hereto. The Secretary of War may, in his discretion, designate and individual or individuals, other than the Contracting Officer, or a board as his authorized representative to determine appeals under this Article. The Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. The president of the board, from time to time, may divide the board into divisions of one or more members and assign members thereto. A majority of the members of the board or of a division thereof shall constitute a quorum for the transaction of the business of the board or of a division, respectively, and the decision of a majority of the members of the board or of a division shall be deemed to be the decision of the board or of a division, as the case may be. If a majority of the members of a division are unable to agree on a decision, or if within 30 days after a decision by a division, the board or the president thereof directs that the decision of the division be reviewed by the board, the decision will be so reviewed, otherwise the decision of a majority of the members of a division shall become the decision of the board. If a majority of the members of the board is unable to agree upon a decision, the president will promptly submit the appeal to the Under Secretary of War for his decision upon the record. A vacancy in the board or in any division thereof shall not impair the powers, nor affect the duties of the board or division nor of the remaining members of the board or division respectively. Any members of the board, or any examiner designated by the president of the board for that purpose, may hold hearings, examine witnesses, receive evidence and report the evidence to the board or to the appropriate division, if the case is pending before a division. Pending decision of a dispute hereunder, the Contractor shall diligently proceed with the performance of this

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contract. Any sum or sums paid to the Contractor under the provisions of this Article shall be paid by the United States as part of the cost of the articles or work herein contracted for and shall be deemed to be within the contemplation of this contract.

ARTICLE XI - Disclosure of Information

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 secret, confidential and restricted matter that may come to you or any person under your control in connection with the work under this contract, may subject you, your agents, employees, and subcontractors to criminal liability under the laws of the United States. (See Title I of an Act approved June 15, 1951, 58 Stat. 317; 50 U.S.C. 30-42), as amended by an Act approved March 23, 1950, 64 Stat. 240; and the provisions of an Act approved January 13, 1938, 52 Stat. 3; 50 U.S.C., Supp. V 45-45d), as supplemented by Executive Order No. 9835, dated March 22, 1940, 5 F.R. 1147 D.I. You shall cause a similar provision to be inserted in all subcontracts under this contract.

ARTICLE XII - Employment of Aliens

The Contractor will not permit any alien employed or to be employed by it or by a sub-bidder or subcontractor, to have access to the drawings, specifications and accessories and enclosures relating to the performance of this contract, or to the tools or materials referred to therein, or to engineering principles, construction, subassemblies, or assemblies which are vital to the functioning of one of the articles or articles forming the subject matter of this contract, without the written consent beforehand of the Secretary of War.

ARTICLE XIII - Plant Protection

The Contractor shall maintain in and about his plant, adequate plant protection devices and shall employ such watchmen, guards, and other personnel as the Contracting Officer may deem necessary to prevent espionage, sabotage and other malicious destruction or damage, and upon approval of the Contracting Officer, shall be reimbursed separately upon the submission of properly certified vouchers, for any expenses in addition to those originally contemplated, which are incurred at the direction of the Contracting Officer.

ARTICLE XIV - Dismissals

The Contractor, upon the request of the Contracting Officer, shall advise the Contracting Officer of any employee whose employment is deemed by the Contracting Officer to be a hazard to the safety of the plant. In the event any such employee or employee is reinstated upon request of the Contracting Officer, the Contractor shall be reimbursed the costs incident to such re-hiring, including back wages approved by the Contracting Officer.

ARTICLE XV - Assignment of Claims

Neither this contract nor any interest therein or claim thereunder shall be assigned or transferred by you to any other party or parties.

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ARTICLE XXV - Patents

(a) 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 this contract, the Contractor shall furnish the Contracting Officer with complete information thereon, and the Contracting Officer 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. 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 this contract.

(b) In view of the fact that the Contractor has not made an investigation as to the possibility of patent infringement, and both parties desire to avoid the delay incident to a patent investigation, it is agreed that the Government shall hold and save the Contractor harmless from liability of any nature or kind, including costs and expenses for infringement of patent rights arising in the performance of this contract.

(c) The Contractor shall promptly notify the Contracting Officer, in writing, of any and all claims of infringement of patent rights arising in the performance of this contract that may from time to time be brought to the attention of the Contractor, and in the event of litigation or account thereon, the Contractor shall assist the Government at the Government's expense, save for the services of employees of the Contractor, in furnishing such evidence as to the use of the patents and other matters of fact as may be required by the Government in such litigation.

(d) The Patent Adviser attached to the Office of Scientific Research and Development, Washington, D. C., will act as the representative of the Contracting Officer for the purpose of administering the provisions of this Article, unless another representative is appointed in writing by the Contracting Officer. It is understood, however, that such Patent Adviser shall not be considered a representative of the Contracting Officer for the purpose of making any financial commitments or incurring any financial obligations hereunder.

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ARTICLE XXVI - Termination at the Option of the Government

(a) The performance of work under this contract may be terminated by the Government in accordance with this Article in whole, or from time to time in part, whenever the Contracting Officer shall determine any such termination is for the best interests of the Government. Termination of work hereunder shall be effected by delivery to the contractor of a Notice of Termination specifying the extent to which performance of work under the contract shall be terminated, and the date upon which such termination shall become effective. If termination of work under this contract is simultaneous with, a part of, or in connection with, a general termination (1) of all or substantially all of a group or class of contracts made by the War Department for the same product or for closely related products, or (2) of war contracts at about the time of, or following, the cessation of the present hostilities, or any major part thereof, such termination shall only be made in accordance with the provisions of this Article, unless the Contracting Officer finds that the Contractor is then in gross or wilful default under this contract.

(b) After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall (1) terminate work under the contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portions of the work under the contract as may not be terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of any work terminated by the Notice of Termination; (4) assign to the Government, in the manner and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders or subcontracts so terminated; (5) settle all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Contracting Officer to the extent that he may require, which approval or ratification shall be final for all the purposes of this Article; (6) transfer title and, deliver to the Government in the manner, to the extent and at the times directed by the Contracting Officer (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in respect of the performance of, the work terminated in the Notice of Termination, and (ii) the plans, drawings, information and other property which, if the contract had been completed, would be required to be furnished to the Government; (7) use his best efforts to sell in the manner, to the extent, at the time, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in subdivision (6) of this paragraph; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser and (ii) may retain any such property at a price or prices approved by the Contracting Officer; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary or as the Contracting Officer may direct for protection and preservation of the property, which is in the possession of the Contractor and in which the Government has or may acquire an interest.

(c) The Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by

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reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit, and the Government shall pay the agreed amount or amounts. Nothing in paragraph (d) of this Article prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

(d) In the event of the failure of the Contractor and Contracting Officer to agree as provided in paragraph (c) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Government, but without duplication of any amounts agreed upon in accordance with paragraph (c), shall pay to the Contractor the following amounts:

(1) For completed articles delivered to and accepted by the Government (or sold or retained as provided in paragraph (b) (7) above) and not theretofore paid for, forthwith a sum equivalent to the aggregate price for such articles computed in accordance with the price or prices specified in the contract;

(2) In respect of the contract work terminated as provided by this Article, the total (without duplication of any items) of (i) the cost of such work exclusive of any cost attributable to articles sold or to be paid for under paragraph (d) (1) hereof; (ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b) (5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of work under this contract, which amounts shall be included in the cost on account of which payment is made under subdivision (i) above; and (iii) a sum equal to two per cent (2%) of the part of the amount determined under subdivision (i) which represents the cost of articles or materials not processed by the Contractor, plus a sum equal to eight (8) per cent of the remainder of such amount, but the aggregate of such sums shall not exceed six (6) per cent of the whole of the amount determined under subdivision (i), which, for the purpose of this subdivision (iii), shall exclude any charges for interest on borrowings;



(3) The reasonable cost of the preservation and protection of property incurred pursuant to paragraph (b) (9) hereof; and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this contract.

The total sum to be paid to the Contractor under subdivisions (1) and (2) of this paragraph (d) shall not exceed the total contract price reduced by the amount of payments otherwise made and by the contract price of work not terminated. Except for normal spoilage and to the extent that there shall be excluded from the amounts payable to the Contractor as provided in paragraph (d) (1) and paragraph (d) (2) (i), all amounts allocable to or payable in respect of property, which is destroyed, lost, stolen, or damaged so as to become undeliverable prior to the transfer of title to the Government or to a buyer pursuant to paragraph (b) (9) or prior to the 60th day after delivery to the Government of an inventory covering such property, whichever shall first occur.

(e) The obligation of the Government to make any payments under this article: (1) shall be subject to deductions in respect of (i) all unliquidated partial or progress payments, payments on account heretofore made to the Contractor, and unliquidated advance payments (ii) any claim which the Government may have against the Contractor in connection with this contract, and (iii) the price agreed upon or the proceeds of sale of any materials, supplies or other things retained by the Contractor or sold, and not otherwise recovered by or credited to the Government, and (2) in the discretion of the Contracting Officer, shall be subject to deduction in respect of the amount of any claim of any subcontractor or supplier whose subcontract or order shall have been terminated as provided in paragraph (b) (3) except to the extent that such claim covers (i) property or materials delivered to the Contractor or (ii) services furnished to the Contractor in connection with the production of completed articles under this contract.

(f) In the event that prior to the determination of the final amount to be paid to the Contractor as in this article, provided the Contractor shall file with the Contracting Officer a request in writing that an equitable adjustment should be made in the price or prices specified in the contract, for the work not terminated by the Notice of Termination, the appropriate fair and reasonable adjustment shall be made in such price or prices.

(g) The Government shall make partial payments and payments on account, from time to time, of the amounts to which the Contractor shall be entitled under this Article, whether determined by audit or otherwise, whenever in the opinion of the Contracting



Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder.

(h) For the purposes of paragraphs (d) (2) and (d) (3) hereof, the amounts of the payments to be made by the Government to the Contractor shall be determined in accordance with the Statement of Principles for Determination of Costs upon Termination of Government Fixed Price Supply Contracts approved by the Joint Contract Termination Board, December 31, 1943. The Contractor, for a period of three years after final settlement under the contract, shall make available to the Government at all reasonable times at the office of the Contractor all of its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract and in respect of the termination of work thereunder.

ARTICLE XXVII - Protection of Government's Interests.

At all times, the Contractor shall use its best efforts in all acts hereunder to protect and subserve the interest of the Government.

ARTICLE XXVIII - Option to Renew.

Upon receipt of written notice, delivered a reasonable time before the termination of this contract or any extension thereof, the Contractor agrees to execute supplemental agreements to this contract from time to time upon terms to be mutually agreed upon by the parties hereto, for the continuation of any part of the work to be performed hereunder as may be mutually agreed upon, provided, however, that the Contractor does not agree to execute any supplemental agreement or any series of supplemental agreements which will require the performance of any of the work hereunder beyond the period ending six (6) months after cessation of hostilities between the United States of America and Germany, Italy and Japan.

ARTICLE XXIX - Definitions.

(a) The term "Secretary of War" as used herein shall include the Under Secretary of War, and the term "his duly authorized representative" shall mean any person or board authorized by the Secretary of War to act for him other than the Contracting Officer.

(b) Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ARTICLE XXX - Alterations.

The following changes were made in this contract before it was signed by the parties hereto:

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

THE UNITED STATE OF AMERICA

BY E. A. Brinkman
E. A. BRINKMAN
Major, Corps of Engineer
Contracting Officer

Witnesses:

The Harshaw Chemical Co.
(Contractor)

(Address)

BY W. J. Harshaw
1945 1/2 97th St. Cleveland, O.
(Business Office)

W. J. Harshaw
83 Woodrow Ave. Bedford, O.
(Address)

I D. T. Perry certify that I am the Secretary of the Corporation named as Contractor herein; that W. J. Harshaw who signed this contract on behalf of the Contractor was then President of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this 14 day of July 1944

(Corporate Seal)

D. T. Perry
(Secretary)

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