

326-68-588
Box # 71
Folder # 13 (Harshaw
Chemical Co

CAO:AWH:mfy

August 17, 1953

Dr. G. E. Fernelius
The Harshaw Chemical Company - *eng-276*
P. O. Box 2266, Brooklyn Station
Cleveland 9, Ohio

Subject: TERMINATION OF PERIOD OF WORK PERFORMANCE

Dear Dr. Fernelius:

In accordance with Article VII, Paragraph 1, of Contract W-7405 ENG-276, the Commission is hereby giving notice of its election to terminate the period of work performance provided for under Article I of the aforementioned contract. The termination shall be effective upon the occurrence of either of the two following events:

1. Conversion to the extent practicable of all *UF* materials to orange oxide.
2. Direction by the Commission to discontinue further processing.

It is requested that the accumulation of additional charges against existing work orders be referred to this office for prior approval.

Very truly yours,

RECEIVED
A. W. Hermann
Authorized Representative
U. S. Atomic Energy Commission
AUG 20 1953
U. S. ATOMIC ENERGY COMMISSION

CC: R. J. Smith, Jr., NYOO ✓
M. F. Pofcher, NYOO

*For File
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B. Hall*

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FOA
THIS AMENDMENT, entered into as of the 19th day of March, 1953, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission"), and THE HARSHAW CHEMICAL COMPANY (hereinafter referred to as the "Contractor");

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WITNESSETH THAT:

WHEREAS, on the 27th day of May, 1944, effective as of the 5th day of January, 1944, the Government and the Contractor entered into Contract No. W-7405-Eng-276 for the design, equipping, and operation of a plant; and

WHEREAS, this contract has heretofore been amended from time to time; and

WHEREAS, the parties hereto desire to amend this contract to change certain production schedules and certain per pound compensations for the two-month period commencing February 1, 1953, and to establish per pound compensations for the period commencing on April 1, 1953 and ending on June 30, 1953; and

WHEREAS, this amendment is authorized by law, including the Atomic Energy Act of 1946 and Executive Order No. 9816 dated December 31, 1946, and is in the interest of the common defense and security;

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

1. Paragraph 3-L of Article I is revised to read as follows:

"3-L. The item to be produced under paragraph 1. of this Article during the period commencing on February 1, 1953 and ending on March 31, 1953, is Chemical JH-6. The quantity of such production shall be as set forth in subdivision 'S' of the aforesaid Secret Letter. In full and complete compensation (except as otherwise provided in this contract) for the Contractor's undertakings and performance under this contract during this period, the Government shall make payment to the Contractor for Chemical JH-6 so produced in accordance with the provisions of subdivision 'S' of the aforesaid Secret Letter. The period February 1, 1953 to March 31, 1953 shall be deemed to be the next consecutive three-month period subsequent to the period October 1, 1952 to January 31, 1953, as the term 'three-month period' is used in paragraph 4. of this Article I."

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and 4. of Article I:
"3-M. The item to be produced under paragraph 1. of this Article during the period commencing on April 1, 1953 and ending on June 30, 1953, is Chemical JH-6. The quantity of such production shall be as set forth in subdivision 'T' of the aforesaid Secret Letter. In full and complete compensation (except as otherwise provided in this contract) for the Contractor's undertakings and performance under this contract during this period, the Government shall make payment to the Contractor for Chemical JH-6 so produced in accordance with the provisions of subdivision 'T' of the aforesaid Secret Letter."

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

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

Witnesses:

/s/ H. B. Fry
Manager
New York Operations Office

/s/ Joanne J. Wollpert
1586 Douglas Rd., Wickliffe, Ohio
(Address)

/s/ Doris L. Eden
2036 E. 100th St., Cleve. 6, Ohio
(Address)

THE HARSHAW CHEMICAL COMPANY

By: /s/ G. R. Fernelius

Title: Manager - Plant "C"

I, William H. Brown, certify that I am the Assistant Secretary of the corporation named as Contractor herein; that G. R. Fernelius who signed this amendment on behalf of the Contractor was then Manager - Plant "C" of said corporation; that said amendment 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.

(Corporate Seal)

/s/ William H. Brown

X

SUPP. 67

SUPP. 68

SUPP. 69

SUPP. 70

SUPP. 71

SUPP. 72

SUPP. 73

SUPP. 74

SUPP. 84

THIS AMENDMENT, entered into on the 14th day of December, 1952, effective as of the 1st day of July, 1952, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission"), and THE HARSHAW CHEMICAL COMPANY (hereinafter referred to as the "Contractor");

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WITNESSETH THAT:

WHEREAS, on the 27th day of May, 1944, effective as of the 5th day of January, 1944, the Government and the Contractor entered into Contract No. W-7405-Eng-276 for the design, equipping, and operation of a plant; and

WHEREAS, this contract has heretofore been amended from time to time; and

WHEREAS, the parties desire to amend this contract to change certain production schedules and certain per pound compensations for the three-month period commencing July 1, 1952, and to provide for certain other changes, all as hereinafter provided; and

WHEREAS, this amendment is authorized by law, including the Atomic Energy Act of 1946 and Executive Order No. 9816 dated December 31, 1946, and is in the interest of the common defense and security;

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

1. Paragraph 3-J of Article I is revised to read as follows:

"3-J. The items to be produced under paragraph 1. of this Article during the period commencing on July 1, 1952 and ending on September 30, 1952 are Chemicals CR-15 and CR-16. The quantities of such production shall be as set forth in subdivision 'Q' of the aforesaid Secret Letter. In full and complete compensation (except as otherwise provided in this contract) for the Contractor's undertakings and performance under this contract during the said three-month period, the Government shall make payment to the Contractor for Chemicals CR-15 and CR-16 so produced in accordance with the provisions of subdivision 'Q' of the aforesaid Secret Letter."

2. In paragraph 4 of Article IX, substitute the amount "One Million One Hundred Thirty-Four Thousand Dollars (\$1,134,000.00)" for the amount "Sixty Thousand Dollars (\$60,000.00)".

... as of the day and year first above written.

UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: /s/ H. B. Fry
Acting Manager
New York Operations Office

Witnesses:

/s/ Deris L. Eden
2036 E. 100th St.
(Address)

/s/ Joanne J. Wollpert
1586 Douglas Rd.
(Address)
Wickliffe, Ohio

THE HARSHAW CHEMICAL COMPANY

By: /s/ G. R. Fernelius
Title: Manager, Plant "C"

I, William H. Brown, certify that I am
the Assistant Secretary of the corporation named as
Contractor herein; that G. R. Fernelius who signed this amendment
on behalf of the Contractor was then Manager of Plant "C" of said
corporation; that said amendment 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.

(Corporate Seal)

X

/s/ William H. Brown

OUT. 1 SUPP. 12
S.J.P. 6
SUPP. 6H

THIS AMENDMENT, entered into as of the 1st day of April, 1952, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission"), and THE HARSHAW CHEMICAL COMPANY (hereinafter referred to as the "Contractor");

WITNESSETH THAT:

WHEREAS, on the 27th day of May, 1944, effective as of the 5th day of January, 1944, the Government and the Contractor entered into Contract No. W-7405-Eng-276 for the design, equipping, and operation of a plant; and

WHEREAS, this contract has heretofore been amended from time to time; and

WHEREAS, the parties hereto desire to amend this contract to change certain production schedules and certain per pound compensations for the three-month period commencing April 1, 1952, as hereinafter provided; and

WHEREAS, this amendment is authorized by law, including the Atomic Energy Act of 1946 and Executive Order No. 9816 dated December 31, 1946, and is in the interest of the common defense and security;

NOW, THEREFORE, the parties hereto do mutually agree as follows with respect to Contract No. W-7405-Eng-276, as previously amended:

1. Paragraph 3-I of Article I is revised to read as follows:

"3-I. The items to be produced under paragraph 1. of this Article during the period commencing on April 1, 1952 and ending on June 30, 1952 are Chemicals CR-15 and CR-16. The quantities of such production shall be as set forth in subdivision 'P' of the aforesaid Secret Letter. In full and complete compensation (except as otherwise provided in this contract) for the Contractor's undertakings and performance under this contract during the said three-month period, the Government shall make payment to the Contractor for Chemicals CR-15 and CR-16 so produced in accordance with the provisions of subdivision 'P' of the aforesaid Secret Letter."

THIS AMENDMENT, entered into as of the 31st day of March, 1952, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter referred to as the "Commission"), and THE HARSHAW CHEMICAL COMPANY (hereinafter referred to as the "Contractor");

WITNESSETH THAT:

WHEREAS, on the 27th day of May, 1944, effective as of the 5th day of January, 1944, the Government and the Contractor entered into Contract No. W-7405-Eng-276 for the design, equipping, and operation of a plant; and

WHEREAS, this contract has heretofore been amended from time to time; and

WHEREAS, the parties hereto desire to amend this contract to change certain production schedules and certain per pound compensations for the months of February and March, 1952, and to establish the per pound compensations for the three-month period commencing April 1, 1952, and to otherwise amend this contract, all as hereinafter provided; and

WHEREAS, this amendment is authorized by law, including the Atomic Energy Act of 1946 and Executive Order No. 9816 dated December 31, 1946, and is in the interest of the common defense and security;

NOW, THEREFORE, the parties hereto do mutually agree as follows with respect to Contract No. W-7405-Eng-276, as previously amended:

1. Paragraph 3-G of Article I is revised to read as follows:

"3-G. The items to be produced under paragraph 1. of this Article during the period beginning on February 1, 1952 and ending on February 29, 1952 are Chemicals CR-15 and CR-16. The quantities of such production shall be as set forth in subdivision 'N' of the aforesaid Secret Letter. In full and complete compensation (except as otherwise provided in this contract) for the Contractor's undertakings and performance under this contract during the said one-month period, the Government shall pay the Contractor the per pound price of Forty-six and One-quarter Cents (\$46.25) for each pound of Chemical CR-15 and CR-16 so produced. The Secret Appendix which bears the designation 'Appendix to Paragraph 3-G of Article I of U.S. Government Contract No. W-7405-Eng-276' is deleted."

2. Paragraph 3-H of Article I is revised to read as follows:

"3-H. The items to be produced under paragraph 1. of this Article during the period commencing on March 1, 1952 and ending on March 31, 1952 are Chemicals CR-15 and CR-16. The quantities of such production shall be as set forth in subdivision 'O' of the aforesaid Secret Letter. In full and complete compensation (except as otherwise provided in this contract) for the Contractor's undertakings and performance under this contract during the said one-month period, the Government shall pay the Contractor the per pound price of Forty-six and One-quarter Cents (\$.4625) for each pound of Chemical CR-15 and CR-16 so produced."

3. The following new paragraph is inserted between paragraphs 3-H and 4 of Article I:

"3-I. The items to be produced under paragraph 1. of this Article during the period commencing on April 1, 1952 and ending on June 30, 1952 are Chemicals CR-15 and CR-16. The quantities of such production shall be as set forth in subdivision 'P' of the aforesaid Secret Letter. In full and complete compensation (except as otherwise provided in this contract) for the Contractor's undertakings and performance under this contract during the said three-month period, the Government shall pay the Contractor the per pound price of Forty-nine and Three-quarters Cents (\$.4975) for each pound of Chemical CR-15 and CR-16 so produced."

4. The last sentence of paragraph 1. of Article VI is deleted.

5. Delete paragraph 17. of Article XI and substitute the following therefor:

"17. Severance Pay. Upon the expiration of the period of work performance set forth in paragraph 1. of Article I hereof or the termination of such period pursuant to Article VII hereof, whichever first occurs, and also upon any conversion to standby under Article II hereof, the Contractor shall be reimbursed under this paragraph, upon submission to the Commission of properly certified invoices or vouchers and such other evidence as is satisfactory to the Commission, for a proportionate share of the severance pay of all Contractor's salaried employees in said Plant C whose employment is severed as a direct result of such expiration, termination or conversion to standby, as the case may be. As used herein 'severance pay' shall mean: For service (in whole or in part as a salaried employee) with the Contractor of at least six months and not more than three years, two weeks' pay; for such service which exceeds three years and not in excess of twenty-five years, one week's pay for each year of service with the Contractor. If so severed during the vacation period (April 1 - September 30 until January 1, 1951 and thereafter January 1 - December 31), such employees are entitled to

ORIGINAL

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into the 24th day of January, 1951, by and between THE UNITED STATES OF AMERICA (hereinafter referred to as the "Government") and THE HARSHAW CHEMICAL COMPANY (hereinafter referred to as the "Contractor");

WITNESSETH, THAT:

WHEREAS, on the 27th day of May, 1944, effective as of the 5th day of January, 1944, the Government and the Contractor entered into Contract No. W-7405-eng-276 for the design, equipping and operation of a plant; and

WHEREAS, said contract has heretofore been amended from time to time concerning the contract period prior to July 1st, 1950; and

WHEREAS, certain lots of Chemical HL-7 produced and delivered prior to July 1st, 1950, under said contract as so amended have been found not to meet the contract specifications; and

WHEREAS, such lots of Chemical HL-7 are suitable for the use for which produced and the United States Atomic Energy Commission has determined that it is in the interest of the Government to accept said material; and

WHEREAS, the said Commission and the Contractor have mutually agreed upon a reduced price with respect to the production of said material; and

WHEREAS, the acceptance of said material at a reduced price is provided for in Section 6 of Article I of said contract as so amended; and

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

NOW, THEREFORE, the parties hereto do mutually agree as follows with respect to said Contract No. W-7405-eng-276, as heretofore amended concerning the contract period prior to July 1st, 1950:

1. The Government accepts a certain lot of material, viz: Lot No. 9H12-164 (covered by Contractor's invoice PLC-369 dated April 4, 1950) produced by the Contractor during the period commencing on October 1st, 1949, and ending on December 31st, 1949, in the Contractor's endeavor to produce Chemical HL-7 under said contract.

2. The reduced unit price to be paid, and payable, by the Government under said contract with respect to said production lot is \$0.2475 per pound of product.

3. The Government has furnished, and the Contractor has accepted, the material embraced in said production lot as feed material under said contract with like force and effect as though same constituted Chemical HL-7.

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

THE UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

By: /s/ H. B. Fry
Authorized Representative of the
U. S. Atomic Energy Commission

Witnesses as to execution
by Contractor:

THE HARSHAW CHEMICAL COMPANY

/s/ R. C. Wilson
1690 Hower Ave.
E. Cleve'd Ohio
(address)

By: /s/ Wm. D. Stillwell
Manager
Operational Statistics and Procedures
(Title)

/s/ C. A. Stewart
1310 E. 91st St.
Cleve'd Ohio
(address)

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