

Minutes of the Meeting of the Executive Committee of the Board of Trustees, University of Kentucky, March 24, 1944.

The Executive Committee of the Board of Trustees of the University of Kentucky met in the President's Office at 10:30 a.m., Friday, March 24, 1944. The following members were present: Judge Richard C. Stoll, R. P. Hobson, James Park, H. S. Cleveland and H. D. Palmore. President H. L. Donovan and Comptroller Frank D. Peterson were also present.

A. Approval of Minutes.

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1. Upon motion duly made and seconded, the minutes of the Executive Committee of February 25, 1944, were approved as published.

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B. Statement of President Donovan about Summer School.

President Donovan read the following statement concerning the operation of the summer school and method of paying for same, and requested advice from the Executive Committee:

Had the budget which the Governor recommended to the General Assembly been approved, it was our intention to recommend that the Summer Quarter be taken into the University financially. The University has always operated on a two semester basis (or three quarters since 1942) from the standpoint of its state appropriation. There has been a small sum of \$10,000 appropriated by the General Assembly for the Summer School (Summer Quarter), but all other expenses of this quarter have been paid out of student fees. This has resulted in a very unsatisfactory financial arrangement for the Summer School.

We are requesting your permission to make up the budget for this next year so as to include all professors, associate professors, assistant professors and instructors for the first summer term. For the second summer term, the Dean of the University will be expected to employ the minimum number of teachers that may be required to operate this term. This period is the term when we have the smallest attendance in the University and the number of teachers required to instruct students who are enrolled will probably be considerably less this year than we normally have used. If you approve of this plan, it will guarantee every member of the teaching staff now employed

for the academic year an extra month's salary, which at this time is very much needed by the members of the staff due to the increase in living costs and taxes.

Should the Governor recommend that the University be included in the call for a special session, and if the General Assembly should approve of the budget for the University recommended by the Governor at his regular session, we should like permission to employ all members of the teaching staff on a twelve months basis, if they so desire. If any member of the teaching staff prefers employment for three quarters only, this arrangement could be made with him.

The Executive Committee received the statement and informally directed the President to proceed as outlined in his statement.

### C. Discussion of the Wenner-Gren Aeronautical Research Laboratory and Contracts.

President Donovan stated to the Executive Committee that he had been interviewed concerning the operation of the Wenner-Gren Aeronautical Research Laboratory. He stated that the records show that the Laboratory was a gift to the University of Kentucky from the Viking Foundation, which Foundation is principally financed by Mr. Axel Wenner-Gren. The building was accepted by the University of Kentucky on July 12, 1940. It was a complete gift without conditions except the Laboratory was to be named in honor of Mr. Wenner-Gren. He stated that the University of Kentucky entered into a contract about October, 1940, with the Mawen Motor Corporation for the operation of the Laboratory. The University of Kentucky has, since April, 1941, made certain contracts with the Army Air Forces, Materiel Center, Wright Field, Dayton, Ohio; Pratt & Whitney Aircraft Corporation; and the State Highway Department and that all these records had been discussed by the Executive Committee previously. He stated these contracts and purchase orders appear to be of interest to some people. He stated that the documents and contracts are in various files of the Board of Trustees, and it would appear desirable to compile related papers. In order to make them more accessible to those who might be interested, he recommended that they be copied in the minutes.

The members of the Executive Committee discussed the matter pertaining to the Research Laboratory contracts, purchase orders, et cetera. They re-read some of the contracts, letters and documents. It was related that the College of Engineering could not finance the operation of such a large laboratory, and that the agreement had served to secure outside financial aid, that many students in the College of Engineering had received training in the laboratory, and much assistance had been received by the College of Engineering through the operation of the laboratory. Since the University of Kentucky participates financially to the extent of receiving all profits realized on University of Kentucky contracts, the Comptroller

was requested to secure a financial statement of the operations of the laboratory as relating to the contracts and purchase orders before the Committee.

The Comptroller related that he did have in his files a statement of expenditures and receipts on Government contracts by the Mawen Motor Corporation, showing a net loss, but had not received a statement on Pratt & Whitney contract other than invoices from the Mawen Motor Corporation. It was suggested that it would be well to have a complete statement from the Mawen Motor Corporation on all contracts to date.

The Executive Committee, after a discussion, accepted the President's request. Upon motion made, seconded and unanimously carried, they passed the following resolution:

Whereas, there appears to be sufficient interest in the documents concerning the operation of the Wenner-Gren Aeronautical Laboratory, and papers pertaining thereto, be it resolved that contracts, letters, and purchase orders are hereby re-approved, authorized, accepted, and ratified, and the Secretary is directed to cause to be copied in full in the minutes of this meeting, contracts, agreements, purchase orders and letters made, or written, and entered into by the University of Kentucky with any individual corporation or Government agency and that these documents shall be held in the files of the Secretary of the Board of Trustees.

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Note of Secretary of Committee. Memorandum of laboratory equipment and services furnished College of Engineering, operating costs, receipts and expenditures of Mawen Motor Corporation or Government agencies, transmittal letters, invoices, Government vouchers, general specifications for electric aircraft accessories, etc., have not been copied herein as they are thought to be routine documents and not of sufficient interest to warrant inclusion in detail. Such documents are on file.

UNIVERSITY OF KENTUCKY  
Lexington

College of Engineering  
Office of the Dean

July 20, 1940

Mawen Motor Corporation  
500 Fifth Avenue  
New York, New York

Dear Sirs:

Referring to our recent correspondence, we wish to confirm our understanding with you as follows regarding the operation and maintenance of the "Wenner-Gren Aeronautical Research Laboratory" which is now being constructed on our campus:

(1) We have shown you the plans and specifications for the laboratory and informed you generally as to the equipment to be installed therein.

(2) You are to have the exclusive use, in so far as you may require the same, of the laboratory and equipment (except Rooms 13 and 14 on the plan) for testing and developing aircraft, automotive and industrial internal combustion engines of conventional or unconventional design, whether such engines belong to you or such other persons as you may determine. The University is to have the exclusive use of Rooms 13 and 14 for engineering research, to the extent it may require the same for that purpose, but, if and to the extent that such rooms are not so used by the University, you shall have the right to use them in your testing and developing work as aforesaid.

(3) You are to pay all the servicing charges incurred in the operation of the laboratory building (such as electricity, water, etc.), excepting steam needed for steam heating purposes which will be supplied by the University's central heating plant.

(4) You are to pay all the necessary maintenance and operation expenses of the building and laboratory, including replacement and renovation costs of the equipment in the laboratory, and fire insurance. Title to any new equipment (as contrasted with equipment used for repair purposes) installed by you shall remain in you, and you shall have the right, in your sole discretion, to remove such new equipment, either in whole or in part, upon the termination or earlier cancellation of this agreement, without detriment to the building property.

(5) You are to employ, at your own expense, all the technical staff deemed by you necessary for the operation of the laboratory (which may include, with the consent of the Dean of the College of Engineering, such students of that College as may, in your opinion, be needed, subject to the approval of the Dean as to hours and rate of pay).

(6) There will be scheduled from time to time, under the supervision of the Dean of the College of Engineering and Professor A. J. Meyer of our faculty, research and testing courses (which will not interfere with your use of the laboratory) for the benefit of the curricula of that College, under the joint supervision and instruction of members of the faculty of the College and such members of your technical staff as you may select. Such training courses are to be limited to bona fide students of the College of Engineering.

(7) As part consideration for your agreement to operate and maintain the laboratory as set forth herein, the University agrees that you shall have the privilege of the laboratories and shops of the College of Engineering in carrying on your testing and developing work as aforesaid, provided such use does not interfere with the use of such facilities for the purposes of the University, it being understood that you will pay the costs of materials used and the technical services involved therein, whether received from, within or without the College personnel. If and when you exercise this privilege, you are to employ, if and to the extent you deem their services necessary, selected engineering students of the College with the approval of the Dean of the College.

(8) This agreement shall take effect on October 1, 1940, or on the date the laboratory and equipment are ready for operation, and is to continue for a period of ten years, provided, however, that you may, at any time, upon six months' written notice to the University, cancel this agreement, and thereupon at the end of such six months' period all your rights to use such laboratory and all your obligations to maintain and operate the same shall forthwith cease, subject, nevertheless, to your right to remove any new equipment you may have theretofore installed therein as stated in paragraph (4) hereof. It is understood that you may assign all of your rights and obligations under this agreement to another person, firm or corporation, with the consent of the University, which consent shall not be unreasonably withheld.

If the foregoing correctly sets forth our understanding, kindly so indicate by signing the enclosed carbon copy of this letter and returning it to us.

Very truly yours,

UNIVERSITY OF KENTUCKY

(Signed)

By Richard D. Stoll  
Chairman of its Executive  
Committee

Dated: Sept. 5, 1940.

The foregoing correctly sets forth our understanding.

MAWEN MOTOR CORPORATION

(Signed) By Geo. Carlson  
President.

\* \* \* \*

October 7, 1940

Mawen Motor Corporation  
500 Fifth Avenue  
New York, New York

Dear Sirs:

Referring to our letter to you, dated July 20, 1940, and accepted by you, wherein you agreed, upon the terms and conditions set forth in our letter, to pay the operating costs of the aeronautical laboratory which has been donated to this University by the Viking Foundation and is now in the process of construction, we wish to advise you that there have been certain changes in the plans and specifications of the laboratory from those referred to in our letter of July 20, 1940, and, in particular that the used floor space of the laboratory has been increased, (although the outside dimensions of the laboratory building remain substantially unchanged) and rooms 13 and 14 referred to in paragraph (2) of our letter are to have installed therein dynamometers for testing engines.

Will you kindly, by signing the carbon copy of this letter and returning it to us, confirm the fact that such changes do not in any way nullify our agreement as set forth in our letter of July 20, 1940, and that you still agree to pay the operating costs of such laboratory, all as set forth in our said letter.

Yours very truly,

UNIVERSITY OF KENTUCKY

By (Signed) James H. Graham

Dated, 1940

The foregoing changes are acceptable to us, and we hereby confirm our agreement with you as set forth in your letter of July 20, 1940.

MAWEN MOTOR CORPORATION  
(Signed) By Geo. Carlson  
President.

January 13, 1941

Lt. Col. E. R. Page  
Air Corps, United States Army  
Materials Division  
Wright Field  
Dayton, Ohio

My dear Colonel Page:

In accord with our conference here on January 3, 1941, and your inspection of the laboratories of this College, especially the Wenner-Gren Aeronautical Research Laboratory, we offer to undertake such research studies or projects which you may desire to assign to this College and which may be agreed mutually as being within the scope and limitations of our laboratories and of our ability to render you a proper performance.

In submitting this offer, it is the desire and the interest of the College to utilize its facilities to the utmost in the defense program, through really effective research work in aeronautics and metallurgy and also in the advanced training of technical personnel; and we feel that there exists no more effective way of attaining this objective than through a sympathetic cooperation with the efforts of your department at Wright Field.

As we understand your procedure in general, you will present to the College, from time to time, a series of research problems or projects with outline specifications and the major objective of each project and then we in turn will submit for your final approval and authorization our statement of the gross costs involved in the execution of each particular project, together with our acceptance of its execution.

Confirming my verbal statements to you, the Wenner-Gren Laboratory, a part of the College of Engineering, University of Kentucky, while under my general supervision as Dean of the College, will be under the direct charge and management of our Professor A. J. Meyer, whom you know through past associations. Furthermore, this particular laboratory was first conceived and planned prior to the inauguration of the defense program. Therefore, in order to provide for the costs of maintenance and operation of such a laboratory, the University entered into a contract with the Mawen Motor Corporation for use in their program of development work and this Company has purchased and installed the 150 H.P. electric cradle dynamometer and one of the inductor type dynamometers and the accessory equipment directly necessary therefor. The building and all other equipment planned and installed is a gift of the Viking Foundation to the University.

Professor Meyer and I estimate that the Wenner-Gren Laboratory, as it is now equipped, is of sufficient capacity to carry with proper management and selection at least twelve research tests or projects concurrently. In light of present conditions and prospects, we also estimate that the Mawen Motor Corporation will need to carry at least three to five tests or projects at any one time

during the next twelve months. Therefore, I believe we can carry the two projects you mentioned and probably four additional ones of equal scope without interruption or cramping. I may add here that the Mawen operation and personnel will be entirely under control and management of Professor Meyer. I may also state frankly and without reservation that I believe the more you and your associates observe and inspect the Mawen projects and their future development, the more satisfied they will be for their's is likewise a research or development problem, which they are carrying forward with considerable faith and at their own cost. While I am not an authority, I have gradually grown a considerable faith in their project from personal observation and now believe it holds considerable future possibilities, if properly handled.

I am sending you, under separate cover, another set of descriptive plans of the Wenner-Gren Laboratory and attached hereto, for your information and records, an extract of the minutes of the Board of Trustees of the University which contains the Viking Foundation's offer to the University, the terms of my Agency to act for the Foundation, and the Mawen contract with the University.

You will note that the Foundation's offer was without any reservations or restrictions whatever, except as to the funds involved. Some two months after the acceptance of the Foundation's offer and in anticipation of the events and the needs that are now with us, the Foundation authorized me to complete the extension of the present building and to equip completely the large dynamometer room and the two vacant small dynamometer rooms and to add other important features, all at an additional estimated cost of \$70,000, which sum has been paid to me and expended by me personally.

As stated heretofore, the Mawen contract is the University's method of financing the maintenance and operation of the laboratory. It antedated the inauguration of the Defense program and we trust it will continue after that program is consummated, as it is manifest that an engineering college of our size cannot operate such a laboratory without outside financial aid.

In conclusion, I can say that after your visit I discussed the whole situation with Judge Richard C. Stoll, Chairman of the Executive Committee of the Board of Trustees of the University, and he stated that he was willing for me, as Dean, to allocate and distribute all items of operating and personnel costs involved on behalf of the University, and I believe the Mawen Motor Corporation will concur likewise and will abide by my judgment in all such matters.

I am glad exceedingly for the opportunity of meeting you and thank you for making us the visit and hope that future developments will bring you here often.

I will present you, in another letter, some further ideas concerning the technical training program, for your consideration.

Yours truly,  
(Signed) James H. Graham, Dean



March 18, 1941

Mawen Motor Corporation  
500 Fifth Avenue  
New York, New York

Dear Sirs:

Under date of July 20, 1940, this University addressed a letter to you prescribing the terms and conditions for the exclusive use by you of certain "stipulated facilities" of the Wenner-Gren Aeronautical Research Laboratory and this letter, accepted by you, has been what may be termed an "operating and maintenance contract" between you and the University. Under date of January 13, 1941, the University addressed a letter to Colonel E. R. Page, Air Corps, United States Army, offering to perform research studies or projects for that Corps, which might be within the scope of the Laboratory and its personnel. A copy of this letter has been given you. In view of this letter and the possible developments thereunder during the immediate future, we feel that a plan or operating procedure should be formulated for the Laboratory and therefore suggest as follows:

1. If and when the Air Corps, United States Army, or any other similar Agency of the United States of America, shall offer to the University of Kentucky, a research problem or project, which may be within the scope of the Wenner-Gren Aeronautical Research Laboratory, in whole or in part, and which shall not be declared or designated by the said Corps or other Agency as being of a confidential or secret nature, then Professor A. J. Meyer shall prepare therefor a schedule of operating procedure within the laboratories and a detailed estimate of costs of the entire problem or project, including the costs of all labor materials, service charges, etc., and shall submit these entire, through Col. James H. Graham, Dean of the College of Engineering, to the Board of Trustees of the University and to the President of the Mawen Motor Corporation for approval. When and as the aforesaid problem or project has been authorized finally by the said Corps or other similar Agency for execution, then all procedure in connection therewith shall be regulated and distributed and payment of funds derived therefrom shall be disbursed, in full accord with the aforesaid schedule and estimate of costs.

2. If and when the Air Corps, United States Army, or any other similar Agency of the United States of America, shall offer to the University of Kentucky a research problem or project, which may be within the scope of the Wenner-Gren Aeronautical Research Laboratory, in whole or in part, and which shall be declared or designated by the said Corps, or other similar Agency, to be of a confidential or secret nature, then Professor A. J. Meyer shall prepare a schedule of operating procedure within the laboratories and a detailed estimate of costs of the entire problem or project, including the costs of all labor, materials, service charges, etc., but shall submit only the lump sum of the estimated costs thereof,

through Col. James H. Graham, Dean of the College of Engineering, to the Board of Trustees of the University and to the President of the Mawen Motor Corporation for approval in lump sum, declaring therewith the problem or project to be of a confidential or secret nature. When and as the aforesaid problem or project has been authorized finally by the Corps or other Agency for execution, then Professor A. J. Meyer shall report the distribution of costs in lump sum and without a description of the process, through Col. James H. Graham, Dean of the College of Engineering, to the Board of Trustees of the University and to the President of the Mawen Motor Corporation for approval and all funds derived or received from the execution thereof shall be disbursed accordingly.

3. When and as the Air Corps, United States Army, or any other similar Agency of the United States of America, shall authorize for execution within the Wenner-Gren Aeronautical Research Laboratory any research problem or project declared or designated by the said Corps or other similar Agency to be of a confidential or secret nature, then all personnel, including engineering students, connected with the execution of the problem or project, directly or indirectly, shall be approved by the Dean of the College of Engineering, Professor A. J. Meyer and the authorized representative of the aforesaid Corps or other similar Agency, and a safe place shall be provided for the care of all documents, records, plans and other data connected therewith and these shall be under the direct charge of Professor A. J. Meyer or the authorized representative of the Corps or other similar Agency, if such be stipulated, at all times.

4. The aforesaid suggestions are not intended to interfere with or to direct your regular or routine schedule of laboratory operation as defined in letter of July 20, 1940; but are intended rather to prescribe a procedure to be followed during the emergency when and as the Air Corps, United States Army, or other similar Agency of the United States of America, may offer research projects to the University direct, and applicable only during the term of execution of such offerings.

5. The aforesaid letter of January 13, 1941, stated that the operation of the Wenner-Gren Aeronautical Research Laboratory shall be operated under the direction of our Professor A. J. Meyer. It should be further understood between us, that if and when Professor A. J. Meyer is not thus available, for any reason, then we shall agree as to a substitute or a successor, who shall be acceptable to and approved by the Board of Trustees of the University as a member of the faculty of the College of Engineering of the University of Kentucky.

Yours truly,

(Signed) James H. Graham  
Dean

March 22, 1941

Accepted:

MAWEN MOTOR CORPORATION  
(Signed) By Geo. Carlson, President.

April 5, 1941

E. R. Page, Lieutenant Colonel,  
Air Corps, United States Army  
Materiel Division  
Wright Field  
Dayton, Ohio

My dear Colonel Page:

When you inspected our laboratories here early last January with the thought of assigning some research problems to this College, you questioned me concerning operating conditions if and when any of the problems so assigned should be of a secret or confidential nature. I answered you that all such work and operation would be in direct charge of Professor A. J. Meyer and you replied that you knew him well and that it would be all right.

Under date of January 20, 1941, I received a blue print resume of your visit with us - Serial No. EXP - M-57-518-54 and Reference - E. O. R. 57. As this contained a few very minor discrepancies, I forwarded to you copies of the Viking Foundation Offer, of my Agency therefor, and of the operating and maintenance contract for the Wenner-Gren Laboratory as executed between the University of Kentucky and the Mawen Motor Corporation of New York, together with a personal resume of the transactions.

However, it occurred to me afterwards that you might desire an undertaking of a more defined operating procedure and therefore I drafted, in letter form, such a procedure, which I felt would cover the entire situation and addressed same to the Mawen Motor Corporation. I herewith enclose a copy of this letter, which has been subscribed to and signed by the Corporation in due form, for your information and files. In effect, this arrangement places the regulating procedure for the Laboratory within your jurisdiction at your discretion. If you desire a signed copy of this letter, we will furnish it.

Yours truly,

(Signed) James H. Graham  
Dean

UNIVERSITY OF KENTUCKY  
Lexington

College of Engineering  
Office of the Dean

April 12, 1941

President Thomas Cooper  
University of Kentucky

My dear President Cooper:

This letter is merely to inform you concerning the present status of the proposed research contract between the University and the Air Corps, U.S.A. You will remember that the Air Corps at Wright Field approached us last January about a number of research projects to be done within the laboratories of this College, and especially within the Wenner-Gren Laboratory. In due course, we submitted one proposal as a pioneer effort.

I am now informed that the procedure has been worked out by the Air Corps and that we may receive soon the formal contract for execution. If this occurs prior to the next meeting of the Executive Committee, I can assure you that the cost estimates included therein are safe and reasonable, and I herewith recommend that the contract be approved.

Yours truly,

(Signed) James H. Graham  
James H. Graham  
Dean

U.S. Standard Form 33 (Revised)  
Approved by the Secretary  
of the Treasury  
January 17, 1939

Invitation No. W535AC-19115  
Contract No. 41-9825

INVITATION, BID, AND ACCEPTANCE  
(Short Form Contract)

CVR:MO/FJK:rel.

War Dept., Air Corps, Materiel Division, Office of Contracting Officer,  
Wright Field, Dayton, Ohio April 15, 1941

CIRCULAR 41-1910

INVITATION

Sealed bids, in triplicate, subject to the conditions on the reverse hereof, will be received at this office until 10:00 o'clock a.m., E.S.T. APRIL 28, 1941, and then publicly opened, for furnishing the following supplies, and/or services, for delivery at F.O.B. WRIGHT FIELD, Dayton, Ohio.

(Signed) Ennis McCall  
ENNIS McCALL, 1st Lt., A.C.  
Contracting Officer.

Item No.	Articles of Services	Quantity	Unit	Unit Price	Amount	
					Dols.	Cts.

TESTS, OIL, AIRCRAFT ENGINE

Bids on articles advertised under this Circular Proposal are requested based on delivery F.O.B. WRIGHT FIELD, Dayton, Ohio.

For description, other terms and conditions, see Continuation Schedule, Sheets 2, 3, 4, 5, 6

PROCUREMENT AUTHORITY. The supplies and/or services to be obtained by this instrument are authorized by, are for the purpose set forth in and are chargeable to the following Procurement Authority; the available balance of which is sufficient to cover cost of same:

AC 11 P 71-1381 A 0705-01

\$11817.

Address all invoices to Finance Officer, Wright Field, Dayton, Ohio, who is hereby designated to make payment.

AUTH. FOR PURCHASE: 185881 dated 3-14-41 - Power Plant Lab.- Misc.  
Chg. 532-1-31 (06-A) - Proj. 71.-2 - Item 532-1 -  
Lot 20596.

(Cont. on Sheet 3)

BID

April 22, 1941

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 10 calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) as specified and, unless otherwise specified within 165 calendar days after receipt of order.

Discounts will be allowed for payment as follows: .....  
 percent 10 calendar days; ..... percent 20 calendar days;.....  
 percent 30 calendar days.

Bidder University of Kentucky Address Lexington, Kentucky

(Signed) University of Kentucky  
 By Richard C. Stoll Title Chairman, Executive Committee  
 (Signature of person authorized to sign this bid) of Board of Trustees

ACCEPTANCE BY THE GOVERNMENT

May 3, 1941

Accepted as to items numbered 1, 2, 3 and 4 in the amount of \$11,817.

Name Ennis McCall, 1st Lt. A.C. Title Contracting Officer

#### CONDITIONS

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.
2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby; Provided, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the Government for any excess cost occasioned the Government thereby; Provided, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts

when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.

5. 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 unless it be made with a corporation for its general benefit.

6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid and are paid by the contract on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

7. Unless otherwise specified by the bidder, it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to a contract awarded as a result of this bid.

## INSTRUCTIONS TO BIDDERS

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will, upon request, be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelops containing bids must be sealed and marked on the upper left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.
5. For further instructions read U.S. Standard Form 22 (Instructions to Bidders).

## INSTRUCTIONS TO CONTRACTING OFFICERS

1. If shipment is made by Government bill of lading, observe consolidated classification requirements so as to secure the lowest rate applicable.
2. Although this form meets the requirements of a formal contract (R.S. 3744), if the execution of a formal contract with bond is contemplated U.S. Standard Forms 31 and 32 should be used.
3. If there is not sufficient space on the schedule to list all of the items, insert at the bottom of the schedule "Continued on ..... sheets of U.S. Standard Form 36", and use that form also.
4. If it is definitely known that final acceptance cannot be accomplished within 10 or 20 days from date of delivery due to necessity for tests or analyses which cannot be accomplished within that time, delete, before issuance, the discount provision relating to 10 calendar days or to both 10 and 20 calendar days. The provision relating to discounts may also be deleted when funds do not become available so that payment may be made within such time limits.
5. If the contract is likely to involve patent liability, the article on patents as contained in U.S. Standard Form 32 should be used.
6. If the contract provides for liquidated damages, the above Condition No. 4 should be deleted and there should be substituted therefor the article entitled "Delays--Liquidated Damages", quoted in Paragraph 5 of the directions on page 6, U.S. Standard Form 32, modified as follows: Delete "in Article 1", line 2, and if no bond is required, delete "and his sureties", lines 6 and 10; add the last sentence (definitions) of the above Condition No. 4.



CONTINUATION SCHEDULE FOR STANDARD FORMS 51 AND 53 (SUPPLIES)  
 ADDITIONAL CONDITIONS

(Applicable unless otherwise herein stated)

1. Increase or decrease: Unless otherwise specified, any variation in the quantities herein called for, not exceeding ten percent (10%), will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

2. Packing and Shipping Instructions (a) F.O.B. Contractor's Plant. The articles advertised will be delivered to the Government f.o.b. freight station of the transportation company at city of contractor's plant, packed, unless otherwise specified, as follows: Domestic Shipments in accordance with the current issue of the consolidated freight classification. Export Shipments in accordance with the current issue of U.S. Army Spec. 23-54 as of date of invitation. All shipments will be made on bills of lading to be furnished by the Government except when contractor's plant is located in the Metropolitan District of New York, N.Y., in which case Government bills of lading will not be furnished on Export Shipments but the successful bidder will make delivery f.o.b. Government or Commercial Docks and packages will be marked and bill of lading in accordance with instructions accompanying bills of lading furnished by the Quartermaster. Shipments originating in the vicinity of Philadelphia, Pa., may be forwarded delivered to railroad stations or steamship lines or delivered to Quartermaster, Philadelphia Q.M. Depot, Philadelphia, Pa., and Government bills of lading will not be furnished when contractor is directed to deliver to Philadelphia Q.M. Depot. Contract will be placed for delivery of articles at f.o.b. point designated by bidder in bid. Any excess costs involved in forwarding a shipment from a point other than the f.o.b. point indicated by bidder shall be borne by contractor.

(b) F.O.B. Destination. The articles advertised will be shipped direct by contractor to Government destinations on commercial bills of lading f.o.b. each destination at the expense of the contractor. Such articles scheduled for delivery to destination within the continental limits of the United States shall be packed for Domestic Shipment as required under Paragraph 2 (a) hereof, articles for delivery to destinations outside of the continental limits of the United States will be packed for Export Shipment in accordance with requirements stipulated in Paragraph 2 (a) hereof and will be shipped either to Ports of Embarkation or direct to overseas destination as indicated in the invitation for Bids.

Note (applicable to Paragraphs (2) (a) and (b): In event delivery is affected by contractor by methods other than rail transportation, such consignments shall be accompanied by shipping invoices or dray tickets showing contents of each shipment. All shipments shall be marked in accordance with the current issue of U.S. Army Spec. 100-2 as of date of invitation. Order Number and Item Number must be shown on each shipment.

3. Bills of Lading: Consignees for shipments and complete shipping instructions including markings for packages will be supplied in Government bills of lading furnished by the Government. Application forms for Government bills of lading (Mat.Div.AC26) will be furnished all contractors receiving contracts under this advertisement. In order to prevent shipping delays contractor will be required to give in complete detail all information solicited thereon. (Additional forms will be forwarded on request.) If bid is accepted based on delivery f.o.b. destination, all shipments will be made on commercial bills of lading, transportation costs prepaid, in which case no Government bills of lading will be furnished.

4. Inspection. (a) All material and workmanship shall be subject to inspection and test at all times and places and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Rejected articles, and/or articles requiring correction, shall be removed by and at the expense of the contractor promptly after notice to do so. If the contractor fails to promptly remove such articles and to proceed promptly with the replacement and/or correction thereof, the Government may, by contract or otherwise, replace and/or correct such articles and charge to the contractor, the excess cost occasioned the Government thereby, or the Government may terminate the right of the contractor to proceed as provided in Par. 4 "Conditions" on the reverse side of Std. Form 33 (revised) page 1, the contractor and surety being liable for any damage to the same extent as provided in said paragraph (4) for termination thereunder.

(b) If inspection and test, whether preliminary or final, is made on the premises of the contractor or subcontractor, the contractor shall furnish without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. Special and performance tests shall be as described in the specifications. The Government reserves the right to charge to the contractor any additional cost of inspection and test when articles are not ready at the time inspection is requested by the contractor.

(c) Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the contractor or subcontractor, it shall be at the expense of the Government except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Government for such materials or supplies as are not in accordance with the specifications. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefore shall be made at a proper reduction in price.

5. Specifications: Specifications herein referred to and specifications applicable are made a part of this Invitation and must be adhered to. ALL SPECIFICATIONS AND DRAWINGS MUST BE FILED WITH BID, OR IF PROPOSAL IS NOT SUBMITTED ALL DATA MUST BE IMMEDIATELY RETURNED.

6. Samples, Descriptive Data, Type Designation and Trade Name: In event bids are requested on articles not covered by written Government Specification, the Government at its option may request samples or descriptive data. If samples are required, failure to submit same will be cause for rejection of bid. Should descriptive data be requested, failure to submit data may be cause for rejection of bid. Trade name and type designation of articles proposed to be furnished will be supplied as requested in Invitation for Bids.

7. Approval Prior to Delivery: In case the Government should require delivery of article or articles for approval prior to production of articles under contract, same will be submitted under the following conditions:-

(a) The successful bidder shall deliver, all transportation costs prepaid to Headquarters, Materiel Division, Air Corps, Wright Field, Dayton, Ohio, and without cost to the Government, such articles as are designated in the advertisement, representative of articles to be furnished under the terms of contract, and pending approval of same no deliveries under the terms of the contract shall be made. In event that it is determined at time of award that first articles shall not be required the successful bidder will be so advised by notice in writing from the Contracting Officer and deliveries shall ensue as specified without regard to provision reference first article.

(b) The Government reserves the right and option to require the first articles as are designated in the advertisement of any contract complementing such Invitation for Bid, to be delivered to Wright Field, Dayton, Ohio, not later than the date designated for such delivery and inspection of such first articles shall be made at that point. In the event that the bidder quotes delivery f.o.b. destination, the delivery of such first articles shall be made at the expense of the contractor, otherwise at the expense of the Government. If first articles are required, they shall constitute the delivery of the first articles contracted for and in no sense shall they be regarded as samples. Said first articles shall comply with the contract requirements, shall be acceptable to the Government under the terms of such complementing contract and shall be determinative of contractor's ability to meet contract requirements. Pending acceptance of first said articles, the remaining like articles called for shall not be fabricated and/or produced. In the event that it is determined at time of award that first articles shall not be required, the successful bidder will be so advised by notice in writing from the Contracting Officer and deliveries shall ensue as specified without regard to provisions reference first articles. In event first articles are required under contract complementing this advertisement, the quantity indicated in the Invitation for Bids shall apply and be credited to the quota of Station nearest to Wright Field, Dayton, Ohio, and upon acceptance, same shall be shipped by the Government to its respective destination.

8. Engineering Data: In the event the advertisement requires successful bidder to furnish Engineering Data, same shall be provided without additional cost to the Government and shall consist of the following:

(a) One set of vandykes of bill of material covering the articles specified in items indicated in the advertisement, compiled in accordance with the current issue of U.S. Army Spec. 98-40038, as of date of invitation, or such additional data necessary to bring the bills of material previously furnished up to date.

(b) One set of vandykes of Class A drawings and parts lists covering the articles specified in items indicated in the advertisement, prepared in accordance with the current issue of U.S. Army Spec. 98-40103 as of date of invitation, or of such additional vandykes of drawings and parts lists necessary to bring those previously furnished up to date. Vandyke numerical list of drawings covering complete article and showing the last change identification shall be furnished regardless of whether such list has been furnished on a previous contract.

(c) One manuscript copy of Handbook of Instructions and Parts Catalog compiled in accordance with the current issue of Air Corps Spec. 40104 as of date of invitation. The Engineering Data called for shall be delivered prior to or on date of delivery of first articles under contract; costs prepaid to "Quartermaster, Wright Field, Dayton, Ohio, marked for "Air Corps Supply Officer."

9. Government-Furnished Material: In event the advertisement stipulates furnishing to successful bidder, Government-owned materials such articles specified will be delivered to contractor f.o.b. freight station of transportation company at city of contractor's plant.

The Air Corps Property Accountable Officer, Central District, Wright Field, Dayton, Ohio, is designated as the Officer to maintain the necessary property records in connection with contract resulting from the advertisement as contemplated by Par. 10, A.R. 35-6520.

Liability for Government Property: The contractor's liability for loss or damages to Government property delivered to it for installation in the articles contracted for, or for use in connection with the performance of contract, shall, unless otherwise specified, be that of a bailee under a mutual benefit bailment.

10. Taxes: (a) Applicable Federal Taxes.--Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid to the Government by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

(b) Inapplicable Federal Taxes.--Title IV of the Revenue Act of 1932 (47 Stat.169,259), as amended by section 4 of the act of June 16, 1933 (48 Stat.255),and section 401 of the act of August 30, 1935,(49 Stat.1014,1025), imposes Federal taxes upon certain specified articles sold in the United States by the manufacturer or producer, or imported into the United States, to be paid by the manufacturer, producer, or importer, but provides that no tax under this title shall be imposed with respect to the sale of any article for the exclusive use of the United States and that a credit against the tax or a refund may be allowed or made with respect to the sale of any article if such article was resold for the exclusive use of the United States and the manufacturer, producer, or importer has such evidence as the regulations of the Commissioner of Internal Revenue may prescribe.

Bids will be evaluated on a Federal-tax-exclusive basis, except that when this is not practicable they will be evaluated on a Federal-tax-inclusive basis. Therefore, bids are requested exclusive of Federal taxes from which exemption is granted or as to which a credit or refund is provided for by title IV of the Revenue Act of 1932 as amended. If the bid prices are exclusive of such taxes, or are inclusive of such taxes and the bidder agrees to the deduction of the amount thereof from the contract price and acceptance of tax-exemption certificates in lieu thereof, the bidder must show upon the face of his bid the amount of each such tax so included or excluded as to each item, so that a tax exemption certificate can be furnished him if his bid is accepted. If the bid as submitted does not show that such taxes are excluded and the bidder does not agree to their deduction if included, it will be presumed that the amount of all such taxes is included in the bid price, the bid will be evaluated accordingly, and if the bid is accepted no exemption certificate will be issued.

(c) State Taxes - To facilitate evaluation of bids no State or local taxes charged directly on the sale of goods should be included in bid prices, but whether or not included, the amount of such taxes should be shown in detail so that appropriate computation may be made to determine the low bid and whether exemption certificates should be issued, etc. The evaluation of bids will be on a tax-exclusive basis since such State or local sales tax is not chargeable to the Federal Government, and if the bid as submitted does not clearly show that any such tax is excluded or that the bidder consents to the deduction thereof in a stated amount or amounts, it will be presumed that the amount of the tax is included in the bid price, the bid will be evaluated accordingly, and if the bid is accepted no exemption certificate will be issued.

11. Sub-Contracts: No contract shall be made by the contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts, or work herein contracted for without the written approval of the Contracting Officer.

12. Unnecessary Riders: Bids responsive to this invitation are required. Deviations therefrom may result in rejection. Unnecessary "riders" merely duplicating conditions stated in the schedules or duplicating data entered on Standard Form 31 or Standard Form 33 serve no useful purpose are confusing and are not desired. Bidders, therefore, are cautioned not to incorporate same. Such a "rider" may likewise render a bid subject to rejection.

13. Bid Guaranty: Bids must be accompanied by security in the amount of twenty (20) per cent of the aggregate price of the bid unless bidder has on file with this office an Annual Bid Bond. If an Annual Bid Bond has been furnished, proper reference thereto should be made in the bid. See Paragraph 8, Standard Form 22 Standard Government Instructions to Bidders.

14. Changes. -Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. No change involving an estimated increase or decrease of more than Five Hundred Dollars shall be ordered unless approved in writing by the head of the department or his duly authorized representative. Any claim for adjustment under this article must be asserted within 10 days from the date the change is ordered, provided, however, that the Contracting Officer, if he determines that the facts justify such action, may receive and consider, and with the approval of the head of the department or his duly authorized representative, adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Par. 15 hereof. But nothing provided in this article shall excuse the contractor from proceeding with the contract as changed.

15. Disputes.-Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer, subject to written appeal by the contractor within 30 days to the head of the department concerned or his duly authorized representative, whose decision shall be final and conclusive upon the parties hereto. In the meantime the contractor shall diligently proceed with performance.

16. Payments. - The contractor shall be paid, upon the submission of properly certified invoices or voucher the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 per cent of the total amount of the contract.

17. Certificates with Invoices.-In lieu of note referred to on Standard Form 31, the following types of certificates must be executed by contractor in support of invoices, when and as applicable, as indicated in the invitation for bids. The prescribed certificate (s) shall be printed, stamped, typed or written on the invoice and must be signed (in original only) by the duly authorized representative of the concern billing. In cases where it is physically

impossible to include additional certificate (s) on the FACE of the voucher or invoice, the certificate (s) will be placed on the reverse of the voucher or invoice. Additional (separate) sheets for, duplicate or copies of, certifications only will not be accepted. Under no conditions shall the certificates on Government vouchers or on invoice forms to be attached to such vouchers, be signed in blank, any time prior to submission of the voucher or invoice. Certificates shall be prepared and executed after delivery or performance by the Claimant; certificates signed in blank at any time prior to submission, may result in a false claim against the Government, for which the person signing the certificate may be held liable under the law.

**VENDOR'S CERTIFICATES WHICH ARE APPLICABLE AS INDICATED IN THIS INVITATION:**

(a) General.-Under general contracts or agreements where the nature of the contract or agreement does not require additional certificate or certificates, the following certificate will be furnished:

"I certify that the above bill is correct and just, that payment therefor has not been received; that except as otherwise noted all of the articles, materials, and supplies furnished under contract or purchase order No. \_\_\_\_\_, if unmanufactured articles, materials, and supplies, have been mined or produced in the United States, and if manufactured articles, materials, and supplies, they have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, and that State or local sales taxes are not included in the amount billed."

(b) Certificate Inspection.-When awards are made f.o.b. contractor's plant, and shipped on Government Bills of Lading, without inspection at the plant, the following certificate shall be listed on the invoice, in addition to general certificate in (a) above:

"I further certify that the material meets all contract requirements as to quality and quantity."

(c) Reduction in wage rates.-Under contracts or agreements which provide that the Government is to receive the benefit of any reduction in wage rates, in addition to the general certificate ((a) above) the following certificate will be furnished:

"I certify that the United States received the benefit of reduction, if any, in the wage rate in accordance with the stipulations under the contract."

(d) Wages, rights, and hours of work.--Under contracts which contain certain stipulations required by law with respect to wages, rights, and hours of work of employees, in addition to the general certificate ((a) above) the following certificate will be furnished:

"I certify that the stipulations required by law and/or under contract, etc., with respect to wages, rights, and hours of work of employees have been complied with."

Examples: The labor stipulations in the acts of July 5, 1935 (49 Stat. 449) June 30, 1936 (49 Stat. 2036); and April 26, 1937 (50 Stat. 87).

(e) Decline in market price.--Under contracts or agreements which provide that the Government is to receive the benefit of any decline in market price, in addition to the general certificate ((a) above) the following certificate will be furnished:

"I certify that the United States received the benefit of decline, if any, in the market price in accordance with the stipulations under contract."

(f) Decline in freight rates.--Under contracts or agreements which provide that the Government is to receive the benefit of any decrease in freight rates, in addition to the general certificate ((a) above) the following certificate will be furnished:

"I certify that the United States received the benefit of decrease, if any, in freight rates in accordance with the stipulations under the contract."

18. Convict Labor.--The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

19. (1) Federal Taxes.--For the furnishing of items covered by title IV of the Revenue Act of 1932, as amended, bidder will indicate in space provided which one of the following statements is applicable to his bid:

- .....(a) Prices herein do not include any Federal taxes imposed by title IV of the Revenue Act of 1932, as amended.....
- .....(b) Prices herein include the Federal taxes imposed by title IV of the Revenue Act of 1932, as amended, but consent is hereby given to the deduction of said taxes and the acceptance of a tax exemption certificate in lieu thereof....
- .....(c) Prices herein include the Federal taxes imposed by title IV of the Revenue Act of 1932, as amended. Whenever statement (a) or (b) above is applicable, bidder will state in space provided the amount of the taxes involved as to each item for which a tax exemption certificate will be required.

(2) State or Local Taxes.--For the furnishing of all supplies bidder will indicate which one of the following statements is applicable to his bid:

- .....(a) Prices herein do not include any State or local taxes imposed directly on the sale of the supplies.....
- .....(b) Prices herein include all State and local taxes imposed directly on the sale of the supplies. Whenever statement (a) above is applicable, bidder will state the amount of the taxes involved as to each item for which a tax exemption certificate is required. (See Par.10, page 2 hereof).

20. The general principles governing the letting of national defense contracts and the statement of labor policy adopted by the advisory commission to the council of national defense and approved by the President (House Document No. 950, 76th Cong.3d Session, September 13, 1940) will be the guide in the award of contracts under this invitation for bids. Prospective contractors may obtain copies of the



general principles and the statement of labor policy by communicating with the contracting officer. All work executed under any such contract will constitute work under the national defense program and will be carried out in compliance with the provisions of the statement of labor policy relative to overtime pay and in compliance with Federal statutory provisions affecting labor wherever such provisions are applicable, as well as with State and local statutes affecting labor relations, hours of work, wages, workmen's compensation, safety and sanitation.

21. Covenant against Contingent Fees. Any contract resulting from this invitation for bids shall contain the following contract provisions relative "Covenant against Contingent Fees."

"The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion, to deduct from payments due the Contractor the amount of such commission, percentage, brokerage or contingent fee. 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 purposes of securing business."

22. Assignment of Claims. (Assignment of Claims Act of 1940, Public No. 811, 76th Congress). Contracts entered into resulting from this invitation for bids aggregating \$1000.00 or more shall be subject to the following provisions:

(1) Unless the Assistant Secretary of War shall otherwise authorize in the case of a particular contract, all contracts (unless assignment of claim thereunder is expressly forbidden) shall contain a provision to the effect that--

"Any assignment shall cover all amounts payable under this contract and not already paid and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing."

(2) All contracts (unless assignment of claim thereunder is expressly forbidden) shall contain provisions to the effect that--

"Any claim under this contract which may be assigned may be subject to further assignment to a bank, trust company, or other financing institution, including any Federal lending agency, and to similar further assignment; provided that any such assignee shall file written notice of the further assignment together with a true copy of the instrument of further assignment with the contractor and also as provided in proviso 4 of section 1 of the Assignment of Claims Act of 1940 (Public No. 811, 76th Congress) in respect of original assignment.

"No assignee shall divulge any information concerning the contract, or contained therein, except to those persons necessarily concerned with the transaction."

(3) If the contract is secret, confidential, or restricted, it shall

contain a provision to the effect that "no claim under this contract shall be assigned" unless the omission of such provision is authorized by the chief of the supply arm or service concerned, in which event the contract shall contain provisions to the effect that--

"In no event shall copies of any plans, specifications, or other similar documents marked "Secret" or "Confidential" and annexed or attached to this contract be furnished to any assignee of any claim arising under this contract or to any other person not otherwise entitled to receive the same.

"The contractor agrees that he will obtain from the assignee an agreement signed by such assignee similar to that required by paragraph 50, Army Regulations No. 380-5, dated June 10, 1939. In such agreement the assignee shall also agree that, in case of further assignment, it will obtain a similar agreement from such further assignee."

(4) All contracts (unless assignment of claims thereunder is expressly forbidden) shall include a provision to the effect that "payments to an assignee of any claim arising under this contract shall not be subject to reduction or set off for any indebtedness of the assignor to the United States arising independently of this contract" unless in the case of a particular contract the contracting officer shall consider the inclusion of such provision prejudicial to the interest of the Government or the omission of such provision shall be directed by the chief of the supply arm or service concerned.

23. PERFORMANCE BOND FORM NO. 25. Contractors entering into contracts with the Government for any or all of the articles called for under this invitation for bids will be required to execute a Performance Bond on Standard Government Form No. 25 in penal amounts as follows:

- (a) Contracts in excess of \$2000 up to and including \$50,000--20% of the total amount of contract, but in no case shall indemnity within this bracket exceed \$7500.
- (b) Contracts in excess of \$50,000 up to and including \$200,000--15% of the total amount of contract, but in no case shall indemnity within this bracket exceed \$20,000.
- (c) Contracts in excess of \$200,000 up to and including \$500,000--10% of the total amount of contract, but in no case shall indemnity within this bracket exceed \$25,000.
- (d) Contracts in excess of \$500,000--5% of the total amount of the contract.

STANDARD GOVERNMENT FORM OF CONTINUATION SCHEDULE FOR STANDARD FORM  
31 or 33

## (SUPPLIES)

Item No.	ARTICLES OR SERVICES	Quantity	Unit Price	Unit	Amount Dol. Ct
BID GUARANTY: REFERRED TO IN PARAGRAPH 13, page 2 hereof, will not be required in connection with this Circular Proposal.					

## CLASSIFICATION CL-06-A

1	TEST, Lubricating Oil, Aircraft Engine. 50 hours duration for each test, using Power Plant Oil No. 232, in accordance with A.C. Specification No. 3583, dated January 25, 1937 and Exhibits "A" and "B" dated 3-14-41.	2	ea.	2253	4506
2	TEST, Lubricating Oil, Aircraft Engine. 50 hours duration, using Power Plant Oil No. 205, in accordance with A.C. Specification No. 3583, dated January 25, 1937, and Exhibits "A" and "B" dated 3-14-41.	1	ea.		3911
3	TEST, Lubricating Oil, Aircraft Engine. 50 hours duration, using Power Plant Oil No. 205, in accordance with A.C. Specification No. 3583 dated January 25, 1937, and Exhibits "A" and "B" dated 3-14-41.	1	ea.		1700
4.	TEST, Lubricating Oil, Aircraft Engine. 50 hours duration, using Power Plant Oil No. 232, in accordance with A.C. Specification No. 3583, dated January 25, 1937, and Exhibits "A" and "B" dated 3-14-41.	1	ea.		1700

TAXES - See Paragraph 10, page 2 hereof and Par. 19, page 2(e) revised January 15, 1941. Bidder shall accomplish on page 2(e) revised January 15, 1941, the questionnaire form incorporated therein.

CIRCULAR 41, 1910 Sheet 3

University of Kentucky  
(Signed) Richard C. Stoll  
Chairman, Executive Committee  
of Board of Trustees.

STANDARD GOVERNMENT FORM OF CONTINUATION SCHEDULE FOR STANDARD FORM  
31 OR 33

(SUPPLIES)

Item No.	Articles or Services	Quan- tity	Unit Price	Unit Price	Amount \$	Cts
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**AWARD:** Aggregate award will be made to the lowest responsible bidder complying with the terms of the Circular, quality, and the interest of the Government considered.

**BID ACCEPTANCE:** The Government reserves the right to withhold making any award on this Circular Proposal for a period of not less than ten (10) days from and after the date set for the opening of bids. This time is essential for the purpose of evaluating bids. Each bidder must expressly agree that his bid, including prices quoted, shall remain open for acceptance for at least ten days or more from and after the date the bids are opened. Bidder shall insert in appropriate space on sheet 1 of this Circular Proposal a period of not less than ten days during which the bids shall be open for acceptance.

**DELIVERY:** The Government desires tests called for hereunder to be conducted at the earliest possible date. Bidders are requested to quote earliest possible time for performance. The Government desires that tests be completed not later than October 15, 1941.

**PACKING AND SHIPPING INSTRUCTIONS:** See par. 2(b) page 2 hereof.

**SHIPMENT WILL BE MADE BY CONTRACTOR, COSTS PREPAID TO:**

**REPORTS:** MATERIEL DIVISION, AIR CORPS, U.S. ARMY, WRIGHT FIELD,  
DAYTON, OHIO, (Marked for Power Plant Laboratory)

**INSPECTION:** Inspection and acceptance at destination.

**SHIPPING POINT:** Wenner-Gren Laboratory, University of Kentucky  
Lexington, Kentucky.

**NAME OF MANUFACTURER** \_\_\_\_\_

(Address)

(City)

(State)

**CERTIFICATE WITH INVOICE:** See Par. 17, page 2 hereof. Certificate (a) and any other applicable Certificates are required.

**GOVERNMENT-FURNISHED MATERIAL:** See Paragraph 9, page 2 hereof.

CIRCULAR 41-1910-Sheet 4

University of Kentucky

(Signed) Richard C. Stoll  
Chairman, Executive Committee of  
Board of Trustees

STANDARD GOVERNMENT FORM OF CONTINUATION SCHEDULE FOR STANDARD FORM  
31 OR 33

## (SUPPLIES)

Item No.	ARTICLES OR SERVICES	Quantity	Unit	Unit Price	Amount \$	Cts.
(a)	Installation drawing for R-975-7 engine. Drawing No. 49585.					
(b)	One (1) Wright R-975-7 engine. Engine replacement parts as required.					
(c)	Spark plugs, three (3) sets, Type C34S, with elbows.					
(d)	One (1) test club assembly, 3-blade, adjustable pitch. Blade No. 36A5201. Hub No. 30-712.					
(e)	Kit, engine tools for R-975-7 engine. Part No. 89200.					
(f)	Chart, power control, for R-975-7 engine.					
(g)	Manuals, Operation, Service, and Overhaul. Technical Orders Nos. O2-35A-1, -2 and -3.					
(h)	Forms, SAE Engine Inspection, ten (10) each.					
(i)	Mount, engine test stand, for R-975-7 engine. Drawing No. X34G3998.					
(j)	Tank, oil, Drawing No. 37G1523, complete with mount.					
(k)	One (1) copy Specification AN-VV-F-776 dated 10-15-40 with Amendment No. 2, dated 2-3-41.					
(l)	Oil, lubricating, aircraft engine, Grade 120. P.P.O. No. 232, eight (8) drums. P.P.O. No. 205, six (6) drums.					

NOTE: Additional quantities of P.P.O. No. 232 and P.P.O. No. 205 will be furnished if required to complete these tests.

(m) Tools, special, as required for disassembly and assembly of R-975-7 engine. Alternately, drawings of these special tools.

**EIGHT-HOUR LAW - OVERTIME COMPENSATION:** No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the

STANDARD GOVERNMENT FORM OF CONTINUATION SCHEDULE FOR STANDARD FORM 31 OR 33

(SUPPLIES)

Item No.	ARTICLES OR SERVICES	Quantity	Unit	Unit Price	Amount \$	Cts.
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site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of five dollars shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government: Provided, That this stipulation shall be subject in all respects to the exceptions and provisions of U.S. Code, title 40, Sections 321, 324, 325 and 326, relating to hours of labor, as in part modified by the provisions of Section 303 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

PERFORMANCE BOND FORM #25, referred to in paragraph 23, page 2(e) will not be required in connection with any contract entered into as a result of this request for bids.

PARAGRAPHS 6, 7, 8 and 13 of page 2 hereof ARE NOT APPLICABLE TO THIS CIRCULAR: also paragraph 23 of Page 2(e) hereof IS NOT APPLICABLE TO THIS CIRCULAR.

University of Kentucky

(Signed) Richard C. Stoll  
 Chairman, Executive Committee of Board  
 of Trustees.

## MAWEN MOTOR CORPORATION

500 Fifth Avenue

New York, New York

April 21, 1941

University of Kentucky  
Lexington, Ky.Attention: Col. James H. Graham  
Dean of the College of Engineering

Dear Sir:

We are returning to you herewith the form of "Invitation, Bid and Acceptance, which you sent us in connection with your proposal No. 3583 for making certain oil test for the War Department, Air Corps, Wright Field, Dayton, Ohio, part of which it is proposed will be done at the Wenner-Gren Aeronautical Research Laboratory. It is agreeable to us for you to submit a bid in this form, it being understood between us that, if the bid is accepted, the work involved, and the payments received from the Government, will be allocated between the University of Kentucky and the undersigned corporation as outlined in your said proposal No. 3583.

We have already discussed with your Col. Graham and Prof. Meyer the question of including a so-called "escalator clause" in all contracts of this character. While we think it would be helpful in the instant contract, as a matter of precedence, we do not insist upon it due to the size of the contract. If, however, a larger contract is offered in the future, we shall want to consider the question again.

Very truly yours,

MAWEN MOTOR CORPORATION

(Signed) George Carlson  
President.GC:AB  
Enc.Memo Notice to all Bidders  
Standard Form No. 24 - Standard Government Form of Bid Bond  
U. S. Stand. Form 33 (Revised) - Invitation, Bid and Acceptance  
U.S. Stand. Form 22 - Instructions to Bidderscc Col. J. H. Graham, c/o Dupont Circle Hotel, Washington, D.C.  
cc Prof. A. J. Meyer, University of Kentucky, Lexington, Ky.

WAR DEPARTMENT  
AIR CORPS  
Materiel Division

FJK/plh  
Wright Field, Dayton, Ohio  
April 30, 1941

SUBJECT: Circular Proposal 41-1910

TO: University of Kentucky  
Lexington, Kentucky

NOTIFICATION OF AWARD

1. Your company is the successful bidder on items 1-4 incl.,  
(f.o.b. Wright Field) circular proposal 41-1910.
2. Order and/or contract covering this award is being prepared and will be forwarded promptly.

(Signed) Ennis McCall  
ENNIS McCALL,  
1st Lt., Air Corps,  
Contracting Officer.



MAWEN MOTOR CORPORATION  
Aircraft Engines

LEXINGTON, KY.

February 4, 1942

Mr. F. D. Peterson, Comptroller  
University of Kentucky  
Lexington, Kentucky

Dear Mr. Peterson:

Attached you will find a statement for material and labor furnished in the execution of Contract #41-9825 between the University and the Materiel Division of the Air Corps.

This statement covers expenditures until February 1, 1942. At this time the work is 75% completed.

As you will note the expenditures exceed the contract price by a considerable margin. This is the result of the fact that personnel had to be trained and adjustments had to be made to the laboratory equipment. By previous agreement between the University and Mawen Motor Corporation the University is not responsible for any loss resulting from this operation.

Yours very truly

(Signed) A. J. Meyer  
A. J. Meyer  
Chief Engineer

\* \* \* \* \*

February 12, 1942

Mr. A. J. Meyer  
Chief Engineer  
Wenner Gren Laboratory

Dear Mr. Meyer:

On February 4, you sent me a statement showing supplies purchased and labor on contract #41-9825. We have already invoiced Wright Field for item 1. I take it that you will notify me when all of the items are completed.

Yours very truly,

(Signed) Frank D. Peterson  
Comptroller

MAWEN MOTOR CORPORATION  
Aircraft Engines

Lexington, Ky.

February 13, 1942

Mr. Frank D. Peterson, Comptroller  
University of Kentucky  
Lexington, Kentucky

Dear Mr. Peterson:

Contract #41-9825 between the University and Wright Field is subdivided in four items each of which are to be regarded as separate units complete in themselves. Item 1 has been completed, the report and invoice have been submitted and the Government must pay the \$4,506.00 whether or not we desire to go on with the rest of the work.

From my letter dated February 4th with attached statement you will note that Mawen Motor Corporation has made considerable expenditures towards the completion of this contract. In fact it will be impossible for them to continue further work on the next item until and unless they receive at least partial payment for services rendered. Therefore we must urge that you will make such payment as soon as the funds from the Government have been received.

Yours very truly,

(Signed) A. J. Meyer,  
Chief Engineer.

bjs/hv FJK:lj-A

INVITATION, BID, AND ACCEPTANCE  
(SHORT FORM CONTRACT)

Invitation No. \_\_\_\_\_  
Contract No. W535  
ac30577 (535)  
42-22846

War Department, Army Air Forces, Materiel Center Contracting  
(Department or establishment) (Office or station)

Wright Field, Dayton, Ohio June 4, 1942  
(Address) (Date)

INVITATION K-42-10, 256

Sealed bids, in triplicate, subject to the conditions on the reverse hereof, will be received at this office by return mail, for furnishing the following supplies, and/or services, for delivery at f.o.b. destination.

Officer  
WILLIAM R. SCHWINDLER, 2nd Lt., Air Corps Contracting /  
Name Title

Item No.	Articles or Services	Quantity	Unit	Unit Price	Amount Dols. Cts.
	Class. O6-A				
1.	TEST, Lubricating Oil, Aircraft Engine, 100 hours duration, using Power Plant Oil No. 244, in accordance with AAF Specification No. 3583, dated January 25, 1937 and Exhibits "A" and "B" .....	1	ea.	\$6000	\$6,000
2.	TEST, Lubricating Oil, Aircraft Engine, 100 hours duration, using Power Plant Oil No. 245, in accordance with AAF Specification No. 3583, dated January 25, 1937 and Exhibits "A" and "B" .....	1	ea.	\$6000	\$6,000
3.	TEST, Lubricating Oil, Aircraft Engine, 100 hours duration, using Power Plant Oil. No. 246, in accordance with AAF Specification No. 3583, dated January 25, 1937 and Exhibits "A" and "B" .....	1	ea.	\$6000	\$6,000

(Drawings and/or specifications specified herein are being mailed under separate cover.)

(Continued on page 3)

BID June 15, 1942

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 30 calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) as specified and, unless otherwise specified within

150 calendar days after receipt of order.

Discounts will be allowed for payment as follows: \_\_\_\_\_  
percent 10 calendar days; \_\_\_\_\_ per cent 20 calendar days;  
\_\_\_\_\_ percent 30 calendar days.

Bidder University of Kentucky Address Lexington, Kentucky

By (Signed) Frank D. Peterson Title Comptroller of U. of Ky.  
(Signature of person authorized to sign)

June 23, 1942  
(Date)

ACCEPTANCE BY THE GOVERNMENT F.O.B. Destination  
Inspection and acceptance at Destination.

Accepted as to items numbered 1,2,3 and 4 in the total amount  
of \$22,900.00 (Exclusive of Federal Gasoline Tax (\$250.00) and state  
Gasoline Tax (\$850.00))

Name (Signed) John J. Bishop Title CONTRACTING OFFICER  
JOHN J. BISHOP, CAPT., AAF

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CONDITIONS

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.
2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: Provided, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any)

shall be liable to the Government for any excess cost occasioned the Government thereby; Provided, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.

5. 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 unless it be made with a corporation for its general benefit.

6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

7. Unless otherwise specified by the bidder, it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to a contract awarded as a result of this bid.

## INSTRUCTIONS TO BIDDERS

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will, upon request, be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the upper left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.
5. For further instructions read U.S. Standard Form 22 (Instructions to Bidder).

## INSTRUCTIONS TO CONTRACTING OFFICERS

1. If shipment is made by Government bill of lading, observe consolidated classification requirements so as to secure the lowest rate applicable.
2. Although this form meets the requirements of a formal contract (R.S.3744) if the execution of a formal contract with bond is contemplated U.S. Standard Forms 31 and 32 should be used.
3. If there is not sufficient space on the schedule to list all of the items, insert at the bottom of the schedule "Continued on \_\_\_\_\_ sheets of U.S. Standard Form 36" and use that form also.
4. If it is definitely known that final acceptance cannot be accomplished within 10 or 20 days from date of delivery due to necessity for tests or analyses which cannot be accomplished within that time, delete, before issuance, the discount provision relating to 10 calendar days or to both 10 and 20 calendar days. The provision relating to discounts may also be deleted when funds do not become available so that payment may be made within such time limits.
5. If the contract is likely to involve patent liability, the article on patents as contained in U.S. Standard Form 32 should be used.
6. If the contract provides for liquidated damages, the above Condition No. 4 should be deleted and there should be substituted therefor the article entitled "Delays--Liquidated Damages," quoted in Paragraph 5 of the directions on page 6, U.S. Standard Form 32, modified as follows: Delete "in Article I," line 2, and if no bond is required, delete "and his sureties," lines 6 and 10; add the last sentence (definition) of the above Condition No. 4.

CONTINUATION SCHEDULE FOR STANDARD FORMS 31 AND 33  
(SUPPLIES)                                  ADDITIONAL CONDITIONS (535) 42-22846 W535  
(Applicable unless otherwise herein stated) ac 30577

1. Increase or decrease: Unless otherwise specified, any variation in the quantities herein called for, not exceeding ten per cent (10%), will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

2. Packing and Shipping Instructions (a) F.O.B. Contractor's Plant. The articles advertised will be delivered to the Government F.O.B. Freight Station of the transportation company at city of contractor's plant, packed, unless otherwise specified as follows: Domestic Shipments in accordance with the current issue of the Consolidated Freight Classification. Export Shipments in accordance with the current issue of U.S. Army Spec. 23-54 as of date of invitation. Contractor shall tack packing list to the inside cover of packing cases, crates and the like, and shall forward a copy of the packing list bearing the case number to the consignee. All shipments will be made on bills of lading to be furnished by the Government except when contractor's plant is located in the Metropolitan District of New York, N.Y. and the Government requires contractor to make delivery via Brooklyn Base; in which event Government bills of lading will not be furnished on Export shipments, but the successful bidder will make delivery F.O.B. Government Dock at Brooklyn Base, or in lieu thereof, to a specified Commercial Dock. Packages will be marked and billed in accordance with instructions accompanying bills of lading furnished by the Quartermaster. Shipments originating in the vicinity of Philadelphia, Pa., may be forwarded to railroad stations or steamship lines or delivered to Quartermaster, Philadelphia Q.M. Depot, Philadelphia, Pa., and Government bills of lading will not be furnished when contractor is directed to deliver to Philadelphia Q.M. Depot. Contract will be placed for delivery of articles at f.o.b. point designated by bidder in bid. Any excess costs involved in forwarding a shipment from a point other than the f.o.b. point indicated by bidder shall be borne by contractor.

(b) F.O. B. Destination. The articles advertised will be shipped direct by contractor to Government destinations on commercial bills of lading f.o.b. each destination at the expense of the contractor. Such articles, scheduled for delivery to destination within the continental limits of the United States, shall be packed for Domestic Shipment as required under Paragraph 2(a) hereof, articles for delivery to destinations outside of the continental limits of the United States will be packed for Export Shipment in accordance with requirements stipulated in Paragraph 2(a) hereof and will be shipped either to Ports of Embarkation or direct to overseas destination as indicated in the invitation for Bids.

Note (applicable to Paragraphs (2) (a) and (b); in event delivery is affected by contractor by methods other than rail transportation, such consignments shall be accompanied by shipping invoices or dray tickets showing contents of each shipment. All shipments shall be marked in accordance with the current issue of U.S. Army Spec. 100-2 as of date of invitation. Order Number and Item Number must be shown on each shipment.

3. Bills of Lading: Consignees for shipments and complete shipping instructions including markings for packages will be supplied in Government bills of lading furnished by the Government. Application forms for Government bills of lading (Mat.Div.AC26) will be furnished all contractors receiving contracts under this advertisement. In order to prevent shipping delays contractor will be required to give in complete detail all information solicited thereon. (Additional forms will be forwarded on request). If bid is accepted based on delivery f.o.b. destination, all shipments will be made on commercial bills of lading, transportation costs prepaid, in which case no Government bills of lading will be furnished.

4. Inspection. (a) All material and workmanship shall be subject to inspection and test at all times and places and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Rejected articles, and/or articles requiring correction, shall be removed by and at the expense of the contractor promptly after notice to do so. If the contractor fails to promptly remove such articles and to proceed promptly with the replacement and/or correction thereof, the Government may, by contract or otherwise, replace and/or correct such articles and charge to the contractor, the excess cost occasioned the Government thereby, or the Government may terminate the right of the contractor to proceed as provided in Par. 4 "Conditions" on the reverse side of Std. Form 33 (revised) page 1, the contractor and surety being liable for any damage to the same extent as provided in said paragraph (4) for termination thereunder.

(b) If inspection and test, whether preliminary or final, is made on the premises of the contractor or subcontractor, the contractor shall furnish without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. Special and performance tests shall be as described in the specifications. The Government reserves the right to charge to the contractor any additional cost of inspection and test when articles are not ready at the time inspection is requested by the contractor.

(c) Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the contractor or subcontractor, it shall be at the expense of the Government except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Government for such materials or supplies as are not in accordance with the specifications. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefore shall be made at a proper reduction in price.

5. Specifications: Specifications herein referred to and specifications applicable are made a part of this Invitation and must be adhered to. ALL SPECIFICATIONS AND DRAWINGS MUST BE FILED WITH BID, OR IF PROPOSAL IS NOT SUBMITTED ALL DATA MUST BE IMMEDIATELY RETURNED.

6. Samples, Descriptive Data, Type Designation and Trade Name: In event bids are requested on articles not covered by written Government Specification, the Government at its option may request samples or descriptive data. If samples are required, failure to submit same will be cause for rejection of bid. Should descriptive data be requested, failure to submit data may be cause for rejection



of bid. Trade name and type designation of articles proposed to be furnished will be supplied as requested in Invitation for Bids.

7. Approval Prior to Delivery: In case the Government should require delivery of article or articles for approval prior to production of articles under contract, same will be submitted under the following conditions:-

(a) The successful bidder shall deliver, all transportation costs prepaid to Headquarters, Materiel Division, Air Corps, Wright Field, Dayton, Ohio, and without cost to the Government, such articles as are designated in the advertisement, representative of articles to be furnished under the terms of contract, and pending approval of same no deliveries under the terms of the contract shall be made. In event that it is determined at time of award that first articles shall not be required the successful bidder will be so advised by notice in writing from the Contracting Officer and deliveries shall ensue as specified without regard to provision reference first article.

(b) The Government reserves the right and option to require the first articles as are designated in the advertisement of any contract complementing such Invitation for Bid, to be delivered to Wright Field, Dayton, Ohio, not later than the date designated for such delivery and inspection of such first articles shall be made at that point. In the event that the bidder quotes delivery f.o.b. destination, the delivery of such first articles shall be made at the expense of the contractor, otherwise at the expense of the Government. If first articles are required, they shall constitute the delivery of the first articles contracted for and in no sense shall they be regarded as samples. Said first articles shall comply with the contract requirements, shall be acceptable to the Government under the terms of such complementing contract and shall be determinative of contractor's ability to meet contract requirements. Pending acceptance of first said articles, the remaining like articles called for shall not be fabricated and/or produced. In the event that it is determined at time of award that first articles shall not be required, the successful bidder will be so advised by notice in writing from the Contracting Officer and deliveries shall ensue as specified without regard to provisions reference first articles. In event first articles are required under contract complementing this advertisement, the quantity indicated in the Invitation for Bids shall apply and be credited to the quota of Station nearest to Wright Field, Dayton, Ohio, and upon acceptance, same shall be shipped by the Government to its respective destination.

8. Engineering Data: In the event the advertisement requires successful bidder to furnish Engineering Data, same shall be provided without additional cost to the Government and shall consist of the following:

(a) One set of vandykes of bill of material covering the articles specified in items indicated in the advertisement, compiled in accordance with the current issue of U.S. Army Spec. 98-40038, as of date of invitation, or such additional data necessary to bring the bills of material previously furnished up to date.

(b) One set of vandykes of Class A drawings and parts lists covering the articles specified in items indicated in the advertisement, prepared in accordance with the current issue of U.S. Army Spec. 98-40103 as of date of invitation, or of such additional vandykes of drawings and parts lists necessary to bring those previously furnished up to date. Vandyke numerical list of drawings covering complete article and showing the last change identification shall be furnished regardless of whether such list has been furnished on a previous contract.

(c) One manuscript copy of Handbook of Instructions and Parts Catalog compiled in accordance with the current issue of Air Corps Spec. 40104 as of date of invitation.

The Engineering Data called for shall be delivered prior to or on date of delivery of first articles under contract; costs prepaid to "Quartermaster, Wright Field, Dayton, Ohio," marked for "Air Corps Supply Officer."

9. Government-Furnished Material: In event the advertisement stipulates furnishing to successful bidder, Government-owned materials, such articles specified will be delivered to contractor f.o.b. freight station of transportation company at city of contractor's plant. The Air Corps Property Accountable Officer, Central District Wright Field, Dayton, Ohio, is designated as the Officer to maintain the necessary property records in connection with contract resulting from the advertisement as contemplated by Par. 10, A.R. 35-6520.

Liability for Government Property: The contractor's liability for loss or damages to Government property delivered to it for installation in the articles contracted for or for use in connection with the performance of contract, shall, unless otherwise specified, be that of a bailee under a mutual benefit bailment.

10. Taxes: (a) Applicable Federal Taxes.--Prices herein include any Federal tax or charge heretofore imposed by the Congress which is applicable to the supplies covered hereby. If after the date set for the opening of bids, or in the case of a negotiated contract, after the date of the award, the Congress shall impose, remove, or change any sales tax, duty, excise tax, or any other tax or charge, directly applicable to the supplies covered hereby, or other materials used in the manufacture thereof, or directly upon the importation, production, processing, manufacture, or sale of such supplies or materials, which tax or charge must be borne by the contractor because of a specific contractual obligation or by operation of law, and if the contractor has paid such tax or charge to the Federal Government or to 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.

(b) Inapplicable Federal Taxes.--Chapter 29, Subchapter A, Internal Revenue Code (26 U.S.C. 3400-15 as amended), imposes Federal taxes upon certain specified articles sold in the United States by the manufacturer or producer, or imported into the United States,

to be paid by the manufacturer, producer, or importer, but provides that no tax under this title shall be imposed with respect to the sale of any article for the exclusive use of the United States and that a credit against the tax or a refund may be allowed or made with respect to the sale of any article if such article was resold for the exclusive use of the United States and the manufacturer, producer, or importer has such evidence as the regulations of the Commissioner of Internal Revenue may prescribe.

Bids will be evaluated on a Federal-tax-exclusive basis, except that when this is not practicable they will be evaluated on a Federal-tax-inclusive basis. Therefore, bids are requested exclusive of Federal taxes from which exemption is granted or as to which a credit or refund is provided for by Chapter 29, section 3442 (tax-free sales) and section 3443 (credits and refunds), Internal Revenue Code, as amended. If the bid prices are exclusive of such taxes, or are inclusive of such taxes and the bidder agrees to the deduction of the amount thereof from the contract price and acceptance of tax-exemption certificates in lieu thereof, the bidder must show upon the face of his bid the amount of each such tax so included or excluded as to each item, so that a tax exemption certificate can be furnished him if his bid is accepted. If the bid as submitted does not show that such taxes are excluded and the bidder does not agree to their deduction if included, it will be presumed that the amount of all such taxes is included in the bid price, the bid will be evaluated accordingly, and if the bid is accepted no exemption certificate will be issued.

(c) State Taxes.--To facilitate evaluation of bids no State or local taxes charged directly on the sale of goods should be included in bid prices, but whether or not included, the amount of such taxes should be shown in detail so that appropriate computation may be made to determine the low bid and whether exemption certificates should be issued, etc. The evaluation of bids will be on a tax-exclusive basis since such State or local sales tax is not chargeable to the Federal Government, and if the bid as submitted does not clearly show that any such tax is excluded or that the bidder consent to the deduction thereof in a stated amount or amounts, it will be presumed that the amount of the tax is included in the bid price, the bid will be evaluated accordingly, and if the bid is accepted no exemption certificate will be issued.

11. Sub-Contracts: No contract shall be made by the contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts, or work herein contracted for without the written approval of the Contracting Officer.

12. Unnecessary Riders: Bids responsive to this invitation are required. Deviations therefrom may result in rejection. Unnecessary "riders" merely duplicating condition stated in the schedules or duplicating data entered on Standard Form 31 or Standard Form 33 serve no useful purpose are confusing and are not desired. Bidders therefore, are cautioned not to incorporate same. Such a "rider" may likewise render a bid subject to rejection.

13. Bid Guaranty: Bids exceeding a total amount of \$25,000.00 must be accompanied by security in the amount of twenty (20) percent of the aggregate price of the bid unless bidder has on file with this

office an Annual Bid Bond. If an Annual Bid Bond has been furnished proper reference thereto should be made in the bid. See Paragraph 8, Standard Form 22 Standard Government Instruction to Bidders.

14. Changes.--Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. No change involving an estimated increase or decrease of more than Five Hundred Dollars shall be ordered unless approved in writing by the head of the department or his duly authorized representative. Any claim for adjustment under this article must be asserted within 10 days from the date the change is ordered, provided, however, that the Contracting Officer, if he determines that the facts justify such action; may receive and consider, and with the approval of the head of the department or his duly authorized representative, adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Par. 15 hereof. But nothing provided in this article shall excuse the contractor from proceeding with the contract as changed.

15. Disputes.--Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer, subject to written appeal by the contractor within 30 days to the head of the department concerned or his duly authorized representative, whose decision shall be final and conclusive upon the parties hereto. In the meantime the contractor shall diligently proceed with performance.

16. Payments.--The contractor shall be paid, upon the submission of properly certified invoices or voucher the prices stipulated herein for articles delivered and accepted or services rendered, less deductions if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 per cent of the total amount of the contract.

17. Certificates with Invoices: All vouchers or invoices submitted by contractors for payment shall have incorporated therein the following certificate: "I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local sales taxes are not included in the amounts billed."

18. **Convict Labor:** The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

19. **Car Load Shipments:** In connection with any shipment hereunder of one carload or equivalent, or more, consigned to any unit or officer of the War Department, the shipper, at the time equipment is ordered for loading for rail, motor, or water transport, will send consignee notice thereof by prepaid telegraph or teletype including date, route, size, and brief general description of shipment. In all cases where material may be considered as coming within a "confidential" or "secret" classification, and where the use of Air Mail is practicable, the required information shall be conveyed by Air Mail. This provision is not to be substituted for any other requirement, such as mailing bills of lading.

The instruction above referred to is not applicable to shipments forwarded to commercial consignees. The word "consignee" is interpreted to mean the War Department agency that will receive the material. The notice should be addressed to the interested consignee and not the Contracting Officer nor any activity at Wright Field, unless shipment is specified for Wright Field. In addition to information requested in the above referred to note, the shipper shall give the size of car, its number and the number of the Government bill of lading, if shipment is made thereon. The expression "at the time equipment is ordered" should be construed to mean that time when definite information is at hand relative to size of cars, etc., usually after such information is received from the transportation company.

20. **Anti-Discrimination:** (a) The Contractor in performing the work required by this contract, shall not discriminate against any worker because of race, creed, color, or national origin.

(b) The Contractor agrees that the provisions of paragraph (a) above will also be inserted in all of his 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.

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21. (1) **Federal Taxes.**--Prices herein include only Federal gasoline taxes amounting to \$250.00.

(2) **State or Local Taxes.**--Prices herein include only State gasoline taxes amounting to \$850.00.

22. The general principles governing the letting of national defense contracts and the statement of labor policy adopted by the advisory commission to the council of national defense and approved by the President (House Document No. 950, 76th Cong. 3d Session, September 13, 1940) will be the guide in the award of contracts under this invitation for bids. Prospective contractors may obtain copies of the general principles and the statement of labor policy by communicating with the contracting officer. All work executed under any such contract will constitute work under the national defense program and will be carried out in compliance with the provisions of the statement of labor policy relative to overtime pay and in compliance with Federal Statutory provisions affecting labor wherever such provisions are applicable, as well as with State and local statutes affecting labor relations, hours of work, wages, workmen's compensation, safety, and sanitation.

23. Covenant against Contingent Fees. Any contract resulting from this invitation for bids shall contain the following contract provisions relative "Covenant against Contingent Fees."

"The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion, to deduct from payments due the Contractor the amount of such commission, percentage, brokerage or contingent fee. 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 purposes of securing business."

24. Assignment of Claims. (Assignment of Claims Act of 1940, Public No. 811, 76th Congress). Contracts entered into resulting from this invitation for bids aggregating \$1000.00 or more shall be subject to the following provisions:

(1) Unless the Assistant Secretary of War shall otherwise authorize in the case of a particular contract, all contracts (unless assignment of claim thereunder is expressly forbidden) shall contain a provision to the effect that--

"Any assignment shall cover all amounts payable under this contract and not already paid and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing."

(2) All contracts (unless assignment of claim thereunder is expressly forbidden) shall contain provisions to the effect that--

"Any claim under this contract which may be assigned may be subject to further assignment to a bank, trust company, or other financing institution, including any Federal lending agency, and to similar further assignment; provided that any such assignee shall file written notice of the further assignment together with a true copy of the instrument of further assignment with the contractor and also as provided in proviso 4 of section 1 of the Assignment

of Claims Act of 1940 (Public No. 811, 76th Congress) in respect of original assignment."

"No assignee shall divulge any information concerning the contract, or contained therein, except to those persons necessarily concerned with the transaction."

(3) If the contract is secret, confidential, or restricted, it shall contain a provision to the effect that "no claim under this contract shall be assigned" unless the omission of such provision is authorized by the chief of the supply arm or service concerned, in which event the contract shall contain provisions to the effect that--

"In no event shall copies of any plans, specifications, or other similar documents marked "Secret" or "Confidential" and annexed or attached to this contract be furnished to any assignee of any claim arising under this contract or to any other person not otherwise entitled to receive the same."

"The contractor agrees that he will obtain from the assignee an agreement signed by such assignee similar to that required by paragraph 50, Army Regulations No. 380-5, dated June 10, 1939. In such agreement the assignee shall also agree that, in case of further assignment, it will obtain a similar agreement from such further assignee."

(4) All contracts (unless assignment of claims thereunder is expressly forbidden) shall include a provision to the effect that "payments to an assignee of any claim arising under this contract shall not be subject to reduction or set off for any indebtedness of the assignor to the United States arising independently of this contract" unless in the case of a particular contract the contracting officer shall consider the inclusion of such provision prejudicial to the interest of the Government; or the omission of such provision shall be directed by the chief of the supply arm or service concerned:

25. Performance Bond Form No. 25. Contractors entering into contracts with the Government for any or all of the articles called for under this invitation for bids will be required to execute a Performance Bond on Standard Government Form No. 25 in penal amounts as follows:

(a) Contracts in excess of \$25,000 up and including \$50,000-- 20% of the total amount of contract, but in no case shall indemnity within this bracket exceed \$7500.

(b) Contracts in excess of \$50,000 up to and including \$200,000, -- 15% of the total amount of contract, but in no case shall indemnity within this bracket exceed \$20,000.

(c) Contracts in excess of \$200,000 up to and including \$500,000--10% of the total amount of contract, but in no case shall indemnity within this bracket exceed \$25,000.

(d) Contracts in excess of \$500,000--5% of the total amount of the contract.

26. Secrecy: The Contractor agrees to be responsible in matters within its control for the safeguarding of all Secret, Confidential, or Restricted matters that may be disclosed or that may be developed in connection with the work under this contract and to require a similar agreement of all sub-contractors and agents of the Contractor to whom any work or duty relating to this contract may be allotted.

The Contractor agrees to file no application for registration under the Securities Act of 1933, as amended, containing any reference to this contract or to its terms and provisions without first securing the consent of the War Department. Requests for such consent will be addressed to the Contracting Officer.

27. Exceptions to Paragraph 7, Conditions, on reverse side of Form 33. Because the materials listed below, or the materials from which they are manufactured, are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, their use in the manufacture of the supplies herein specified (subject to the requirements of the specifications) is authorized without regard to the country of origin:

Abrasives	Fluorspar	Palm oil
Acetic acid	Formaldehyde	Paper and pulp
Acetic anhydride	Gasoline, aviation,	Petroleum & petrole-
Acetone	100 octane	um products
Aconite root	Glass, optical	Phenol
Alcohol, ethyl	Glass, scientific	Phosphate materials
Alpha cellulose	Glycerine	Phosphorus
Aluminum	Graphite	Phthalic anhydride
Aniline	Gums & resins,	Platinum (and plat-
Antimony (& ores)	natural	inum group) (and
Argols & wine lees	Gypsum	ores
Arsenic	Helium	Polyvinyl chloride
Asbestos	Hemp	Potash
Balsa	Henbane leaves	Pyrethrum flowers
Barium chemicals	Henequen	Pyrites
Bauxite	Hides (& skins)	Quinine (& cinchona
Belladonna leaves	Ilmenite	bark)
Belladonna roots	Iodine	Radium & ores
Beryl ores	Iridium (& ores)	Rayon
Bismuth (& ores)	Iron ore	Red squill
Bristles, hog	Iron & steel	Refractory materials
Cadmium (and ores)	Jute burlaps	Rotenone root
Calcium	Jute, unmanufactured	Rubber
Camphor	Kapok	Rutile
Castor beans	Lac & shellac	Senna leaves
Castor oil	Lead (& ores)	Silk
Chromium (and ores)	Leather	Sisal
Chlorine		



Cobalt (& ores)	Lignum vitae	Stramonium leaves
Cocoa (or cacao)	Linseed oil	Strontium & ores
beans	Magnesite	Strontium chemicals
Coconut oil	Magnesium	Sugar
Coconut shell char	Mahogany	Sulphur
Coffee	Manganese, ferro-	Sulphuric acid
Columbium & ores	grade (& ores)	Tannin materials
Copper (& ores)	Manganese & ores	Tantalum & ores
Copra	Manila fiber	Teak
Cork	Mercury (& ores)	Tea waste
Cotton, long staple	Methanol	Tin (& ores)
Cotton linters	Mica	Titanium & ores
Cresols & cresylic	Mohair	Toluol
acid	Molasses	Tung nuts
Cryolite	Molybdenum (&	Tung oil
Cube or timbo root	ores)	Tunsten (& ores)
Derris root	Naphthalene	Uranium (& ores)
Diamond dies	Neat's foot oil	Vanadium (& ores)
Diamond, indus-	Nickel (& ores)	Wool
trials	Nitrogen compounds	Zinc (& ores) &
Ergot of rye	(including am-	zinc concentrates
Ferrosilicon	monia, Nitric	Zinc oxide
Fish liver oils	acid & Chilean	Zirconium (& ores)
Fish oils	nitrates)	
Flax	Nux vomica	
Flaxseed	Oiticica oil	
	Opium	

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TERMINATION WHEN CONTRACTOR NOT IN DEFAULT:--If, in the opinion of the Contracting Officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the Contractor be not in default, by a notice in writing relative thereto from the Contracting Officer to the Contractor. In case such notice be given the Contractor this contract shall terminate, ipso facto, upon the giving of said notice. Upon such termination the Contractor shall forthwith deliver to the Government f.o.b. cars, Contractor's plant, in their then state of completion, all articles, spare parts, drawings, and other information and things called for herein, not previously delivered, and all work in process, materials, and fabricated parts acquired and/or produced by the Contractor for the performance of this contract, and the Government shall then forthwith pay the Contractor all amounts, if any, remaining due and unpaid.

under this contract for completed articles, spare parts, drawings, and other information and things called for herein, theretofore completed, delivered, and accepted by the Government; and the Government shall also forthwith pay the Contractor for all partially completed articles, spare parts, work in process, materials, fabricated parts, drawings, and other information and things to be so delivered hereunder, an amount to be computed as follows:

- (a) There shall be determined by an audit conducted by or for the Contracting Officer, the total net amount of all expenditures and obligations made and/or incurred by the Contractor under this contract, in designing, manufacturing, and delivering said partially completed articles, spare parts, work in process, materials, fabricated parts, drawings, and other information and things so delivered hereunder.
- (b) The Contractor and the Contracting Officer shall agree upon an estimate, based on the foregoing audit and any other pertinent data, of the net cost to the Contractor of fully completing and delivering said partially completed articles, spare parts, drawings, and other information and things called for herein, all in accordance with the requirements of this contract had it not been terminated, including in such estimate all cost previously incurred under this contract in designing and manufacturing said partially completed articles, spare parts, drawings, and other information and things, as well as those costs which would be required in the future for the entire completion and delivery thereof. In the event of the failure of the Contractor and the Contracting Officer to arrive promptly at such an agreement, said estimate shall be determined in the manner provided in this contract for the adjustment of claims and disputes.
- (c) The percentage which the foregoing item (a) is of item (b) shall then be determined and a sum of money equal to that same percentage of the total contract price (plus or minus any additions or deductions for changes) of such partially completed articles, spare parts, drawings, and other information and things, had they been completed, delivered, and accepted in accordance with the terms of this contract, shall then be computed.
- (d) The total of all payments, if any, previously made to the Contractor on account of such partially completed articles, spare parts, drawings, and other information and things, shall then be ascertained.
- (e) The Contractor shall then be paid the same sum of money computed in accordance with (c) above, less the total of item (d).

Upon the making of said payments of all obligations of the Government to make further payments or to carry out other undertakings hereunder shall cease forthwith and forever, except that all rights and obligations of the respective parties under the articles, if any, of this contract applicable to Patent Infringements and Reproduction Rights shall remain in full force and effect.

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Item No.	ARTICLES OR SERVICES	Quantity	Unit	Unit price	Amount Dol.	Cts.
4	TEST, Lubricating Oil, Aircraft Engine. 100 hours duration, using Power Plant Oil. No. 247, in accordance with AAF Specification No. 3583, dated January 25, 1937, and Exhibits "A" and "B" .....	1	each	\$6,000	\$6,000	
	AGGREGATE OF ALL ITEMS BID ON:	<u>1, 2, 3 and 4</u>				
	<u>Twenty-Four Thousand</u> DOLLARS	No	CENTS	<u>(\$24,000. )</u>		

DELIVERY: December 15, 1942  
 (Bidder shall state earliest time of delivery)

**NOTE:** PARAGRAPHS 6, 7, 8 and 13 OF PAGE 2 HEREOF ARE NOT APPLICABLE. Reference Paragraph 9, Page 2 hereof, the Government shall furnish to the Contractor the following material:

- a. Two (2) Wright R-975-7 engines.
  - (1) R-975-7 engine, No. 38-93, on hand at the University of Kentucky.
  - (2) R-975-7 engine, No. 38-363, awaiting shipment from the Air Force Section.
- b. Spark plugs, eighty-four (84), Type Ls85, with elbows.
  - (1) Forty-two (42) on hand at the University of Kentucky.
  - (2) Forty-two (42) awaiting shipment from the Air Force Section.
- c. One (1) test club assembly, 3-blade, adjustable pitch. Blade No. 36A5201. Hub No. 30-712. On hand at the University of Kentucky.
- d. Kit, engine tools for 975-7 engine, Part No. 84009, comprising the following:
 

80171 Wrench, intake pipe packing nut lug.....	1	each
80180 Gage, feeler .....	1	each
80540 Roll, tool (canvas)	1	each
81132 Screw driver, valve clearance adjusting screw	1	each

(Signed) Frank D. Peterson  
 University of Kentucky  
 (Bidder)

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Item No.	ARTICLES OR SERVICES	Quantity	Unit	Unit Price	Amount Dols. Cts
81402	Wrench or bar prop hub nut, 7/8" diameter hollow . . . . .	1	each		
81403	Handle, 7/16" diameter hollow .	1	each		
81409	Compressor, valve spring . . .	1	each		
81507	Wrench, push rod, housing adaptor, crowfoot 1-1/8" hex. . . . .	1	each		
81680	Screw Driver, carburetor jet .	1	each		
81900	Wrench, valve clearance adjust- ing and rocker arm clamp screw, 3/8" hex. . . . .	1	each		
82860	Wrench, cylinder hold-down nut offset hex. . . . .	1	each		
82972	Wrench, oil pump to crankcase rear section, attaching stud nut 7/16" hex. . . . .	1	each		
82973	Wrench, exhaust elbow to cylin- der attaching stud nut lug . . .	1	each		
83223	Wrench, cuno, oil strainer in- let, elbow nut crowfoot 1-5/8" hex. . . . .	1	each		
83472	Wrench, oil pressure relief valve, body check nut and cap, 9/16" to 7/8" hex. . . . .	1	each		
83965	Pliers, piston pin retaining lock ring. . . . .	1	each		
36A4351	Socket spark plug 1" shielded plug. . . . .	1	each		
37A4708	Socket spark plug 7/8" shielded plug. . . . .	1	each		

(Continued on page 5)

(Signed) Frank D. Peterson  
 University of Kentucky  
 (Bidder)

STANDARD GOVERNMENT FORM OF CONTINUATION SCHEDULE FOR STANDARD FORM  
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Item No.	ARTICLES OR SERVICES	Quantity	Unit	Unit Price	Amount Dol.	Cts.
34B4630	Handle assembly spark plug wrench ratched	1	each			
34A4632	Joint Assembly, spark plug wrench universal	1	each			
34B4645-1	Extension, Spark plug wrench 5-5/8"	1	each			
34B4645-2	Extension, spark plug wrench 3-1/4"	1	each			
Engine replacement parts now on hand at the University of Kentucky:						
	Engine starter, Type C-20 counter-clockwise rotation	1	each			
	Fuel pump, Type F-4a	1	each			
AN5011-30	Retaining nut	1	each			
AN5009-30	Snap ring	1	each			
AN5010-30	Spacer (rear cone).	1	each			
AN5007-30	Cone, front, propeller hub	1	each			
AN5008-30	Cone, rear, propeller hub	1	each			
129-D-32	Gasket	6	each			
129-D-40	Gasket	12	each			
129-D-58	Gasket	12	each			
189-D-3	Lock Washer	18	each			
2017-D-4	Lock Ring	6	each			
2058-D-9	Hose	108	each			
2058-D-25	Hose	108	each			

(Signed) Frank D. Peterson  
 University of Kentucky  
 Bidder

(Continued on page 6)

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Item No.	Articles or Services	Quantity	Unit	Unit Price	Amount Dols.	Cts.
2058-D38	Hose	6	each			
20104	Gasket	6	each			
20611	Circlet	54	each			
2067-D-4	Tab Lock	6	each			
21396	Gasket	54	each			
21459	Spacer	6	each			
21511	Gasket	18	each			
21530	Retainer	6	each			
21585	Packing	54	each			
21776	Gasket	6	each			
21835	Gasket	6	each			
22474	Gasket	6	each			
22516	Spacer	6	each			
22520	Retainer	6	each			
22690	Gasket	6	each			
22770	Circlet	6	each			
23-D-20	Gasket	6	each			
23-D-21	Gasket	42	each			
23-D-25	Gasket	6	each			
23-D-26	Gasket	6	each			
23-D-39	Gasket	18	each			
23-D-40	Gasket	6	each			
23079	Gasket	24	each			

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(Signed) Frank D. Peterson  
University of Kentucky  
 Bidder

STANDARD GOVERNMENT FORM OF CONTINUATION SCHEDULE FOR STANDARD FORM  
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Item No.	ARTICLES OR SERVICES	Quantity	Unit	Unit Price	Amount Dols. Cts.
23480	Seal	6	each		
23520	Lock ring	6	each		
23717	Gasket	24	each		
23718	Gasket	12	each		
24028	Lock Ring	12	each		
24135	Ring, neoprene	54	each		
24490	Lock	24	each		
24763	Gasket	6	each		
24789	Gasket	54	each		
25175	Shim	12	each		
25351	Lock	12	each		
25677	Gasket	12	each		
26303	Gasket	12	each		
28191	Seal, oil, neoprene	12	each		
28751	Retainer, piston pin	108	each		
28803	Gasket	6	each		
28885	Gasket	6	each		
34-D-34	Washer	6	each		
34-D-35	Washer	6	each		
37-D-28	Gasket	6	each		
37-D-63	Washer	12	each		
411659	Gasket	6	each		
5015-D-6	Ring, oil seal	48	each		

(Signed) Frank D. Peterson  
University of Kentucky  
(Bidder)

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Item No.	Articles or Services	Quantity	Unit	Unit Price	Amount Dols.	Cts.
62231	Ring, oil seal	12	each			
63659	Gasket	6	each			
63991	Gasket	6	each			
64119	Gasket	12	each			
64826	Gasket..(Rocker box cover)	108	each			
65044	Ring, oil seal	18	each			
65046	Spacer	6	each			
66042	Seal, oil	108	each			
66110	Gasket	6	each			
66239	Ring,piston,compression	162	each			
66850	Packing	12	each			
67159	Ring, piston, oil wiper	54	each			
67160	Ring, piston,oil control	54	each			
67397	Gasket	12	each			
C-4092	Gasket	12	each			

e. Charts, four (4) power control, for R-975-7 engine, are on hand at the University of Kentucky.

f. Mount, engine test stand, for R-975-7 engine. Drawing No. X34G3998. On hand at the University of Kentucky.

g. Tank, oil, Drawing No. 37G1523, complete with mount, on hand at the University of Kentucky.

h. Ten (10) each forms, Inspection, for Radial Air-Cooled Engines, prepared by Aircraft Engine Lubricants Research Committee, Society of Automotive Engineers.

i. Oil, lubricating, aircraft engine, Grade 120. 5 drums each, (50 gallons each). of Power Plant Oils No. 244,245,246 and 247.

(Signed) Frank D. Peterson  
University of Kentucky  
 (Bidder)

(Continued on page 9)



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Item No.	Articles or Services	Quantity	Unit	Unit Price	Amount Dol. Cts.
1.	1) One (1) each manual, Operations, Technical Order No. 02-35A-1				
	2) One (1) each manual, Service, Technical Order No. 02-35A-2.				
	3) One (1) each manual, Overhaul, Technical Order No. 02-35A-3.				
k.	One (1) each Specification AN-VV-F-776 dated 10-15-40, complete with Amendment No. 3 dated 6-6-41.				
l.	Drawing, Installation, No. 49585 for R-975-7 engine, on hand at the University of Kentucky.				
m.	Tools, special, as required for disassembly and assembly of the R-975-7 engine. Alternately, the following drawings of special tools are on hand at the University of Kentucky:				
	Dwg. #82887, Puller, crankcase front section.	1	each		
	Dwg. #83648, Puller, crankcase section removing.	3	each		
	Dwg. #80076, Wrench, Oil pump drive shaft front gear and magneto gear (30 teeth).	1	each		
	Dwg. #80736, Puller, Oil Pump drive shaft front gear removing.	1	each		
	Dwg. #80351 Wrench, Cam hub bearing support lug.	1	each		
	Dwg. #80350 Puller, Super. impeller removing	1	each		
	Dwg. #80457 Wrench, Impeller shaft front ball bearing retainer nut	1	each		
	Dwg. #80131 Eye, Crankshaft and engine hoist.	1	each		
	Dwg. #82933 Wrench, crankshaft thrust ball bearing nut	1	each		
	Dwg. #83714 Puller, Knuckle pin removing and installing	1	each		

(Signed) Frank D. Peterson  
University of Kentucky  
(Bidder)

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Item No.	Articles or Services	Quantity	Unit	Unit Price	Amount Dols.	Cts.
Dwg.#81752	Removing and installing tool-piston ring	1	each			
Dwg. #80412	Timing Disc.	1	each			
Dwg. #80292	Handle, for timing disc.	1	each			
Dwg. #80932	Indicator, top dead center	1	each			
Dwg. #80336	Bar, crankshaft aligning	1	each			
Dwg. #83243	Removing tool, piston pin	1	each			
Dwg. #83749	Stand, Crankshaft disassembling and assembling bench	1	each			
Dwg. #83750	Adapter, crankshaft disassembling and assembling bench	1	each			
Dwg. #84930	Wrench, Crank shaft cheek cap screw.	1	each			

NOTE: Additional quantities of P.P.O. Nos. 244, 245, 246 and 247 (under Paragraph 1 above) will be furnished if required to complete these tests.

NOTE: Exhibits A and B attached hereto are made a part hereof.

CERTIFICATES WITH INVOICES: See Par. 17, Page 2 hereof.

In the event state or local taxes are included by the contractor in the amount billed, the amount of taxes should be separately stated, and the following clause inserted in the contractor's invoice:

"In case it shall ever be determined that the foregoing tax was not required to be paid by the vendor, the vendor agrees to make prompt application for the refund thereof, to take all proper steps to procure the same, and when received, to repay the same to the United States."

(Signed) Frank D. Peterson  
University of Kentucky  
(Bidder)

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Item No.	ARTICLES OR SERVICES	Quantity	Unit	Unit Price	Amount Dols.	Cts.
	<u>SHIPPING INSTRUCTIONS:</u> Quartermaster, Wright Field, Wright, Greene County, Ohio, marked for Air Corps Supply Officer. (Order and item numbers must be shown on all packages.)					

SHIPPING POINT: Wenner-Gren Laboratory, University of Kentucky,  
Lexington, Ky.

(Bidder is requested to indicate shipping point)

INSPECTION AND ACCEPTANCE at destination.

PROCUREMENT AUTHORITY: The supplies and/or services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authority, the available balance of which is sufficient to cover cost of same:

AC 11 P 71-13 A0705-23

Address all invoices to Finance Officer, Wright Field, Dayton, Ohio, who is hereby designated to make payment.

NOTE: PARAGRAPH 25 OF PAGE 2(e) HEREOF IS NOT APPLICABLE.

NOTE: Any contract complementing this request for bids will be subject to "Representations and Stipulations Pursuant to Act No. 846, 74th Congress" incorporated in Additional Conditions, Page 2(a) attached to and made a part of this Invitation.

There is also added to Representations and Stipulations above referred to Paragraph (1) as follows:

(1) This Article shall be subject to such exemptions as have been granted or shall hereafter be granted from time to time by the Secretary of Labor so long as such exemptions shall remain in effect.

WAGE DETERMINATION: Paragraph (2) (a) of Page 2(a) is hereby deleted. There is substituted in lieu thereof the following:

The contractor shall conform to all applicable wage determinations. (See Paragraph (1) (b), Page 2(a).

TAXES: See Par. 10, page 2 hereof, and Par. 21, Page 2(e). Provisions incorporated in Par. 10, Page 2 hereof, shall apply to this Invitation in lieu of Par. 6, on reverse of Form 33. Bidder shall accomplish on Page 2(e) the questionnaire form incorporated therein.

(Signed) Frank D. Peterson  
University of Kentucky  
Bidder

(Continued on page 12)

STANDARD GOVERNMENT FORM OF CONTINUATION SCHEDULE FOR STANDARD FORM 31  
OR 33

(535) 42-22846

(SUPPLIES) W535 ac30577

Page 12

K-42-10,256

Item No.	ARTICLES OR SERVICES	Quan- tity	Unit	Unit Price	Amount Dol.	Cts.
-------------	----------------------	---------------	------	---------------	----------------	------

**PREFERENCE RATING:** The articles listed in this Invitation may fall within the category of critical items, as classified by the joint Army and Navy Munitions Board, for assignment of preference rating, and consideration will be given upon request of bidder to classify any awards and contracts resulting from this invitation with Preference Rating A-1-E.

**NOTE:** In order that proper assistance may be rendered to prime contractors to effect greater use of subcontracts, bidders shall submit with bid a list, in triplicate, of components upon which bidder has not the facilities to produce in the required quantity and time. Such list will designate (1) the components for which bidder has already determined adequate subcontracting facilities and (2) those for which sources of supply must still be located.

**AUTHORITY FOR PURCHASE:** 221550 dated 5-20-42 (Power Plt.Lab./Hardy)  
Project No. 71-2,  
Item No. 532-1,  
Misc.Chg.No. 532-1-46,  
Class. 06-A

**NOTE:** TERMINATION CLAUSE ATTACHED HERETO IS MADE A PART HEREOF.

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(Signed) Frank D. Peterson  
University of Kentucky  
(Bidder)

## NOTICE TO CONTRACTORS:

The following extract of Circular Letter No. 447, Procurement Division, Treasury Department, dated Dec. 3, 1940, subject "Procedure under the Assignment of Claims Act of 1940" is quoted as follows:-

"In the event that any moneys due or to become due from the United States under any contract are assigned pursuant to the terms of the Assignment of Claims Act of 1940, the assignee is required to forward a true copy of the assignment, together with written notice thereof, to each of the parties specified in proviso 4 of the Act. This notice of said assignment should be furnished to each of such parties in quadruplicate. Three of the four copies of each notice of assignment should be returned to the assignee under the contract with the receipt form at the end thereof properly executed. One of these copies is for assignee. The other two copies should be attached to the first voucher, invoice, or other similar document submitted for payment. One copy of each receipt should be furnished to the General Accounting Office with the first voucher and the other copy of each receipt retained by the appropriate officer of the Department making payment. Reference as to the previously filed receipts should be made on subsequent vouchers."

This procedure is designed to afford the assignee and the appropriate officers of the Government convenient evidence that there has been compliance with the requirements of the statute with the reference to the filing of notice of such assignments.

Appropriate forms for Notice of Assignment may be had by applying to this office.

(Signed) Herbert S. Wagner  
HERBERT S. WAGNER  
Major, Air Corps  
Contracting Officer.

ORIGINAL

(This Form May Not Be Reproduced)  
WAR PRODUCTION BOARDSerial No. Q 921534  
hb

## PREFERENCE RATING CERTIFICATE

1. Issued to UNIVERSITY OF KENTUCKY  
(Contractor)
2. Address Lexington, Kentucky
3. Related contract number of initiating Government Agency (535)  
42-22846-W535 ac 30577
4. Government Agency which placed contract Army Air Forces.  
Materiel Center, Wright  
Field, Dayton, Ohio
5. ITEMS COVERED BY THIS CERTIFICATE--List for each item:

Required Deliv. Date	Quan- tity each ship.	Value each ship- ment	Description
Dec.15, 1942	1 ea.	\$6,000.00	TEST, lubricating Oil, Aircraft Engine, 100 hours duration, using Power Plant Oil No. 244, in accordance with AAF Specification No. 3583, dated January 25, 1937 and Exhibits "A" and "B".
	1 ea.	6,000.00	TEST, lubricating Oil, Aircraft Engine, 100 hours duration, using Power Plant Oil No. 245, in accordance with AAF Specification No. 3583, dated January 25, 1937 and Exhibits "A" and "B".
	1 ea.	6,000.00	TEST, lubricating Oil, Aircraft Engine 100 hours duration, using Power Plant Oil No. 246, in accordance with AAF Specification No. 3583, dated January 25, 1937 and Exhibits "A" and "B".
	1 ea.	6,000.00	TEST, Lubricating Oil, Aircraft Engine 100 hours duration, using Power Plant Oil No. 247, in accordance with AAF Specification No. 3583 dated January 25, 1937, and Exhibits "A" and "B".
		\$24,000.00	
	Less Fed. Gasoline Tax & State Gasoline Tax	250.00 850.00	
		\$22,900.00	

(Continued on next page)

6. Authentication: I hereby certify that the items specified in this Certificate are essential for the completion of the government contract cited herein, and that the quantities and Required Delivery Date(s) specified are not greater nor earlier than necessary for completion on time of said contract.

\_\_\_\_\_  
 (Signature and title of authorized official of contractor) (Signed) John T. McDaniel  
 JOHN T. MCDANIEL, CAPT. AAF  
 Contracting Officer  
 Wright Field, Dayton, Ohio, June 26,  
 1942

\_\_\_\_\_  
 Date

7. Preference Rating A-1-E (ANMB Code No. 1)  
 is hereby assigned to the items in the quantities covered by this Certificate. If this Certificate covers machine tools, cite Urgency Standing No. (if any) \_\_\_\_\_

This Certificate is not valid unless authentication is signed by the appropriate United States Government Official.

(Signed) J. T. Knowlson

ORIGINAL TO BE ISSUED TO AND RETAINED BY CONTRACTOR

## INSTRUCTIONS FOR EXTENSION OF PREFERENCE RATING

Priorities Regulation No. 3 Governs the Issuance of This Certificate and the Preference Rating Assigned. All of Its Terms Must Be Observed. The Following Instructions Are Provided to Assist in Extension of Preference Ratings.

1. The Preference Rating assigned by this Certificate may be extended only to:

- (a) Deliveries of material which will be physically incorporated into material to be ultimately delivered to the original recipient of the Preference Rating, or to deliveries of material which itself will be ultimately delivered to the original recipient of the Preference Rating, or which will be used, within the limitations of paragraph (e) of Priorities Regulation No. 3, to restore inventory to a practicable working minimum.
- (b) Material which is neither greater in quantity nor to be delivered on dates earlier than required to make on schedule a rated delivery or, within the limitations of Priorities Regulation No. 3, to restore inventory to a practicable working minimum.

2. The person to whom this Certificate is issued and each related Supplier and Subsupplier must send a certified copy of all purchase orders on which the rating is extended as prescribed in the form of Certification below.

3. Section 35 (A) of the United States Criminal Code, 18 U.S.C.A. 80, makes it a criminal offense to make a false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

4. The person to whom this Certificate is issued shall retain it, and he and each related Supplier and Subsupplier may extend the Preference Rating assigned herein to his purchase order(s) by executing and transmitting to his Supplier(s) by endorsement on purchase order or other equivalent document the following form of Certification, which shall constitute a representation to the Director of Industry Operations:

If Certificate is issued for machine tools, cite Urgency Standing Number in a footnote addition to the Certification. If Certificate is issued under a letter of intent, insert reference to a footnote addition to the Certification in the space provided for the Contract No(s). Such footnote shall state the Supply Arm or Bureau of the Army or Navy (or other Government Agency which issued letter of intent), the date of the letter and identification symbols appearing thereon.



## CERTIFICATION

The undersigned represents to the Director of Industry Operations that Preference Rating A-1-E (ANMB Code No. 1) is hereby applied pursuant to Certificate PD-3A, Serial No(s).

Q 921534 and initiating Government Agency (ies) AAF, Materiel Center, Wright Field, Dayton, Ohio, Contract No(s). (535) 42-22846, W535 ac30577 placed with Prime Contractor(s), University of Kentucky, Lexington, Ky. in accordance with Priorities Regulation No. 3, with which I certify I have complied. The person extending this rating must send a certified copy of his purchase order to 8505 W. Warren Ave., Detroit, Mich. or, if purchase involves several orders, to the inspector named on the order having the greatest value.

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name of purchaser)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and title of official)

July 3, 1942

Memorandum:

The Mawen Motor Corporation, being foreign owned, has been subject to Federal operating licenses since July, 1941, and under the direction of the Foreign Funds Control, United States Treasury, Washington, D.C.

In January, 1942, when Mr. Wenner-Gren was placed on the proclaimed list of blocked nationals, the writer visited Washington and discussed with officials of Foreign Funds Controls, Treasury Department, Washington, D.C., the status of our company in view of this action. At the time of my visit in Washington I filed with the Treasury, State and Commerce Departments complete technical data of our development project, and as a result the Treasury, State and Commerce Departments held a meeting, and on January 24th I was advised by the Treasury as follows:

"Mr. Carlson, you have a worthy project that should not be stymied and a license will be granted to receive funds and disburse funds."

Licenses issued are periodic and on every application we filed with the Treasury we have received favorable action, and I have every reason to believe that this will continue.

(Signed) George Carlson, President  
Mawen Motor Corporation

War Department  
Army Air Forces  
Form No. 98

WAR DEPARTMENT  
ARMY AIR FORCES

Contract No. W 535 ac 37334  
Order No. (535) 43-21878-E

To insure prompt payment,  
place this Order Number on  
all Packages, Bills, and Cor-  
respondence.

Address all correspondence  
regarding this order for  
attention of  
FJK:GD:AA

## PURCHASE ORDER

TO UNIVERSITY OF KENTUCKY  
Lexington, Kentucky

Date February 6, 1943

Ship to Transportation Officer  
Wright Field, Wright, Greene  
County, Ohio. Marked for:  
AAFSO

Ship via Transportation Charges  
Prepaid

Delivery within See below

Terms: Net days after  
receipt and acceptance of  
material.

ALL ARTICLES MUST BE DELIVERED F.O.B.

Destination

In accordance with your Letter proposal dated  
1/27/43 and subject to all conditions and requirements  
hereof and to all advertisements, circulars, specifications, and sam-  
ples pertaining hereto, award is hereby made you for furnishing the  
following articles at the prices shown and at the time, place, and in  
the manner herein specified.

Item No.	Quan- tity	Class. 03-C	ARTICLE	Unit Price	Total Price
1.			For making initial installation for type testing Army Air Forces Type D-2 accessory power plant.	\$ 700.00	\$ 700.00
2.			For conducting type tests on two Army Air Forces Type D-2 accessory power plants in accordance with Paragraphs F-7b(3), F-7b(5) and F-7b(6) of Spec. 95-32164, dated 1/5/42 and Amend. 1 dated 7/18/42, (maximum of 400 hours test time for both units)	per hr. 10.00	4,000.00
3.			For disassembling and inspecting of 2 units after test including complete tear down, measurement of all running fits, magnaflux inspection of all steel parts, and subsequent assembly	400.00	<u>800.00</u>
DELIVERY: Item 1 will be completed within 20 days, and the balance will be completed in 60 days.					\$5,500.00

Acknowledge this order and state definitely  
when shipment will be made

Continued on page 1b

~~xFinal~~ inspection and acceptance at destination

ANMB PREFERENCE ----- AA-2X

When ready for inspection, or, if practicable, ten days in advance thereof, notify

The supplies and/or services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to

Procurement Authority  
to cover the cost of AC 3010 P 611-07 A0705-23, the available balance of which is sufficient.

The Finance Officer, U.S. Army Wright Field, Dayton, O. is hereby designated to make payment for such supplies and/or services.

Equip.Lab.656-633; (O3C) Dept. 54-3

Dept. No. (YOUNG) Charge No. 611-4; 656-1

Req.No. 247860 dated 1/14/43 (Signed) Jackson C.Davis  
JACKSON C.DAVIS, Capt.  
A.C.

Conditions on reverse side are made part of this order, to which vendor agrees by an acceptance of this order.

#### CONDITIONS

1. An acceptance of this Purchase Order by the vendor shall bind the vendor to all the terms and conditions hereof.
2. The Articles set forth on the attached Continuation Schedule are incorporated herein as conditions to this Order.

#### INSTRUCTIONS

1. Address all invoices to FINANCE OFFICER designated to make payment.
2. Render invoice in triplicate for each shipment, marked original, duplicate, and triplicate, and each must be typewritten or made out in ink or indelible pencil.

3.(a) IF INSPECTION IS AT PLANT, WHETHER OR NOT FREIGHT TO ANOTHER POINT IS ALLOWED, SEE ARTICLE 17 OF CONTINUATION SCHEDULE.

(b) IF DELIVERIES ARE MADE F.O.B. PLANT WITH FREIGHT ALLOWED TO ANOTHER POINT, SEE ARTICLE 16 OF CONTINUATION SCHEDULE.

(c) IF DELIVERIES ARE MADE F.O.B. DESTINATION, transportation charges are absorbed in unit prices and should not be shown on invoices.

4. Invoices must describe articles in terms used in the Purchase Order. Government sizes must be shown.

5. All bills must show numbers and marks of cases or packages in which goods billed are shipped; weight of shipment, order number, and car number in which goods are shipped. A separate bill shall be rendered for each car lot.

6. The bill must show plainly (1) name of vendor by whom shipped, (2) Purchase Order number, (3) article and quantity, (4) number of case or package.

7. Invoice must show Purchase Order number and must bear on all three copies all vendor's certifications called for in the order.

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UNIVERSITY OF KENTUCKY

W 535 ac 37334  
(535) 43-21878-E  
Page 1(b)

NOTE: Report is to be submitted on the test of each power plant, either after failure or upon completion of type test and disassembly inspection.

This Purchase Order was negotiated under the authority of the First War Powers Act, 1941, and Executive Order No. 9001, Dec. 27, 1941.

Page 2  
Continuation Schedule for Standard Form 98 - ADDITIONAL  
CONDITIONS

1. Specifications.--Specifications herein referred to and specifications applicable to the products and materials or other items called for hereunder are made a part of the Purchase Order and must be adhered to.

Changes.--

2. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this Purchase Order, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. No change involving an estimated increase or decrease of more than Five Hundred Dollars shall be ordered unless approved in writing by the head of the department or his duly authorized representative. Any claim for adjustment under this Article must be asserted within ten days from the date the change is ordered, provided, however, that the Contracting Officer, if he determines that the facts justify such action, may receive and consider, and with the approval of the head of the department or his duly authorized representative, adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Article 12 hereof. But nothing provided in this Article shall excuse the Contractor from proceeding with the Purchase Order as changed.

3. 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.

4. Inspection.--(a) All material and workmanship shall be subject to inspection and test at all times and places and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles or require their correction. Rejected articles, and/or articles requiring correction, shall be removed by and at the expense of the Contractor promptly after notice so to do. If the Contractor fails to promptly remove such articles and to proceed promptly with the replacement and/or correction thereof, the Government may, by contract or otherwise, replace and/or correct such articles and charge to the Contractor the excess cost occasioned the Government thereby, or the Government may terminate the right of the Contractor to proceed as provided in Article 5 hereof, the Contractor and surety being liable for any damage to the same extent as provided in said Article 5 for terminations thereunder.

(b) If inspection and test, whether preliminary or final, is made on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. Special and performance tests shall be as described in the specifications. The Government reserves the right to charge to the Contractor any additional cost of inspection and test when articles are not ready at the time inspection is requested by the Contractor.

(c) Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government, except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Government for such materials or supplies as are not in accordance with the specifications. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

5. Delays-Damages.--(a) If the Contractor refuses or fails to make deliveries of the supplies within the time specified in the Purchase Order, 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 & 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 thirty 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 winter; 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 being limited to the types of causes above enumerated.

6. Responsibility for Supplies Tendered.--The Contractor shall be responsible for the articles or materials covered by the Purchase Order until they are delivered at the designated point, but the Contractor shall bear all risk on rejected articles or materials after notice of rejection. 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.

7. Increase or Decrease.--Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 per cent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

8. Payments.--The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial



deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract; provided, however, that as to contracts, the aggregate of which is less than \$5,000 in amount, only one payment will be made unless otherwise provided in the contract.

9. Additional Security.--Should any surety upon any bond that is furnished for the performance of this contract become unacceptable to the Government, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by the contract.

10. 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.

11. Covenant Against Contingent Fees.--The Contractor warrants that he has not employed any person to solicit or secure this Purchase Order upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the order, or, in its discretion, to deduct from the contract price or consideration the amount of such commissions, 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.

12. 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 to 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 an 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 member 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 contract. Any sum or sums allowed 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.

13. Domestic Articles.--Except as otherwise indicated, all unmanufactured articles, materials, or supplies furnished under this contract shall have been mined or produced in the United States and all manufactured articles, materials, or supplies shall have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States; provided, however, that the foregoing provisions of this Article shall be applicable to this contract only to the extent that this contract shall relate to articles of food or clothing not specifically exempted from such restrictions.

14. Definitions.--(a) The term "head of the department" as used herein shall mean the head or any assistant head of the executive department or independent establishment involved, and the term "his duly authorized representative" shall mean any person or board authorized 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.

15. Invoices.--(a) All vouchers or invoices submitted by Contractors for payment, when state or local sales taxes are not included in the amounts billed, shall have incorporated therein the following certificate:

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local sales taxes are not included in the amounts billed."

(b) If state or local sales taxes are included in the amounts

billed, the certificate set forth in paragraph (a), supra, shall be furnished with the words "and that state or local sales taxes are not included in the amounts billed" deleted therefrom.

(c) Whether State or local sales taxes are included or are not included in the amounts billed, the amounts of such taxes, if any, shall be shown in detail and separately stated in the vouchers or invoices submitted by the Contractor for payment.

16. Allowance of Freight.--If the supplies to be furnished under this contract are to be delivered f.o.b. the plant of the Contractor, or f.o.b. the city or shipping point where Contractor's plant is located, with freight allowed to some other specified point, or to any point within the continental limits of the United States, the Contractor agrees that the commercial freight charge for delivery of such supplies from its plant to such other specified point, or to the point of destination within the continental limits of the United States, as the case may be, shall be deducted from the price specified in this contract and such deduction will be shown on the invoices submitted by the Contractor.

17. Certificate Inspection.--(a) If the plant of the Contractor or the city or shipping point where Contractor's plant is located, is designated as the point for final inspection and acceptance by the Government of the supplies to be furnished under this contract (whether or not freight is allowed from such point of inspection and acceptance to another point), then at the option of the Contracting Officer any of said supplies may be accepted without Government inspection upon receipt of a certificate of the Contractor attached to an invoice for said supplies reading substantially as follows:

"I hereby certify that I did, on the \_\_\_\_\_ day of \_\_\_\_\_ 194\_\_\_\_ ship via \_\_\_\_\_, in accordance with shipping instructions issued by the Contracting Officer, the supplies called for by Purchase Order No. \_\_\_\_\_; that such supplies were in the quantities and of the quality called for, and were in all respects in accord with the applicable specifications. This statement is furnished to support payment of the attached invoice."

(b) Notwithstanding any provisions of the certificate above referred to, the liability of the Contractor with respect to the supplies covered by this contract will, after inspection by the Government, or after the expiration of a reasonable time following delivery to the Government within which inspection may be made, whichever occurs first, be limited (except as to supplies rejected upon such inspection) to liability for latent defects, fraud or such gross mistakes as amount to fraud.

(c) The provision of paragraph (c) of Article 4 reading as follows:

"..but failure to inspect and accept or reject materials or supplies shall not impose liability on the Government for such materials or supplies as are not in accordance with the specifications"

shall not be applicable to any supplies accepted without Government inspection pursuant to the foregoing provisions of this Article.

18. (a) Shipping, Packing, Marking, Tagging and Labelling Requirements.--(1) F.O.B. Point of Origin: Whenever it is provided herein that products and materials or other items called for under this contract shall be delivered to the Government f.o.b. cars and/or freight station at a specified city or shipping point, and whenever any Government-Furnished Equipment is to be delivered by the Contractor to the Government pursuant to Article 22 hereof, any shipment occupying sufficient space in a railroad car to constitute a carload shipment subject to carload freight rates shall be delivered f.o.b. cars, and any shipment subject to less-than-carload freight rates shall be delivered f.o.b. freight station. The Government shall be entitled to all rebates and allowances, if any, in connection with any pick-up-and-delivery services of the carrier or carriers involved. All said shipments shall be made on Government bills of lading, but the Contractor shall make application therefor on Army Air Forces, Materiel Center Form No. 26, which application shall be made in the manner prescribed herein.

(2) F.O.B. Destination. Whenever it is provided herein that products and materials or other items shall be delivered f.o.b. specified destinations, such products and materials or other items shall be shipped direct by the Contractor to the specified destinations on commercial bills of lading, f.o.b. each destination, at the expense of the Contractor.

(3) Domestic Packing. Whenever it is provided in this contract that products and materials or other items shall be packed for domestic shipment, the Contractor shall properly pack, box and/or crate such products and materials or other items in accordance with any applicable requirements of any specification pursuant to which such products and materials or other items are being furnished by the Contractor, and to the extent that there are no such applicable requirements, in accordance with standard commercial practice applicable thereto and any applicable Army Air Forces requirements. If so provided herein, or authorized in writing by the Contracting Officer, all carload domestic shipments may be shipped braced or racked in cars.

(4) Export Packing. Whenever it is provided in this contract that products and materials or other items shall be packed for export shipment, the packing, boxing and/or crating shall, unless otherwise provided herein, be accomplished by the Contractor in accordance with any applicable requirements of any specification pursuant to which such products and materials or other items are being furnished by the Contractor, and to the extent that there are no such applicable requirements, in accordance with the current issue of U.S. Army Specification No. 23-54 and any applicable Army Air Forces requirements.

(5) Marking of Outside Containers. Unless otherwise provided herein or in the shipping instructions or Government bills of lading therefor, all outside containers shall be marked in accordance with the current issue of U.S. Army Specification No. 100-2

and any applicable Army Air Forces requirements. Unless otherwise provided herein or directed in writing by the Contracting Officer, the Contractor shall attach one copy of a packing list to the inside cover, and an additional copy thereof in a waterproof envelope to the outside, of each outside container, and shall forward copies of the packing list bearing the outside container number to the consignee and to such other representatives of the Government as shall be directed by the Contracting Officer.

(6) Tagging and Labelling. The Contractor shall tag all products and materials or other items to be delivered by the Contractor to the Government, or the bundles thereof, and shall label all individual containers, all to the extent and in the manner necessary to comply with Army Air Forces requirements.

(7) Shipping and other Instructions. If not provided herein, complete shipping instructions with respect to any products and materials or other items to be delivered by the Contractor hereunder will be furnished to the Contractor in writing by the Contracting Officer at a later date. On the request of the Contractor the Contracting Officer will furnish to the Contractor the applicable Army Air Forces requirements and any other instructions with regard to packing, boxing, crating, marking, tagging and labelling!

(b) Government bills of lading. Application for Government bills of lading shall be made to the District Supervisor of such of the following Procurement Districts as may be specifically indicated herein, or otherwise as may be specified in writing to the Contractor by such District Supervisor:

- \_\_\_\_\_ (1) District Supervisor, WESTERN Procurement District, AAF Materiel Center, 3636 Beverly Boulevard, Los Angeles, California.
- \_\_\_\_\_ (2) District Supervisor, EASTERN Procurement District, AAF Materiel Center, 90 Church St., New York, New York.
- \_\_\_\_\_ (3) District Supervisor, CENTRAL Procurement District, AAF Materiel Center, 8505 W. Warren Ave., Detroit, Mich.
- \_\_\_\_\_ (4) District Supervisor, MIDWESTERN Procurement District, AAF Materiel Center, Municipal Airport, P.O. Box 117, Wichita, Kansas.

(c) Notice to Consignees. In connection with any shipment hereunder of one carload or equivalent or more consigned to any unit or officer of the War Department, the shipper, at the time the equipment or supplies are ordered for loading for rail, motor, or water transport, will send consignee notice thereof by prepaid telegraph or teletype, including date, route, size of shipment, and brief general description of the equipment or supplies comprising the shipment. When authorized by the purchasing and Contracting Officer, such notice may be sent by air mail, in lieu of telegraph or teletype where secrecy is essential and where the use of air mail is practicable. This provision is not to be substituted for any other requirement, such as mailing bills of lading.

19. Delivery Dates--Delays--(a) For the purpose of determining the fulfillment of this contract so far as delivery dates are

concerned, in the event deliveries are specified herein to be made f.o.b. cars and/or freight station, city or shipping point of Contractor's plant, the time of delivery of the articles shall be calculated as the date of final Government inspection ready for shipment to destination as certified to by the Government representative. In the event that material for installation which is to be supplied by the Government is not delivered to the Contractor before the date or dates on which it is required in order that the delivery dates specified in the contract may be met, such date or dates of delivery of Government material to be agreed upon between the Contractor and the Government representative, the Government agrees that the required delivery dates may be extended. This extension, however, shall not exceed that period of delay actually caused by the late delivery of Government-furnished material. If any item or items of material which the Government is required to furnish are not received by the Contractor before the dates hereinbefore provided, or as extended by the Government, the article or articles affected by such non-receipt of Government material shall be considered as complete without such material, but only for the purpose of determining the delivery date at the option of the Contracting Officer.

(b) Delay in delivery resulting from the inability of the Contractor, acting with due diligence, to procure materials or parts required for the manufacture of the articles called for hereunder shall be considered an excusable delay within the meaning of Article 5 hereof.

(c) Delay in delivery resulting from the loss of a substantial number of skilled employees through being drafted or volunteering for service in the Armed Forces and inability of the Contractor, despite due diligence, to replace such employees, shall be considered an excusable delay within the meaning of Article 5 hereof.

20. Inspection by Contractor and Report.--The Contractor shall provide an acceptable and complete system covering the inspection of all material, fabrication methods and finished parts. This system shall be approved by the Government representative who shall be assigned at the Contractor's plant. Records of all such inspection work shall be kept complete and shall be available to the Government representative at all times. The work of construction shall at all times be open to the duly authorized Government representative for the purpose of inspection, and every facility shall be afforded such inspectors for the prosecution of their work. The Government representative shall have the right to require replacement of parts not in accordance with the approved drawings or showing inferior workmanship or material, or which, in his opinion are unsuited for the purpose intended or seriously overweight. The Contractor shall inform the inspector when materials or parts are ready for inspection. The Contractor shall, in the manufacture of the articles to be supplied under this contract, be required to use jigs, fixtures, and/or other devices and appliances in all processes where such use is conducive to interchangeability and uniformity of the product, of such character as will reduce the necessity for selective assembly to the least practicable minimum, and whenever the inspector shall determine that any jig, fixture, device or other appliance is incorrect, worn, damaged, or defective to such an extent as to adversely affect basic

interchangeability of the article manufactured, he shall so inform the Contractor in the same manner as applied to the rejection of defective material presented for acceptance by the Government representative, and the Contractor shall not thereafter use the said jig, fixture, or appliance, in its incorrect, worn, damaged, or defective form in the manufacture of articles intended for delivery under this contract. The passing as satisfactory of any particular part or piece of material by the Government representative does not relieve the Contractor from any responsibility regarding faulty workmanship or material which may be subsequently discovered prior to final acceptance.

21. **Furnishing of Materials and Supplies by the Government.**--The Contracting Officer may at his option from time to time furnish the Contractor with materials and/or supplies not readily obtainable in the open market and which are required by the Contractor for the performance of this Purchase Order. In such event, an equitable adjustment in the contract price shall be made as provided in Article 2 hereof.

22. **Government Furnished Equipment.**--(a) **Delivery and Disposition of Government Furnished Property.**--In the event materials, supplies, equipment or other property are furnished by the Government to the Contractor under this contract, except such materials and/or supplies furnished under the terms of Article 21 hereof, for installation in the products and materials or other items called for hereunder, or for use in connection with the performance of this contract, said Government property shall be delivered to the Contractor, f.o.b. cars, freight station of transportation company at the city or shipping point where Contractor's plant is located, unless otherwise provided herein; and any of such materials, supplies, equipment or other property not permanently installed in the products and materials or other items called for hereunder, or properly expended by the Contractor in the performance of this contract, shall, unless otherwise provided herein, be delivered by the Contractor to the Government, f.o.b. cars and/or freight station, at the city or shipping point where Contractor's plant is located, packed for domestic shipment. For shipping, packing, boxing, crating, marking, tagging and labelling requirements, see Article 18.

(b) **Liability for Government-Owned Property.**--Except as to property the liability for which is fixed by any other instrument or agreement or by some other provision of this contract, the Contractor shall not be liable for loss or destruction of or damage to property of the Government in the possession or control of the Contractor in connection with this contract unless such loss, damage or destruction results from wilful misconduct or failure to exercise good 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) Property Accountability.--In the event Government property is furnished to the Contractor under this contract, the Property Officer, Government-Furnished Equipment, Wright Field, Dayton, Ohio, is designated as the officer to maintain the necessary property records in connection with this contract as contemplated by A.R. 35-6520.

23. Anti-Discrimination.--(a) The Contractor, in performing the work required by this contract, shall not discriminate against any worker 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.

24. Subcontracts.--No contract shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts, or work herein contracted for without the written approval of the Contracting Officer as to sources.

25. Reproduction Rights.--It is understood and agreed that the Contractor does not convey to the Government any reproduction rights in or to the articles called for herein by virtue of the terms of this contract, except as may be herein otherwise provided.

26. Inspection and Audit of Books.--The Contractor agrees, in the event this contract provides for furnishing or constructing aircraft, aircraft parts, or aeronautical accessories, that its manufacturing plant and books, or such part of its manufacturing plant as may be so engaged, shall at all times be subject to inspection and audit by any person designated by the head of any executive department of the Government. The Contractor further agrees to incorporate in each subcontract to this contract for furnishing or constructing aircraft, aircraft parts, or aeronautical accessories, a similar agreement authorizing any person designated by the head of any executive department of the Government to inspect and audit the plant and books of the subcontractor. See also Title XIII, Section 1301, "Second War Powers Act, 1942".

27. Employment of Aliens.--No aliens employed by the Contractor for furnishing or constructing aircraft, or aircraft parts, or aeronautical accessories for the United States shall be permitted to have access to the plans or specifications or the work under construction or to participate in the contract trials without the written consent beforehand of the Secretary of War.



28. Test Report.--If it is provided herein that Contractor shall be required to furnish a test report, such report shall cover both chemical and physical contents of materials supplied, and shall represent test on the material to be shipped and shall be signed and sworn to by the chemist or test engineer in charge of the laboratory performing the test. Report will be rendered in duplicate to the consignee of each shipment. The above report will be in addition to the regular certificate report of inspection.

29. Taxes.--Unless otherwise indicated herein, the prices set forth herein include any Federal, state and local tax or charge heretofore imposed which is applicable to the supplies or work covered hereby! If after the date of the award, the Federal Government or any state or local government shall impose, remove, or change 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 or sale 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 a tax, where the Contractor is relieved to that extent, and if in case of an increase in an existing tax or the imposition of a new tax the Contractor has paid such tax or charge to the Federal Government or 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, and the Contractor agrees, in the case of any such state or local tax or charge, to take such steps as may be requested by the Government to cause such tax or charge to be paid under protest, to preserve and to cause to be assigned to the Government any and all rights to the refund of such tax or charge, 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; and Provided further, That 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.

30. Termination for Convenience of the Government.--(a)The Government may, at any time, terminate this contract in whole or in part by a notice in writing from the Contracting Officer to the Contractor that the contract is terminated under this Article. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which the Government may have against the Contractor, or any claims which the Contractor may have against the Government. Upon receipt of such notice the Contractor shall, except as the Contracting Officer directs otherwise, (1)discontinue all work and the placing of all orders for materials and facilities in connection with performance of this contract, cancel all existing orders

chargeable to this contract, and terminate all subcontracts chargeable to this contract; (2) transfer to the Government, by delivery f.o.b. cars, freight station of transportation company, at the city or shipping point where the Contractor's plant is located, or by such other means as the Contracting Officer may direct, title to all completed supplies (including spare parts, drawings, information, and other things) called for herein, not previously delivered, and partially completed supplies, work in process, materials, fabricated parts, plans, drawings, and information acquired or produced by the Contractor for the performance of this contract; and (3) take such action as may be necessary to secure to the Government the benefits of any rights remaining in the Contractor under orders or subcontracts wholly or partially chargeable to this contract to the extent that such orders or subcontracts are so chargeable. If and as the Contracting Officer so directs or authorizes, the Contractor shall sell at a price approved by the Contracting Officer, or retain at a price mutually agreeable, any such supplies, partially completed supplies, work in process, materials, fabricated parts or other things. The proceeds of such sale or the agreed price shall be paid or credited to the Government in such manner as the Contracting Officer may direct so as to reduce the amount payable by the Government under this Article.

(b) The Government shall, upon such termination of this contract, pay to the Contractor the contract price of all supplies (including spare parts, drawings, information, and other things) called for herein which have been completed in accordance with the provisions of this contract and to which title has been received by the Government under the provisions of paragraph (a) (2) of this Article and for which payment has not previously been made.

(c) In addition to, and without duplication of, the payments provided for in paragraph (b), or of payments made prior to the termination of this contract, the Government shall pay to the Contractor such sum as the Contracting Officer and the Contractor may agree by Supplemental Agreement is reasonably necessary to compensate the Contractor for his costs, expenditures, liabilities, commitments, and work in respect to the uncompleted portion of the contract so far as terminated by the notice referred to in paragraph (a). The Contracting Officer shall include in such sum such allowance for anticipated profit with respect to such uncompleted portion of the contract as is reasonable under all the circumstances.

(d) If the Contracting Officer and the Contractor, within 90 days from the effective date of the notice of termination referred to in paragraph (a) or within such extended period as may be agreed upon between them, cannot agree upon the sum payable under the provisions of paragraph (c) the Government, without duplication of any payment made pursuant to paragraph (b) or prior to the termination of this contract, shall in the above events compensate the Contractor for the uncompleted portion of the contract as follows:

- (1) By reimbursing the Contractor for all actual expenditures and costs certified by the Contracting Officer as having been made or incurred with respect to the uncompleted portion of the contract:

- (2) By reimbursing, or providing for the payment or reimbursement of, the Contractor for all expenditures made and costs incurred with the prior written approval of the Contracting Officer in settling or discharging that portion of the outstanding obligations or commitments of the Contractor which had been incurred or entered into with respect to the uncompleted portion of the contract; and
- (3) By paying the Contractor, as a profit on the uncompleted portion of the contract, insofar as a profit is realized hereunder, a sum to be computed by the Contracting Officer in the following manner: The Contracting Officer shall
  - (a) Estimate the profit which would have been realized on the uncompleted portion of the contract if the contract had been completed and labor and material costs prevailing at the date of termination had remained in effect.
  - (b) Estimate, from a consideration of all relevant factors, the percentage of completion of the uncompleted portion of the contract.
  - (c) Multiply the anticipated profit determined under (a) by the percentage determined under (b). The result is the amount to be paid to the Contractor as a proportionate share of profit, if any, as above provided.

Notwithstanding the above provisions, no compensation shall be paid under this paragraph (d) by way of reimbursement for expenditures, including expenditures made in settling or discharging obligations or commitments, or by way of profit on account of supplies and other things which are undeliverable because of destruction or damage, whether or not because of the fault of the Contractor.

(e) The Government shall pay to the Contractor such sum as the Contracting Officer and the Contractor may agree upon for expenditures made and costs incurred with the approval of the Contracting Officer (a) after the date of termination for the protection of Government property, and (b) for such other expenditures and costs as may be necessary in connection with the settlement of this contract, and in the absence of such agreement as to the amount of such expenditures and costs shall reimburse the Contractor for the same.

(f) The obligation of the Government to make any of the payments required by this Article shall be subject to any unsettled claim for labor or material and to any claim which the Government may have against the Contractor under or in connection with this contract, and payments under this Article shall be subject to reasonable deductions by the Contracting Officer on account of defects in the materials or workmanship of completed or partially completed supplies delivered hereunder.

(g) The sum of all amounts payable under this Article, plus the sum of all amounts previously paid under this contract, shall not exceed the total contract price, adjusted in the event that this contract contains an Article providing for price adjustment, on the basis of the estimate of the Contracting Officer, to the extent which would have been required by such Article if this contract had been completed and labor and materials costs prevailing at the date of termination had remained in effect.

(h) Should the above provisions of this Article not result in payment to the Contractor of at least \$100, then that amount shall be paid to the Contractor in lieu of any and all payments hereinbefore provided for in this Article.

(i) The Government shall promptly make partial payments to the Contractor,

(1) On account of the amounts due under paragraphs (b), (c) and (d) of this Article to the extent that, in the judgment of the Contracting Officer such payments are clearly within the amounts due under such paragraphs, and

(2) of such amounts as the Contracting Officer may direct, on account of proposed settlements of outstanding obligations or commitments, to be made by the Contractor pursuant to paragraph (d) (2) of this Article, if such settlements shall have been approved by the Contracting Officer and subject to such provisions for escrow or direct payment to the persons entitled to receive such settlement payments as the Contracting Officer may require.

(j) Any disputes arising out of termination under this Article shall be decided in accordance with the procedure prescribed in Article 12 of this contract.

(k) Upon the making of the payments called for by this Article, all obligations of the Government to ~~make~~ further payments or to carry out other undertakings hereunder shall cease forthwith and forever, except that all rights and obligations of the respective parties under the Articles, if any, of this contract applicable to patent infringements and reproduction rights shall remain in full force and effect.

(l) The Government shall terminate this contract only in accordance with this Article, except as otherwise provided by law or by Article 5. Notwithstanding Article 5 and any defaults of the Contractor, the Government shall terminate this contract only in accordance with this Article if such termination is simultaneous with or part of or in connection with a general termination of war contracts at, about the time of, or following the cessation of the present hostilities or the end of the present war, unless the Contracting Officer finds that the defaults of the Contractor (1) have been gross or wilful and (2) have caused substantial damage to the Government.

31. Notice to Government of Labor Disputes.--(a)Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor will immediately give notice thereof to the nearest Army Air Forces Representative. Such notice shall include all relevant information with respect to such dispute.

(b) The Contractor will include in each subcontract hereafter made under this contract the following provision:

"Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of this contract,  
 \_\_\_\_\_ will immediately give notice  
 (Subcontractor)

thereof to the nearest Army Air Forces Representative. Such notice shall include all relevant information with respect to such dispute."

As used in this paragraph (b) the term "subcontract" shall have the same definition as that contained in Article 23.

32. Emergency Price Control Act.--In case the Contractor is unable, because of the establishment of any maximum price under the Emergency Price Control Act of 1942, to purchase materials and/or supplies required by the Contractor for the performance of this contract and the Contracting Officer does not furnish the same under the terms of Article 21 hereof within a reasonable period after receiving the Contractor's written request to do so, the Contractor's delay in delivery or failure to deliver resulting therefrom shall be considered an excusable delay within the meaning of Article 5 hereof, and, upon the request of the Contractor, the Government will enter into negotiations with the Contractor with a view to making such adjustment in the contract, if any, as may be equitable in the circumstances.

33. Patents.--The Contractor shall hold and save the Government, its officers, agents, servants and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the Government unless otherwise specifically stipulated in this Purchase Order; provided however, that this Article, in so far as patents are concerned, shall be limited to United States patents; and provided, further, that this Article shall not apply to any invention covered by an application for United States Letters Patent made secret and tendered to the Government under the provisions of the Act of October 6, 1917, as amended (35 U.S.C. 42), and which the Contractor does not own or control and under which the Contractor is not licensed.

34. Assignment of Rights Hereunder.--(a) The following provisions of this Article shall be deemed inoperative if this contract does not provide for payments aggregating \$1,000 or more.

(b) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(c) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following:

- (i) General Accounting Office;
- (ii) The Contracting Officer;
- (iii) The surety or sureties upon the bond or bonds, if any, in connection with this contract;
- (iv) The officer designated in this contract to make payments thereunder.

(d) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this Article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph.

(e) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction.

(f) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

(g) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

(h) (1) If a classification of Secret, Confidential or Restricted appears in the Purchase Order Form No. 98, supra, or in the event this contract be hereafter made Secret, Confidential or Restricted, the following subparagraphs (2) and (3) shall be applicable during the existence of such classification.

(2) In no event shall copies of any plans, specifications or other similar documents marked "Secret," "Confidential" or "Restricted" and annexed or attached to this contract be furnished to any assignee of any claims arising under this contract or to any other person not otherwise entitled to receive the same.

(3) The Contractor agrees that he will obtain from the assignee an agreement signed by such assignee similar to that required by paragraph 50, AR 380-5. In such agreement the assignee shall also agree that, in case of further assignment, it will obtain a similar agreement for such assignee.

35. Secrecy.--(a) The Contractor agrees to be responsible in matters within its control for the safeguarding of all Secret, Confidential or Restricted matters that may be disclosed or that may be developed in connection with the work under this contract and to require a similar agreement of all subcontractors and agents of the Contractor to whom any work or duty relating to this contract may be allotted.

(b) The Contractor agrees to file no application for registration under the Securities Act of 1933, as amended, containing any reference to this contract or to its terms and provisions without first securing the consent of the War Department. Requests for such consent will be addressed to the Contracting Officer.

(c) (1) If a classification of Secret, Confidential or Restricted appears in the Purchase Order Form No. 98, supra, or in the event this contract be hereafter made Secret, Confidential or Restricted, the following subparagraphs (2), (3) and (4) shall be applicable during the existence of such classification.

(2) This contract and its related documents and subject matter include, refer to or incorporate classified military information within the scope of the laws and regulations governing the safeguarding of military information. The Contractor shall comply with the requirements of the pertinent regulations, particularly paragraphs 53 and 60 of AR 380-5, as they may be amended or supplemented from time to time, and with any special instructions, which may be issued pursuant thereto, and shall not publish, divulge or sell anything which includes, refers to or incorporates such classified military information without specific authority therefor from the Government.

(3) The Contractor will not permit any alien employed or to be employed by it or by any sub-bidder or subcontractor to have access to the drawings, specifications and accompanying enclosures relating to the performance of this contract, or to the models or materiel referred to therein, or to engineering principles, composition, subassemblies, or assemblies which are vital to the functioning or use of the article or articles forming the subject matter of this contract, without the written consent beforehand of the Secretary of War.

(4) 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 the Contractor or any person under his control in connection with the work under this contract, may subject the Contractor, his agents, employees, and subcontractors to criminal liability under the laws of the United States (See Title 1 of an Act approved June 15, 1917, (40 Stat. 217; 50 U.S.C. 30-42), as amended by an Act approved March 23, 1940 (54 Stat., Chap. 72); and the provisions of an Act approved January 12, 1938 (52 Stat. 3; 50 U.S.C., Supp. V. 45-45d), as supplemented by Executive Order No. 8381, dated March 22, 1940, 5 F.R. 1147 D.I.). The Contractor shall cause a like provision to be inserted in all sub-contracts under this contract.

(d) As to aircraft, aircraft parts and aeronautical accessories see also Article 27 hereof.

36. Walsh-Healey Act.--The following representations and stipulations pursuant to the Walsh-Healey Public Contracts Act (Act of June 30, 1936; 49 Stat.2036;41 U.S.C.35-45;Public No. 846,74th Congress), shall apply to the performance of this contract:

(a) The Contractor is the manufacturer of or a regular dealer in the materials, supplies, articles, or equipment to be manufactured or used in the performance of the contract.

(b) All persons employed by the Contractor in the manufacture or furnishing of the materials, supplies, articles, or equipment used in the performance of the contract will be paid, without subsequent deduction or rebate on any account, not less than the minimum wages as determined by the Secretary of Labor to be the prevailing minimum wages for persons employed on similar work or in the particular or similar industries or groups of industries currently operating in the locality in which the materials, supplies, articles, or equipment are to be manufactured or furnished under the contract: Provided, however, That this stipulation with respect to minimum wages shall apply only to purchases or contracts relating to such industries as have been the subject matter of a determination by the Secretary of Labor.

(c) No person employed by the Contractor in the manufacture or furnishing of the materials, supplies, articles, or equipment used in the performance of the contract shall be permitted to work in excess of 8 hours in any one day or in excess of 40 hours in any one week, unless such person is paid such applicable overtime rate as has been set by the Secretary of Labor: Provided, however, That the provisions of this stipulation shall not apply to any employer who shall have entered into an agreement with his employees pursuant to the provisions of paragraphs 1 or 2 of subsection (b) of section 7 of an act entitled "The Fair Labor Standards Act of 1938"; Provided, further, That in the case of such an employer, during the life of the agreement referred to, the applicable overtime rate set by the Secretary of Labor shall be paid for hours in excess of 12 in any 1 day or in excess of 56 in any 1 week and if such overtime is not paid, the employer shall be required to compensate his employees during that week at the applicable overtime rate set by the Secretary of Labor for hours in excess of 8 in any 1 day or in excess of 40 in any 1 week.

(d) No male person under 16 years of age and no female person under 18 years of age and no convict labor will be employed by the Contractor in the manufacture or production or furnishing of any of the materials, supplies, articles, or equipment included in the contract.

(e) No part of the contract will be performed nor will any of the materials, supplies, articles, or equipment to be manufactured or furnished under said contract be manufactured or fabricated in any plants, factories, buildings or surroundings or under working conditions which are insanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of the contract. Compliance with the safety, sanitary, and factory inspection laws of the State in which the work or part thereof is to be performed shall be prima-facie evidence of compliance with this



paragraph.

(f) Any breach or violation of any of the foregoing representations and stipulations shall render the party responsible therefor liable to the United States of America for liquidated damages, in addition to damages for any other breach of the contract, in the sum of \$10 per day for each male person under 16 years of age or each female person under 18 years of age, or each convict laborer knowingly employed in the performance of the contract, and a sum equal to the amount of any deductions, rebates, refunds, or underpayment of wages due to any employee engaged in the performance of the contract; and, in addition, the agency of the United States entering into the contract shall have the right to cancel same and to make open-market purchases or enter into other contracts for the completion of the original contract, charging any additional cost to the original contractor. Any sums of money due to the United States of America by reason of any violation of any of the representations and stipulations of the contract as set forth herein may be withheld from any amounts due on the contract or may be recovered in a suit brought in the name of the United States of America by the Attorney General thereof. All sums withheld or recovered as deductions, rebates, refunds, or underpayments of wages shall be held in a special deposit account and shall be paid, on order of the Secretary of Labor, directly to the employees who have been paid less than minimum rates of pay as set forth in such contracts and on whose account such sums were withheld or recovered: Provided, That no claims by employees for such payments shall be entertained unless made within one year from the date of actual notice to the Contractor of the withholding or recovery of such sums by the United States of America.

(g) The Contractor shall post a copy of the stipulations in a prominent and readily accessible place at the site of the contract work and shall keep such employment records as are required in the Regulations under the act available for inspection by authorized representatives of the Secretary of Labor.

(h) The foregoing stipulations shall be deemed inoperative if this contract is for a definite amount not in excess of \$10,000.

(i) The foregoing representations and stipulations shall be subject to all applicable regulations, determinations and exemptions of the Secretary of Labor now or hereafter in effect.

Note: The attention of bidders is directed to the publication of the United States Department of Labor entitled "Rulings and Interpretations under the Walsh-Healey Public Contracts Act, Public No. 846, Seventy-fourth Congress, approved June 30, 1936." This publication may be purchased from the Superintendent of Documents, Washington, D.C., for 10 cents. Knowledge of the contents of this publication is essential for all bidders, since, in addition to rulings and interpretations, it contains the rules and regulations of the Secretary of Labor published pursuant to section 4 of the law which are applicable to this invitation and definitions of the terms "manufacturer" and "regular dealer."

37. Eight-Hour Law--Overtime Compensation.--(a) No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this Article. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this Article a penalty of five dollars shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this Article, and all penalties thus imposed shall be withheld for the use and benefit of the Government; Provided, that this stipulation shall be subject in all respects to the exceptions and provisions of U.S. Code, title 40, sections 321, 324, 325, and 326, relating to hours of labor, as modified by the provisions of Section 503 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

(b) The provisions of the foregoing paragraph (a) shall be applicable only if it is expressly stated herein that the provisions of Article 36 hereof, entitled "Walsh-Healey Act," are inapplicable to this contract.

38. Convict Labor.--(a) The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor. This provision 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 person, firm or corporation.

(b) The provisions of the foregoing paragraph (a) shall be applicable only if it is expressly stated in this Purchase Order that the provisions of Article 36 hereof, entitled, "Walsh-Healey Act," are inapplicable to this Purchase Order.

39. Engineering Data.--In the event it is provided herein that the Contractor shall furnish engineering data covering the articles called for hereunder, such data shall be furnished without additional cost to the Government unless otherwise provided herein.

40. Renegotiation Pursuant to Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended.

(a) Upon the written demand of the Secretary, at such period or periods when, in the judgment of the Secretary, the profits accruing to the Contractor under this contract can be determined with reasonable certainty, the contract price will be renegotiated to eliminate therefrom any amount found as a result of such renegotiation to represent excessive profits. The demand of the Secretary shall fix a place for renegotiation and a time for commencement thereof not later than one year after the close of the fiscal year of the Contractor within which completion or termination of this contract, as determined by the Secretary, occurs.

(b) The Contractor will furnish to the Secretary such statements of actual costs of production and such other financial statements, at such times and in such form and detail, as the Secretary may prescribe, and will permit such audits and inspections of its books and records as the Secretary may request.

(c) The Government shall retain from amounts otherwise due the Contractor, or the Contractor shall repay to the Government if paid to him, any amount of the contract price found as a result of such renegotiation to represent excessive profits and not eliminated through reductions in contract price or otherwise, as the Secretary may direct.

(d) The Contractor will include in each sub-contract made by it under this contract for an amount in excess of \$100,000, the following provisions:

"ARTICLE.--Renegotiation Pursuant to Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942 as amended.

"(1) Upon the written demand of the Secretary, at such period/<sup>or</sup> periods when, in the judgment of the Secretary, the profits accruing to \_\_\_\_\_ under this contract can be de-

(Subcontractor)

termined with reasonable certainty, the Secretary and \_\_\_\_\_

(Subcontractor)

will renegotiate the contract price to eliminate therefrom any amount found as a result of such renegotiation to represent excessive profits. The demand of the Secretary shall fix a place for renegotiation and a time for the commencement thereof not later than one year after the close of the fiscal year of the subcontractor within which completion or termination of this contract, as determined by the Secretary, occurs.

"(2) \_\_\_\_\_ will furnish to the Secretary  
(Subcontractor)

such statements of actual costs of production and such other financial statements, at such times and in such form and detail, as the Secretary may prescribe, and will permit such audits and inspections of its books and records as the Secretary may request.

"(3) Any amount of the contract price found as a result of such renegotiation to represent excessive profits shall, as directed by the Secretary,--

"(A) Be deducted by \_\_\_\_\_ from payments otherwise due to \_\_\_\_\_ under this contract; or  
(Contractor)  
(Sub-contractor)

"(B) Be paid by \_\_\_\_\_ directly to the Government, if paid to him; or  
(Sub-contractor)

"(C)" Be eliminated through reductions in the contract price or otherwise.

"(4) \_\_\_\_\_ agrees that \_\_\_\_\_ shall not be liable to \_\_\_\_\_ for or on account of any amount paid to the Government by \_\_\_\_\_ or deducted by \_\_\_\_\_ from payments otherwise due under this contract, pursuant to directions from the Secretary in accordance with the provisions of this Article. Under its contract with the Government, \_\_\_\_\_ is obligated to pay or credit to the Government all amounts withheld by it from \_\_\_\_\_ hereunder.  
(Sub-contractor) (Contractor)  
(Sub-contractor) (Contractor)

"(5) \_\_\_\_\_ agrees (a) upon direction of the Secretary, to include in any subcontract hereunder sections (1) to (6) inclusive of this Article, and (b) to make no subdivisions of any contract or subcontract for the purpose of evading the provisions of this section, and (c) to repay to the Government the amount of any reduction in the contract price of any such subcontract which results from renegotiation thereof by the Secretary, and which the Secretary directs \_\_\_\_\_  
(Sub-contractor)

to withhold from payments otherwise due under such sub-  
contract and actually unpaid at the time \_\_\_\_\_  
(Sub-contractor)

receives such direction.

- "(6) As used in this Article:--
- "(a) The term 'Secretary' means the Secretary of War or any duly authorized representative of the Secretary, including the Contracting Officer.
- "(b) The term 'subcontract' means any purchase order or agreement to perform all or any part of the work, or to make or furnish any material, part, assembly, machinery, equipment or other personal property, required for the performance of this contract, unless exempt under or exempted pursuant to Section 403 (i) of the Sixth Supplemental National Defense Appropriation Act of 1942 as amended by Section 901 of the Revenue Act of 1942.
- "(c) The terms 'renegotiate' and 'renegotiation' have the same meaning as in section 403 (b) of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended.
- "(d) The term 'this contract' means this contract as modified from time to time."
- (e) (1) The Contractor agrees to make no subdivisions of any contract or sub-contract for the purpose of evading the provisions of this Article.
- (2) If any renegotiation between the Secretary and any sub-contractor pursuant to the provisions required by section (d) hereof results in a reduction of the contract price or fixed-fee of the sub-contract, the Government shall retain from payments otherwise due to the Contractor, or the Contractor shall repay to the Government, as the Secretary may direct, the amount of such reduction which the Secretary directs the Contractor to withhold from payments otherwise due to the sub-contractor under the sub-contract and actually unpaid at the time the Contractor receives such direction.
- (f) If the Contractor makes any sub-contract under this contract upon a fixed-fee basis, (i) for determining the application of section (d) the amount of said sub-contract shall be deemed to be the estimated cost thereof plus the fixed-fee and (ii) there shall be substituted in paragraphs (1) and (3) of the Article to be inserted therein pursuant to section (d) the words "fixed-fee specified in Article \_\_\_\_\_" for the words "contract price".

(g) As used in this Article:

(1) The term "Secretary" means the Secretary of War or any duly authorized representative of the Secretary, including the Contracting Officer;

(2) The term "subcontract" means any purchase order or agreement to perform all or any part of the work, or to make or furnish any material, part, assembly, machinery, equipment or other personal property, required for the performance of this contract, unless exempt under or exempted pursuant to Section 403 (i) of the Sixth Supplemental National Defense Appropriation Act of 1942 as amended by Section 801 of the Revenue Act of 1942.

(3) The terms "renegotiate" and "renegotiation" have the same meaning as in section 403 (b) of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended.

(4) The term "this contract" means this contract as modified from time to time.

(h) The foregoing provisions with respect to Renegotiation Pursuant to Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, shall be deemed inoperative if this contract is for an amount not in excess of \$100,000.

41. Plant Protection.--(a) The Contractor shall at his own expense at all times during the term of this contract continue all such precautions, for the guarding and protection of its plant, property and the work in process, as have immediately prior to the date of this contract been taken by it, and shall make available such information with respect thereto as the Contracting Officer may request.

(b) At any time during the term of this contract the Contracting Officer may require the Contractor to install and maintain in and about its plant additional protective equipment and personnel, and the Contractor shall promptly submit to said Contracting Officer detailed inventories, showing each item and the cost thereof, of any protective equipment so required and installed, and detailed statements of the cost of maintaining any personnel so required and maintained. Title to said protective equipment shall be in the Contractor. The Contractor shall at its own expense during the term of this contract maintain and keep in good condition and repair (for use in the performance of this contract) any protective equipment so required and installed, and, to the extent that, during said term, any of said protective equipment shall be lost, damaged, broken, worn out or destroyed, and/or otherwise require replacement, shall at its own expense make such replacement. The said Contracting Officer and authorized plant inspection personnel of the War Department shall at all times during the term of this contract have access

to the Contractor's plant and the right to inspect and inventory said protective equipment. The contract price will be adjusted by an amount equal to the reasonable cost (as determined by the said Contracting Officer) of any additional protective equipment or personnel so required to be installed or maintained, less the value (as determined by the said Contracting Officer) of said additional protective equipment at the completion or termination of this contract.

- (c) The Contractor agrees to insert in each subcontract made in connection with the performance of this contract an article identical with the foregoing paragraphs (a) and (b), except that in place of the words "Contracting Officer" in paragraph (a), shall appear the words "United States Government, acting through the Contracting Officer in Purchase Order No. \_\_\_\_\_".
- (d) This contract shall be modified in writing to increase the amount due the Contractor hereunder to the extent of any payments made by the Contractor to the Subcontractor under any subcontractual provision inserted pursuant to paragraph (c) hereof.
- (e) For the purpose of this Article, a subcontract is defined as any contract or agreement entered into between the Contractor and any other party, for the performance of all or any part of the work called for under this contract.

**NOTICE TO CONTRACTORS:**

The following extract of Circular Letter No. 447, Procurement Division, Treasury Department, dated Dec. 3, 1940, subject "Procedure under the Assignment of Claims Act of 1940" is quoted as follows:

"In the event that any moneys due or to become due from the United States under any contract are assigned pursuant to the terms of the Assignment of Claims Act of 1940, the assignee is required to forward a true copy of the assignment, together with written notice thereof, to each of the parties specified in proviso 4 of the Act. This notice of said assignment should be furnished to each of such parties in quadruplicate. Three of the four copies of each notice of assignment should be returned to the assignee under the contract with the receipt form at the end thereof properly executed. One of these copies is for assignee. The other two copies should be attached to the first voucher, invoice, or other similar document submitted for payment. One copy of each receipt should be furnished to the General Accounting Office with the first voucher and the other copy of each receipt retained by the appropriate officer of the Department making payment. Reference as to the previously filed receipts should be made on subsequent vouchers."

This procedure is designed to afford the assignee and the appropriate officers of the Government convenient evidence that there has been compliance with the requirements of the statute with the reference to the filing of notice of such assignments.

Appropriate forms for Notice of Assignment may be had by applying to this office.

(Signed) William R. Schwindler  
WILLIAM R. SCHWINDLER  
1st Lt., Air Corps  
Contracting Officer.



WAR DEPARTMENT  
 ARMY AIR FORCES MATERIEL COMMAND  
 WRIGHT FIELD, DAYTON, OHIO

Change No. 1  
 87-15;CEG:eh  
 Date April 22, 1943

AMENDMENT 10369 (W535 ac 37334)

Purchase Order No. (535) 43-21878-E Vendor University of Kentucky  
 Depot Requisition No. \_\_\_\_\_ Lexington, Kentucky  
 Item \_\_\_\_\_ Receiving Report No. \_\_\_\_\_

Remarks \_\_\_\_\_

Price Decreased from \$5,500.00 to \$6,300.00  
 Increased

Terms

Delivery

Quantity changed from

Remarks:

Item 2 of the subject order, covering Type tests on two Army Air Forces Type D-2 accessory power plants is hereby amended to provide for the disassembly and inspection of the two power plants to be prior to conducting the tests. The inspection will include measurement of all running fits and magnaflux inspection of all steel parts.

Increase \$800.00

Delivery of test report shall not exceed four weeks after receipt of units for test.

Cl.03-C  
 AFP 361551  
 Equip.Lab.

The supplies and/or services to be obtained by this instrument are authorized by, are for purpose set forth in and are chargeable to,  
 AC 3010 P 611-07 A 0705-23  
 Procurement Authority No. \_\_\_\_\_, the available balance of which is sufficient to cover \$800.00  
INCREASE  
 cost of same.

(Signed) Edward P. Simmet  
 EDWARD P. SIMMET  
 1st Lt., AC  
 Contracting Officer

WAR DEPARTMENT  
ARMY AIR FORCES

Materiel Center

Office of the Air Forces Resident Representative  
609 Enquirer Bldg.  
Cincinnati, Ohio

February 6, 1943

Colonel James H. Graham  
Dean, College of Engineering  
University of Kentucky  
Lexington, Kentucky

Dear Colonel Graham:

It is requested that you forward to this office as soon as possible a copy of the contract or lease between the University of Kentucky and Mawen Motor Corporation whereby the Mawen Corporation pays the operating and maintenance expenses of the laboratory at the University.

This information is necessary in order to complete an investigative report made by the writer.

I wish to take this opportunity to thank you for the courtesy extended to me during my recent visit to the University of Kentucky

Very truly yours,

(Signed) Nathan F. Nairin  
NATHAN F. NAIRIN  
Assistant Inspector  
Internal Security  
Section  
Cincinnati, Ohio

August 17, 1942

Mr. Frank D. Peterson  
Comptroller  
University of Kentucky  
Lexington, Kentucky

Dear Mr. Peterson:

With respect to the attached contract, Mr. Carlson of Mawen Motors holds that the Walsh-Healey Act does not apply. He bases his opinion on the following quotation from the Prentice-Hall Service:

"General experimental employees.--  
"Workers engaged in general experiments not specifically related to the production of the materials, supplies, articles, or equipment specified in the contract" are not covered by the Act. Rulings and Interpretations No. 2, Division of Public Contracts, U.S. Dept. of Labor, September 29, 1939, p. 21"

Mr. Carlson states however that if the University is of a different opinion he is willing to put the provisions of the law into effect.

We will appreciate if you will return copy of the contract, together with an expression whether or not you believe that we are subject to the Act.

Yours very truly

(Signed) A. J. Meyer  
A. J. Meyer

August 21, 1942

Mr. A. J. Meyer, Director  
Wenner-Gren Laboratory  
University of Kentucky

Dear Mr. Meyer:

I am returning copies of contract with the War Department, Army Air Forces, Material Center, Wright Field, Dayton, Ohio, #K-42-10,256.

I concur in the opinion that the Walsh-Healey Act does not apply to the attached contract. Services to be rendered are experimental and are not "specifically" related to the production of the material. They may be indirectly related, but not directly.

Yours very truly,

(Signed) Frank D. Peterson  
Frank D. Peterson  
Comptroller.

Encls.

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In reply please refer to:  
ARMY AIR FORCES 87-4:RKC:vlb

Wright Field, Dayton, Ohio  
May 20, 1943

Subject: Contract W535 ac-37334  
Purchase Order 43-21878

To: University of Kentucky  
Lexington, Kentucky

1. You are hereby advised that on and after May 24, 1943, all correspondence concerning the termination of subject contracts should be directed by you to the Office of the District Supervisor, Central Procurement District. Correspondence should be addressed as follows:

District Supervisor  
Central Procurement District  
AAF Materiel Command  
8505 West Warren Avenue  
Detroit, Michigan

Attention: Contract Section

(Signed) M. C. Harding  
Major, Air Corps  
Contracting Officer

SUPPLEMENTAL AGREEMENT NO. 1  
(S-2550)  
to Contract No. W 535 ac-37334  
Purchase Order No. (535)  
43-21878-E

A.F.P.: 370569

Class: 03-C

SUPPLEMENTAL AGREEMENT  
TO  
FIXED PRICE SUPPLY CONTRACT

(Army Air Forces)

CMW:mfl

WAR DEPARTMENT

CONTRACTOR: UNIVERSITY OF KENTUCKY  
CONTRACT FOR: Termination of Contract  
AMOUNT: \$3,454.22

Payments to be made by Finance Officer, U.S.Army, 120 West 2nd St.  
Dayton, Ohio.

The following allotment shall be credited with the sum of  
\$2,845.78 as a result of the provisions of this Supplemental  
Agreement:

ACA 1942-44, 2-3010 P 611-07 A 212/40705

- - - - -

SUPPLEMENTAL AGREEMENT NO. 1  
to Contract No. W. 535 ac-37334  
Purchase Order No. (535) 43-21878-E

THIS SUPPLEMENTAL AGREEMENT, entered into pursuant to the  
First War Powers Act, 1941, and Executive Order No. 9001, this  
22nd day of October, 1943, by the UNITED STATES OF AMERICA, here-  
inafter called "the Government" represented by the Contracting  
Officer executing this contract and the UNIVERSITY OF KENTUCKY,  
a Kentucky corporation of Lexington, Kentucky, hereinafter called  
"the Contractor"

WITNESSETH:

WHEREAS, the Contractor and the Government have entered into Contract No. 535 ac-37334, Purchase Order No. (535) 43-21878-E, dated 6 February 1943, which contract, as it may have heretofore been amended, modified or supplemented, is hereinafter called "the Contract" and

WHEREAS, the Contract provides, in Condition 30, for termination thereof in whole or in part for the convenience of the Government and for the determination by negotiation of the amount payable on account of the uncompleted portion of the Contract and of certain other items; and

WHEREAS, the Government has given the Contractor notice terminating the Contract in its entirety, pursuant to Condition 30 thereof, as of 8 May 1943; and

WHEREAS, it being to their mutual advantage to arrange a negotiated settlement, the Government and the Contractor, after negotiations, have arrived at an agreement as to the sum payable on account of the uncompleted portion of the Contract and for other items, which agreement fully protects the interests of the Government; and

WHEREAS, in the light of such agreement, the amount payable to the Contractor upon termination pursuant to the provisions of the Contract has been found by the Government and the Contractor to be the sum of Three Thousand Four Hundred Fifty-four Dollars and Twenty-two Cents (\$3,454.22), which sum the Contractor is willing to and does accept in full and complete settlement, except as may be otherwise set forth hereinafter, of all liabilities and obligations of the Government under the Contract;

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

#### ARTICLE I

The Contractor has performed the following services for the Government pursuant to the Contract prior to the effective date of the termination thereof:

1. Initial installation for type testing of A.A.F. Type D-2 accessory power plant;

Page 1 of Supplemental Agreement No. 1 (S-2550) Contract

W535 ac-37334

P.O. (535) 43-21878-E

2. (a) Type test of one engine completed (150 hours) and type test of second engine partially completed (36 3/4 hours);
- (b) Disassembly and inspection of one engine prior to type test; and
3. Disassembly and inspection of one engine after type test.

#### ARTICLE II

The Government, upon presentation by the Contractor of properly certified invoices or vouchers, will pay to the Contractor the sum of Three Thousand Four Hundred Fifty-four Dollars and Twenty-two Cents (\$3,454.22), for all the Contractor's costs, expenditures, liabilities, commitments and work done pursuant to the Contract, which sum is made up as follows:

- a. The sum of \$3,000.00 as payment in full for the services specified in Article I hereof performed pursuant to the Contract, at the contract price therefor, so far as not previously paid; plus
- b. The sum of \$524.22 as payment in full compensation to the Contractor for the uncompleted portion of the Contract, including, a reasonable allowance for profit for work actually done, and for expenditures made and costs incurred after the termination notice for the protection of Government property and for such other expenditures and costs as were necessary in connection with the settlement of the Contract; less
- c. The sum of \$70.00 as a credit to the Government for retention by the Contractor of certain equipment allocable to the uncompleted portion of the Contract.

#### ARTICLE III

The Contractor agrees to and hereby does accept the sum of Three Thousand Four Hundred Fifty-four Dollars and Twenty-two Cents (\$3,454.22) in full and complete settlement of all the Contractor's rights and of all obligations and liabilities of the Government under the Contract, and agrees to and hereby does release the Government from all further liability and obligation under the Contract (except as may be otherwise set forth hereinafter), provided that said payment is made in accordance with Article II hereof.

#### ARTICLE IV

Upon payment of the sum specified in Article II hereof, the Contract shall terminate as of 8 May 1943, and all rights and liabilities of the Contractor and the Government and all obligations of the Government to make further payments or to carry out other undertakings thereunder shall cease forthwith and forever, except:

(1) All rights and liabilities of the Government and the Contractor under the provisions, if any, of the Contract, applicable to patent infringement and patent license rights, which shall continue in full force and effect; and

(2) All rights and liabilities of the Government and the Contractor under the provisions, if any, of the Contract, concerning defects which may hereafter appear in any supplies and services furnished the Government pursuant to the Contract or this Supplemental Agreement, which rights and liabilities shall continue in full force and effect.

IN WITNESS WHEREOF, the Government and the Contractor have executed this Supplemental Agreement as of the day and year first herein written.

(Signed) THE UNITED STATES OF AMERICA  
By Charles Markell, Jr.  
Charles Markell, Jr.  
Capt., Air Corps  
Contracting Officer  
(Official Title)

UNIVERSITY OF KENTUCKY  
(Contractor)

(Signed) By Frank D. Peterson  
Comptroller Frank D. Peterson

Two Witnesses:

(Signed) James H. Graham  
James H. Graham

Lexington, Kentucky  
(Business Address)

Elizabeth V. Dennis (Signed)  
Elizabeth V. Dennis

Note: Type or print names under  
all signatures.

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I Richard C. Stoll, certify that I am the Chairman of the Executive Committee of the corporation named as Contractor herein; that Frank D. Peterson who signed this Supplemental Agreement on behalf of the Contractor was then Comptroller of said corporation; that said Supplemental Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Signed) Richard C. Stoll  
Richard C. Stoll, Chairman, Executive Committee  
(CORPORATE SEAL)



November 22, 1943

Mr. Frank Peterson, Comptroller  
University of Kentucky  
Lexington, Kentucky

Dear Mr. Peterson:

Attached hereto is a letter from the Government requesting a receipt for a signed copy of "Supplemental Agreement to Fixed Price Supply Contract", said document also attached.

It is requested that you sign this receipt for the University and retain, in your files, the copy of the document which was executed by you and Judge Stoll.

Yours very truly

(Signed) A. J. Meyer,  
A. J. Meyer, Director  
Wenner-Gren Aeronautical  
Research Laboratory

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ARMY AIR FORCES	LSC/ve
Headquarters of the Materiel Command	Legal Branch
	87-11
	Wright Field, Dayton, O.
	19 November 1943

Subject: Copy of Contract and/or  
Change Order

To: University of Kentucky  
Lexington, Kentucky

There is forwarded herewith a copy of the following document:

One original signed number of Supplemental Agreement No. 1  
to Contract W535 ac-37334 - P.O. 43-21878-E.

Acknowledgment of receipt is requested by indorsement hereon.

(Signed) Benjamin O. Kessel  
BENJAMIN O. KESSEL  
1st Lt., Air Corps  
Contracting Officer

Incl.  
As above.

1st Ind.

Date: 11-26-1943

(Continued on following page)

TO: Contracting Officer, Wright Field, Dayton, Ohio  
 1. Receipt of above document is hereby acknowledged.

(Signed) University of Kentucky  
 (Consignee)

BY: (Signed) Frank D. Peterson

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 PRATT & WHITNEY AIRCRAFT  
 Division of United Aircraft Corporation  
 East Hartford, Connecticut, U.S.A.

January 18, 1943

Professor A. J. Meyer  
 University of Kentucky  
 Lexington, Kentucky

Dear Professor Meyer:

We enclose a re-draft of the agreement which was suggested by you. I think there are no substantial changes in it except that our management would like to put the test engineer entirely under your jurisdiction by having him on your payroll instead of ours. This transfer probably need not take effect until the special equipment is made up and it becomes necessary for him to move down to Lexington to supervise the actual installation of the new equipment.

I do not think we have made any changes in the other provisions of the agreement, and we trust it will be in order for execution. If there is any question at all, however, please write me about it. I want to assure you that the delay in bringing this matter to completion has been unintentional. It appears that the various officials who have something to do with these agreements are now satisfied and we can go ahead with our work.

Regarding the separate contract for building the duct work, our money for this purpose is expected to become available this week, and just as soon as we get the word we intend to issue a purchase order in accordance with your latest quotation.

Thank you very much for your patience in this matter and for your continued cooperation.

Yours truly,

PRATT & WHITNEY AIRCRAFT

(Signed) E. A. Ryder  
 Consulting Engineer

EAR:reb

PRATT & WHITNEY AIRCRAFT  
Division of United Aircraft Corporation  
East Hartford, Connecticut, U.S.A.

January 18, 1943

University of Kentucky  
Lexington  
Kentucky

Gentlemen:

For sometime we have had under discussion with you an arrangement whereby the University of Kentucky would undertake to conduct a series of experiments and tests (herein collectively referred to as "tests") of aircraft engines manufactured by our Pratt & Whitney Aircraft Division, with a view to developing data on fuel consumption and related subjects, such as tests of engine performance, particularly as it may be affected by fuel properties, and tests of fuels under standardized engine conditions. As a result of such discussion, we propose the following agreement, to become effective upon acceptance by you:

(1) You will undertake to conduct the tests above referred to under the general supervision of such member of your Engineering Faculty (who is hereinafter, for convenience, referred to as "Test Supervisor") as may be mutually agreed upon, from time to time. Until otherwise agreed upon, the Test Supervisor will be Professor Andre J. Meyer of your aeronautical laboratory in the College of Engineering.

(2) The tests will be carried on under the immediate direction of such engineer (who is hereinafter, for convenience, referred to as "Test Engineer") as we may designate with the approval of the Test Supervisor. The salary of the Test Engineer, in such amount as we may agree upon, will be paid by you.

(3) All plans and schedules involving the use and operation of your equipment and personnel as hereinafter provided will be subject to the approval of the Test Supervisor, and the use and operation thereof will be subject to such reasonable regulations as he may prescribe.

(4) Room No. 10 in your Wenner-Gren Aeronautical Research Laboratory together with the equipment now installed therein and such additional equipment as may be installed therein for the purpose, will be set aside and allocated exclusively for use in carrying on the tests.

(5) In the facilities allocated to the tests you will make all changes which in our judgment shall be necessary or appropriate therefor, including, among others, the following:

A hole in the concrete wall between Room No. 10 and your propeller test cell; if necessary, an opening between the gallery and fan room, and an opening in the ceiling of Room No. 10 for a carburetor air supply pipe; and you will install a steel plate in the outlet stack, to partition it off in such a manner that it can be used as an inlet.

We will indicate to the Test Supervisor as promptly as practicable our detailed suggestions with respect to the said changes and any other changes which may be agreed upon between the Test Supervisor and the Test Engineer, and all such changes will be made by you without unnecessary delay; provided, that the estimated cost thereof shall be approved by us prior to your commencing work thereon. We will not be required to assume any of the cost of restoring any of the said facilities upon completion of the tests.

(6) You will make available for the tests, when and to the extent necessary therefor in the judgment of either the Test Supervisor or the Test Engineer, the pattern shop, machine shop, foundry and forge shop, electric furnaces, electric heat-treating furnaces and electric welding and x-ray testing facilities of your College of Engineering, as well as the use of the Assembly Room of your laboratory, with its standard equipment, and space in its Drafting Room.

(7) We will furnish our own engine or engines, engine stand and mount, supplementary oil cooler, air heater, air measuring orifice, potentiometer and such other instruments as may be required for the tests and which are not available at your laboratory in connection with Room No. 10; and we will also furnish all equipment necessary to complete the engine set-up or set-ups, including air ducts to blower outlet, carburetor air supply pipe, dynamometer coupling, pipe lines, additional fuel pump, thermocouple and control connections from the engine or engines being tested to the junction box. These items will remain our property and will be removed by us after the termination of the tests. We will furnish any auxiliary fuel lines which may be required to be run into the laboratory, together with necessary fuel storage facilities outside the test building and the housing necessary for fuel storage facilities outside the laboratory, and these items will be and remain your property after the tests. Provided, that, until such time as we may be able to furnish our own dynamometer coupling, you will furnish and permit the use of one of yours. You will furnish all labor necessary for the installation of the equipment referred to in this paragraph (7).

(8) You will furnish any and all other materials and supplies which may be necessary for carrying on the tests and which may be requisitioned therefor by the Test Engineer. We will assist in getting necessary priorities.

(9) In connection with the tests, you will furnish all miscellaneous services which may be required, such as use of long distance telephone, telegraph, postage, cartage and other miscellaneous items.

(10) For the purpose of the tests, you will furnish the services of a skilled dynamometer operator, whose salary, at a rate not exceeding \$225 a month, will be paid by you. During the period of the tests, such dynamometer operator shall be employed exclusively in connection therewith.

(11) In addition to the services of the dynamometer operator provided for in the foregoing paragraph (10) hereof, you will furnish, at such times as may be determined by the Test Engineer to be necessary for the efficient conduct of the tests, skilled personnel employed in your laboratories at the following rates:

	<u>Rate</u> <u>Per Hour</u>
Experimental Engineering Supervisor	\$4.00
Dynamometer Operator, First Class	3.50
Dynamometer Operator, Second Class	2.50
Mechanic, First Class	3.50
Mechanic, Second Class	2.50
Sheet Metal Mechanic	3.50
Designing Mechanical Engineer	4.00
Mechanical Engineering Draftsman	2.00
Mechanical Engineering Undergraduate	
Stenographer	1.00
Students of the College of Engineering	.75
Supervising Machinist	4.00
Machinist, First Class	3.50
Machinist, Second Class	2.50
Pattern Maker	2.50
Foundry and Forge Supervisor	3.00
Metallurgist	4.00
Mechanical and Metallurgical Engineering	
Undergraduate Students	.75
Any other personnel at hourly rates to be agreed upon.	

If any overtime is required for any of the personnel provided for in this paragraph (11), the hourly rate for such overtime shall be one and one-half times the rate indicated in the foregoing table, or twice such rate, if on the seventh consecutive day in the regular work week.

(12) We will pay to you also, as and for an Engineering Fee for the use of your facilities referred to in paragraphs (4) and (6) hereof, respectively, and for your services and that of the Test Supervisor in conducting the tests, the sum of \$1250 a month for each month (and a proportionate amount for each fraction of a

month) during the period of the tests, which sums you will accept in full payment for such facilities and services, including all light, heat, water and power which may be required in carrying on the tests. Payment of the Engineering Fee will commence on the date when this agreement is accepted by both parties and will end on the date of the completion of the tests and the removal of our equipment, or on such earlier date of termination as is provided for in paragraph (14) hereof.

(13) In addition to the Engineering Fee provided for in paragraph (12) hereof, we will pay or reimburse you for the following:

- (a) All amounts of salary paid by you to the Test Engineer as provided in paragraph (2) hereof.
- (b) The cost to you of any and all changes made by you in the allocated facilities as provided in paragraph (5) hereof.
- (c) The cost to you of any and all labor required for the work referred to in paragraph (7) hereof.
- (d) The cost to you of any and all materials and supplies referred to in paragraph (8) hereof, plus fifteen per cent, except that fuel and oil shall be paid for at the cost thereof to you, plus ten per cent.
- (e) The cost to you of the miscellaneous services referred to in paragraph (9) hereof.
- (f) All amounts of salary paid by you to the dynamometer operator provided for in paragraph (10) hereof; provided, that we shall not be required to pay any amount of such salary prior to the date when the facilities and equipment are ready for the commencement of the tests or after the date of the completion thereof, or such earlier date of termination as is provided in paragraph (14) hereof.
- (g) Your charges for use of your personnel at the rates set forth in paragraph (11) hereof; provided, that, if at any time you should notify us that the rate of pay of any such personnel has been increased by more than ten per cent, then such personnel may be charged for at such higher rate (if any) as we may approve.

All payments or reimbursements hereunder will be made by us, monthly, upon receipt of your bill covering the Engineering Fee and your costs, disbursements and charges made, incurred or accrued during the next previous month. Such bill shall be rendered by your Comptroller and shall be sent to United Aircraft Corporation, Pratt & Whitney Aircraft Division, East Hartford, Connecticut. All such bills shall be supported by such attachments as may be required by our Accounting Department for their approval and payment, including the approval of the Test Engineer of all charges payable pursuant to sub-paragraphs (b), (c), (d) and (g), respectively, of this paragraph (13).

(14) This agreement shall terminate upon the completion of the tests, or it may be terminated by you, at any time prior thereto, upon ninety days' previous written notice to us. Upon any termination of this agreement, we will promptly remove our engine or engines and all other equipment belonging to us then on your premises; provided, that you shall have the option at the time of such termination to purchase from us, at a price to be then agreed upon, any cooling air inlet or outlet ducts which may be furnished by us under the provisions of paragraph (7) hereof.

It is understood and agreed that the results of tests will be treated by you and your personnel as confidential, and that the results of, and all information obtained from the tests shall be our sole property.

If the agreement herein proposed by us, as above set forth, is in accordance with your understanding and is acceptable to your Board of Trustees, we should appreciate your so indicating by executing the form of acceptance appearing on the duplicate of this letter and returning the same to us, whereupon this letter, as so accepted, will constitute the contract between us.

Yours very truly,

UNITED AIRCRAFT CORPORATION  
(Pratt & Whitney Aircraft Division)

(Signed) By W. P. Gwinn  
W. P. Gwinn  
Assistant Secretary

AUTHORIZED, APPROVED AND ACCEPTED:

UNIVERSITY OF KENTUCKY,

By (Signed) Frank D. Peterson  
Comptroller.

February 8, 1943

Mr. Nathan F. Nairin  
Assistant Inspector  
Internal Security Section  
609 Enquirer Building  
Cincinnati, Ohio

My dear Mr. Nairin:

In response to your letter of February 6, I attach hereto two copies of the operating and maintenance contract between the University and the Mawen Motor Corporation, covering the use and operation of the Wenner-Gren Aeronautical Research Laboratory of the University.

I gained the impression that you were furnished with a copy of this contract, especially as Judge Richard C. Stoll told me that he was giving you copies or transcripts of all of the minutes of the Board of Trustees covering the entire laboratory transaction and I know that this contract was spread in full upon the minutes of the Board and so published.

In any case, I know that it was the intention you should be so provided and I am inclined to believe that you may yet find it within the transcript of the July, 1940, minutes of the Executive Committee of the Board of Trustees. Of course I did not review the transcripts furnished you by Judge Stoll. I may add that copies of this transcript are well spread within the files of the several government agencies interested or thought to be interested.

Furthermore, I can state that, during the two years of practical operation under this contract, the arrangement has worked out very satisfactorily for the University, with Professor Meyer in direct charge of the laboratory and following my general instructions thereto without question; the actual development work upon the Mawen motor excepted, since that is not the concern of myself or of the University. As I have probably informed you verbally, whenever the Mawen Motor Corporation acts as a sub-contractor for the University in matters pertaining to this laboratory, then the accounting and the funds involved are handled by the office of the Comptroller of the University.

Although you may have the information already from our conversations, it is my guess that the Mawen Motor Corporation has installed laboratory equipment within the laboratory



for its own direct needs costing approximately \$20,000. This is, of course, in excess of the equipment belonging to the University, through its own purchases and through the outright gift of Mr. Wenner-Gren.

I can say that we were very glad to have you with us and that we will be glad to have you visit with us again.

Yours truly,

(Signed) James H. Graham  
Dean

PRATT & WHITNEY AIRCRAFT  
Division of  
United Aircraft Corporation  
East Hartford, Conn.

Order No. F-71169

Date 2/3/43

Delivery Schedule

Quan.	Mo.	Day
	2/20	43

UNIVERSITY OF KENTUCKY  
LEXINGTON, KENTUCKY

ATT: Prof. AU Meyer

Inspection \_\_\_\_\_ Terms 3160

Acct. No. 1450

PRICE

Please furnish the following:-

- |   |  |               |
|---|--|---------------|
| A | PARTS IN ACCORDANCE WITH P.W.A. DWG. #78624, 78625, 78626, 78627, 78628, 78629, 78630, 78631, 78632, 78770, and 78862.                                       |               |
| B | INSTALLATION OF THE PARTS IN ITEM A IN AND AROUND ROOM #10 OF THE UNIVERSITY OF KENTUCKY AERONAUTICAL LABORATORY IN ACCORDANCE WITH PWA LAYOUT DWG. TLR 7262 |               |
| C | COMBUSTION AIR DUCT AND HEAT EXCHANGER SUPPORT IN ACCORDANCE WITH PWA LAYOUT DWG TLR-7299, BUT NOT THE HEAT EXCHANGER  |               |
| D | INSTALLATION OF COMBUSTION AIR DUCT IN ACCORDANCE WITH PWA LAYOUT DWG.TLR-7299 INCLUDING ALL PLUMBING CONNECTIONS TO THE HEAT EXCHANGER                      | At<br>2750.00 |

(NOTE DELIVERY TO AERONAUTICAL LABORATORY,  
UNIVERSITY OF KENTUCKY, LEXINGTON, KENTUCKY,  
ATT: Prof. A.J. Meyer.

RENDER SEPARATE INVOICE ON THIS PURCHASE ORDER  
PREFERENCE RATING AA-1  
CERTIFICATION ATTACHED  
FOR DEFENSE PURPOSES

To Facilitate Execution of our Defense Contracts

ARMYF.O.BNAVYSHIP VIACOMM'LDel TO SEE NOTE DYN STORES MAL-  
IN

We hereby certify that all parts purchased on this order are for use as original installation or replacement parts in airplane engines only.

R. W. Pinkham, Asst.  
Purchasing Agent

An acceptance of this order or any shipment of goods pursuant hereto shall be an acceptance of the conditions appearing on the face and reverse side hereof as the only conditions applying to the purchase and sale of the said goods, unless other conditions be agreed to in writing signed by authorized representatives of United Aircraft Corporation and the vendor, respectively.

#### SHIPPING INSTRUCTIONS

1. Please acknowledge receipt of this order and state whether the goods called for will be shipped as specified.
2. Please render a separate invoice in duplicate on the day of each shipment pursuant to this order.
3. United Aircraft Corporation, hereafter referred to as United, will not allow charges for boxing or drayage unless agreed to in writing.
4. United requires that the number of this order be plainly indicated on all goods shipped pursuant to it or on all packages thereof, and on all packing slips and bills of lading relating to it.
5. Please do not declare value above \$50.00 to carriers when shipping.

#### CONDITIONS OF PURCHASE

1. United shall have the right to accept or reject the goods called for by this order after inspection at the factory of United; all rejected items shall be returned to the vendor for credit, transportation collect; and such rejected items shall not be replaced by the vendor except upon written instructions from United.
2. The vendor agrees to indemnify and save harmless United and each subsequent purchaser of the goods or product covered by this order from and against any and all liability, expense, or damage for or by reason of the infringement or alleged infringement of any patent or patents of the United States of America by the

use or sale of such goods or product; and further agrees that, upon the institution of any infringement suit or action based thereon, it will promptly assume and conduct the defense thereof at its own cost and expense; subject, however, to the right of either United or any such subsequent purchaser, at its option and at its own cost and expense, to supersede the vendor in that regard and to assume and conduct the defense of such suit or action insofar as it affects the interests of either United or any such subsequent purchaser.

3. No modification of this order shall be binding unless in writing and signed by United and the vendor.
4. The vendor warrants that the goods called for by this order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (Public Act. No. 718-75th Congress) and, insofar as applicable to this order the Walsh-Healey Public Contracts Act (Public Act No. 846-74th Congress) and any amendments thereto, as well as with the provisions of any other act of Congress with respect to labor relations now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act.
5. The vendor warrants that the goods called for by this order have been or will be produced in compliance with the act commonly known as the "Buy American Act" Title II of Public Act No. 428-72nd Congress approved March 3, 1933, and any amendments thereto, as well as other acts of Congress with respect to the same subject, now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act.
6. The vendor will report to the Navy Department and to the United States Army Air Corps immediately, when known, any danger of espionage or sabotage; it will supply, if requested, the full name, citizenship, country of birth and alien status of any of its employees, and it will refuse to employ, or will discharge, any person or persons whose access to the work in connection with the filling of this order shall be characterized as undesirable by the United States Government.
7. The vendor agrees to be governed by all acts of Congress applicable to this order with respect to the limitation of profits of vendors and subcontractors, whether now in effect or hereafter enacted, and by any and all rules and regulations issued thereunder; and the vendor further agrees to reaffirm such agreement separately in a writing signed by an authorized officer if so requested by United at any time.
8. The vendor will not discriminate against any worker because of race, creed, color, or national origin.
9. Neither this order nor any interest hereunder is assignable by the vendor without the prior written consent of United.

10. If the total amount of this order exceeds \$100,000, and if this order is deemed to be a subcontract within the meaning of Section 403 of the .6th supplemental National Defense Appropriation Act, 1942, the Vendor, agrees to the following provisions for renegotiation:
- (1) Upon the written request of the Secretary, at such period or periods when in the judgment of the Secretary the profits accruing to the Vendor under this order can be determined with reasonable certainty, the purchase price shall be renegotiated by the Secretary and Vendor to eliminate therefrom such amount as is found as a result of such renegotiation to represent excessive profits.
  - (2) There shall be retained by United or repaid at the direction of the Secretary any amount of the contract price found as a result of such renegotiation to represent excessive profits to Vendor.
  - (3) United is hereby relieved from any liability to Vendor on account of any amount retained or repaid pursuant to Paragraph (2).
  - (4) The term "Secretary" for the purposes of this provision shall mean the Secretary of the Navy or the Secretary of War, as the case may be, and shall be deemed to include any authorized representative of either of them.

If the goods called for by this order are to be used in furnishing or constructing aircraft, aircraft engines, aircraft propellers, aeronautical accessories, or parts of the foregoing, the vendor agrees to the following additional conditions:

11. The manufacturing plant, and books, of the vendor, or such part of any manufacturing plant as may be engaged in furnishing or constructing the goods called for by this order shall at all times be subject to inspection and audit by any person designated by the head of any executive department of the United States Government.
12. Except by express authority of an authorized representative of the United States Government, no aliens in the employ of the vendor will be permitted to have access to the plans or specifications of the goods called for by this order, or to participate in the manufacture of such goods, unless the goods called for by this order are standard or commercial products or the specifications with respect thereto will not disclose the nature or character of the goods called for.
13. The vendor will comply with the terms of the Annual Secrecy Agreement between United and the Materiel Division of the United States Army Air Corps and with the Disclosure of Information provisions of United States Navy supply contracts, and will be responsible for the safeguarding of all classified matters that may be disclosed or developed in connection with the work under this order. (Copies of the pertinent provisions of said Annual Secrecy Agreement and of said Disclosure of Information clause will be supplied by United on request).

14. The vendor will comply with applicable Army and Navy specifications, unless other specifications are stated on the face of this order by United, and will upon demand furnish United with a certified report of details of material and workmanship inspections.
15. The vendor shall make at its own expense during the guarantee period such changes or replacements to correct defective design (unless the goods were designed by United), installation, material, and construction of the goods furnished in fulfillment of this order as United or a department of the United States Government may require. The expression "guarantee period" as used above shall mean the period beginning with the acceptance of this order and ending, with respect to each item furnished under this order, six months after the initial use by the United States Government of such item in any of United's products. If any goods are changed or replaced by the vendor in accordance with the foregoing provision, the guarantee period shall extend to the corrected goods for a period extending six months after final acceptance of such corrected goods.
16. The vendor will maintain the quality of workmanship and material required by standards of the United States Army, Navy, and/or United; all material and workmanship shall be subject to inspection and test by the United States Government and/or United at all times and places and, when practicable, during manufacture; and if any such inspection or test is made on the premises of the vendor, the vendor will furnish without additional charge all reasonable facilities and assistance for a safe and convenient inspection or test.

Purchase Order

PRATT & WHITNEY AIRCRAFT  
Division of  
United Aircraft Corporation

EAST HARTFORD, CONN.

Order No. F- 77264

Date 2/24/43

UNIVERSITY OF KENTUCKY  
LEXINGTON, -  
KENTUCKY

Delivery Schedule		
Quan.	Month	Day
		3/1/43

Inspection \_\_\_\_\_ Terms 3160 Acct. No. 1450

Please furnish the following:-

Price

FURNISH MATERIAL AND LABOR FOR THE FOLLOWING:

2	FLANGES ACCORDING TO DWG. TC-79953	@260.00 NET
1	RING " " " TB-79955	
	RE MACHINE COUPLING PARTS AS FOLLOWS:	
1	HUB ACCORDING TO DWG. TB-79968	
1	SHAFT " " " TB-79969	
1	FLANGE " " " TB-80211	

PER QUOTATION 1/27/43

RENDER SEPARATE INVOICE ON THIS PURCH. ORD.

PREFERENCE RATING AA-1  
CERTIFICATION ATTACHED

AA-1

FOR DEFENSE PURPOSES  
To Facilitate Execution of our Defense Contracts

ARMY	F.O.B.
NAVY	SHIP VIA
COMM'L	DEL. TO DYN. STORES STA. #2

We hereby certify that all parts purchased on this order are for use as original installation or replacement parts in airplane engines only.

An acceptance of this order or any shipment of goods pursuant hereto shall be an acceptance of the conditions appearing on the face and reverse side hereof as the only conditions applying to the purchase and sale of the said goods, unless other conditions be agreed to in writing signed by authorized representatives of United Aircraft Corporation and the vendor, respectively.

(Signed) R. W. Pinkham  
Purchasing Asst.

## SHIPPING INSTRUCTIONS

1. Please acknowledge receipt of this order and state whether the goods called for will be shipped as specified.
2. Please render a separate invoice in duplicate on the day of each shipment pursuant to this order.
3. United Aircraft Corporation, hereafter referred to as United, will not allow charges for boxing or drayage unless agreed to in writing.
4. United requires that the number of this order be plainly indicated on all goods shipped pursuant to it or on all packages thereof, and on all packing slips and bills of lading relating to it.
5. Please do not declare value above \$50.00 to carriers when shipping.

## CONDITIONS OF PURCHASE

1. United shall have the right to accept or reject the goods called for by this order after inspection at the factory of United; all rejected items shall be returned to the vendor for credit, transportation collect; and such rejected items shall not be replaced by the vendor except upon written instructions from United.
2. The vendor agrees to indemnify and save harmless United and each subsequent purchaser of the goods or product covered by this order from and against any and all liability, expense, or damage for or by reason of the infringement or alleged infringement of any patent or patents of the United States of America by the use or sale of such goods or product; and further agrees that, upon the institution of any infringement suit or action based thereon, it will promptly assume and conduct the defense thereof at its own cost and expense; subject, however, to the right of either United or any such subsequent purchaser, at its option and at its own cost and expense, to supersede the vendor in that regard and to assume and conduct the defense of such suit or action insofar as it affects the interests of either United or any such subsequent purchaser.
3. No modification of this order shall be binding unless in writing and signed by United and the vendor.
4. The vendor warrants that the goods called for by this order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (Public Act No. 718--75th Congress) and, insofar as applicable to this order the Walsh-Healey Public Contracts Act (Public Act No. 846--74th Congress) and any amendments thereto, as well as with the provisions of any other act of Congress with respect to labor relations now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act.
5. The vendor warrants that the goods called for by this order have been or will be produced in compliance with the act commonly known as the "Buy American Act" Title II of Public Act No. 428--72nd Congress approved March 3, 1933, and any amendments thereto, as

well as other acts of Congress with respect to the same subject, now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act.

6. The vendor will report to the Navy Department and to the United States Army Air Corps immediately, when known, any danger of espionage or sabotage; it will supply, if requested, the full name, citizenship, country of birth and alien status of any of its employees, and it will refuse to employ, or will discharge, any person or persons whose access to the work in connection with the filling of this order shall be characterized as undesirable by the United States Government.
7. The vendor agrees to be governed by all acts of Congress applicable to this order with respect to the limitation of profits of vendors and subcontractors, whether now in effect or hereafter enacted, and by any and all rules and regulations issued thereunder; and the vendor further agrees to reaffirm such agreement separately in a writing signed by an authorized officer if so requested by United at any time.
8. The vendor will not discriminate against any worker because of race, creed, color, or national origin.
9. Neither this order nor any interest hereunder is assignable by the vendor without the prior written consent of United.
10. If the total amount of this order exceeds \$100,000., and if this order is deemed to be a subcontract within the meaning of Section 403 of the 6th supplemental National Defense Appropriation Act, 1942, the Vendor, agrees to the following provisions for renegotiation:
  - (1) Upon the written request of the Secretary, at such period or periods when in the judgment of the Secretary the profits accruing to the Vendor under this order can be determined with reasonable certainty, the purchase price shall be renegotiated by the Secretary and Vendor to eliminate therefrom such amount as is found as a result of such renegotiation to represent excessive profits.
  - (2) There shall be retained by United or repaid at the direction of the Secretary any amount of the contract price found as a result of such renegotiation to represent excessive profits to Vendor.
  - (3) United is hereby relieved from any liability to Vendor on account of any amount retained or repaid pursuant to Paragraph (2).
  - (4) The term "Secretary" for the purposes of this provision shall mean the Secretary of the Navy or the Secretary of War, as the case may be, and shall be deemed to include any authorized representative of either of them.

If the goods called for by this order are to be used in furnishing or constructing aircraft, aircraft engines, aircraft propellers,



aeronautical accessories, or parts of any of the foregoing, the vendor agrees to the following additional conditions:

11. The manufacturing plant, and books, of the vendor, or such part of any manufacturing plant as may be engaged in furnishing or constructing the goods called for by this order shall at all times be subject to inspection and audit by any person designated by the head of any executive department of the United States Government.
12. Except by express authority of an authorized representative of the United States Government, no aliens in the employ of the vendor will be permitted to have access to the plans or specifications of the goods called for by this order, or to participate in the manufacture of such goods, unless the goods called for by this order are standard or commercial products or the specifications with respect thereto will not disclose the nature or character of the goods called for.
13. The vendor will comply with the terms of the Annual Secrecy Agreement between United and the Materiel Division of the United States Army Air Corps and with the Disclosure of Information provisions of United States Navy supply contracts, and will be responsible for the safeguarding of all classified matters that may be disclosed or developed in connection with the work under this order. (Copies of the pertinent provisions of said Annual Secrecy Agreement and of said Disclosure of Information clause will be supplied by United on request).
14. The vendor will comply with applicable Army and Navy specifications, unless other specifications are stated on the face of this order by United, and will upon demand furnish United with a certified report of details of material and workmanship inspections.
15. The vendor shall make at its own expense during the guarantee period such changes or replacements to correct defective design (unless the goods were designed by United), installation, material, and construction of the goods furnished in fulfillment of this order as United or a department of the United States Government may require. The expression "guarantee period" as used above shall mean the period beginning with the acceptance of this order and ending, with respect to each item furnished under this order, six months after the initial use by the United States Government of such item in any of United's products. If any goods are changed or replaced by the vendor in accordance with the foregoing provision, the guarantee period shall extend to the corrected goods for a period extending six months after final acceptance of such corrected goods.
16. The vendor will maintain the quality of workmanship and material required by standards of the United States Army, Navy, and/or United; all material and workmanship shall be subject to inspection and test by the United States Government and/or United at all times and places and, when practicable, during manufacture; and if any such inspection or test is made on the premises of the vendor, the vendor will furnish without additional charge all reasonable facilities and assistance for a safe and convenient inspection or test.

## Purchase Order

PRATT & WHITNEY AIRCRAFT  
Division of  
United Aircraft Corporation  
EAST HARTFORD, CONN.

Order No. F-80108

Date 3/3/43

UNIVERSITY OF KENTUCKY  
AERONAUTICAL LABORATORY  
LEXINGTON, KENTUCKY

Delivery Schedule

Quan.	Month	Day
AS REQUIRED		

AS REQUIRED

ATT. PROF. A.J. MEYER

Inspection \_\_\_\_\_ Terms W.O. 835869 Acct. No. 5199

Please furnish the following:-

PRICE

FACILITIES OF NO. 10 DYNAMOMETER AND STAND; SERVICES OF TEST SUPERVISOR, DYNAMOMETER OPERATOR, TEST ENGINEER AND OTHER SKILLED LABOR; MATERIALS AND SUPPLIES NECESSARY FOR CARRYING ON CERTAIN TESTS AND REQUISITIONED BY THE TEST ENGINEER PLUS FIFTEEN PERCENT, EXCEPT FUEL AND OIL WHICH SHALL BE AT COST TO THE UNIVERSITY OF KENTUCKY PLUS TEN PERCENT; MISCELLANEOUS SERVICES SUCH AS TELEGRAPH, TELEPHONE, POSTAGE, CARTAGE, ETC; COSTS OF SAID ITEMS TO BE APPROVED BY OUR MR. E. A. RYDER OR OTHER SUITABLE PRATT & WHITNEY REPRESENTATIVE IN ACCORDANCE WITH AGREEMENT BETWEEN THE UNIVERSITY OF KENTUCKY AND OURSELVES, DATED JANUARY 18, 1943. THIS PURCHASE ORDER IS APPLICABLE TO THE TIME PERIOD BETWEEN FEBRUARY 1, 1943 AND DECEMBER 31, 1943.

50,000.00

AA-1

FOR DEFENSE PURPOSES  
To Facilitate Execution of our Defense Contracts

ARMY	F.O.B.
NAVY	SHIP VIA
COMM'L	DEL. TO DYN. STORES, REC. #2

We hereby certify that all parts purchased on this order are for use as original installation or replacement parts in airplane engines only.

An acceptance of this order or any shipment of goods pursuant hereto shall be an acceptance of the conditions appearing on the face and reverse side hereof as the only conditions applying to the purchase and sale of the said goods, unless other conditions be agreed to in writing signed by authorized representatives of United Aircraft Corporation and the vendor, respectively.

(Signed) R.W. Pinkham  
Purchasing Asst.

## SHIPPING INSTRUCTIONS

1. Please acknowledge receipt of this order and state whether the goods called for will be shipped as specified.
2. Please render a separate invoice in duplicate on the day of each shipment pursuant to this order.
3. United Aircraft Corporation, hereafter referred to as United, will not allow charges for boxing or drayage unless agreed to in writing.
4. United requires that the number of this order be plainly indicated on all goods shipped pursuant to it or on all packages thereof, and on all packing slips and bills of lading relating to it.
5. Please do not declare value above \$50.00 to carriers when shipping.

## CONDITIONS OF PURCHASE

1. United shall have the right to accept or reject the goods called for by this order after inspection at the factory of United; all rejected items shall be returned to the vendor for credit, transportation collect; and such rejected items shall not be replaced by the vendor except upon written instructions from United.
2. The vendor agrees to indemnify and save harmless United and each subsequent purchaser of the goods or product covered by this order from and against any and all liability, expense, or damage for or by reason of the infringement or alleged infringement of any patent or patents of the United States of America by the use or sale of such goods or product; and further agrees that, upon the institution of any infringement suit or action based thereon, it will promptly assume and conduct the defense thereof at its own cost and expense; subject, however, to the right of either United or any such subsequent purchaser, at its option and at its own cost and expense, to supersede the vendor in that regard and to assume and conduct the defense of such suit or action insofar as it affects the interests of either United or any such subsequent purchaser.
3. No modification of this order shall be binding unless in writing and signed by United and the vendor.
4. The vendor warrants that the goods called for by this order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (Public Act No. 713--75th Congress) and, insofar as applicable to this order the Walsh-Healey Public Contracts Act (Public Act No. 846--74th Congress) and any amendments thereto, as well as with the provisions of any other act of Congress with respect to labor relations now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act.
5. The vendor warrants that the goods called for by this order have been or will be produced in compliance with the act commonly known as the "Buy American Act" Title II of Public Act No. 428--72nd Congress approved March 3, 1933, and any amendments thereto, as

well as other acts of Congress with respect to the same subject, now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act.

6. The vendor will report to the Navy Department and to the United States Army Air Corps immediately, when known, any danger of espionage or sabotage; it will supply, if requested, the full name, citizenship, country of birth and alien status of any of its employees, and it will refuse to employ, or will discharge, any person or persons whose access to the work in connection with the filling of this order shall be characterized as undesirable by the United States Government.
7. The vendor agrees to be governed by all acts of Congress applicable to this order with respect to the limitation of profits of vendors and subcontractors, whether now in effect or hereafter enacted, and by any and all rules and regulations issued thereunder; and the vendor further agrees to reaffirm such agreement separately in a writing signed by an authorized officer if so requested by United at any time.
8. The vendor will not discriminate against any worker because of race, creed, color, or national origin.
9. Neither this order nor any interest hereunder is assignable by the vendor without the prior written consent of United.
10. If the total amount of this order exceeds \$100,000., and if this order is deemed to be a subcontract within the meaning of Section 403 of the 6th supplemental National Defense Appropriation Act, 1942, the Vendor, agrees to the following provisions for renegotiation:
  - (1) Upon the written request of the Secretary, at such period or periods when in the judgment of the Secretary the profits accruing to the Vendor under this order can be determined with reasonable certainty, the purchase price shall be renegotiated by the Secretary and Vendor to eliminate therefrom such amount as is found as a result of such renegotiation to represent excessive profits.
  - (2) There shall be retained by United or repaid at the direction of the Secretary any amount of the contract price found as a result of such renegotiation to represent excessive profits to Vendor.
  - (3) United is hereby relieved from any liability to Vendor on account of any amount retained or repaid pursuant to Paragraph (2).
  - (4) The term "Secretary" for the purposes of this provision shall mean the Secretary of the Navy or the Secretary of War, as the case may be, and shall be deemed to include any authorized representative of either of them.

If the goods called for by this order are to be used in furnishing or constructing aircraft, aircraft engines, aircraft propellers, aeronautical accessories, or parts of any of the foregoing, the vendor agrees to the following additional conditions.

11. The manufacturing plant, and books, of the vendor, or such part of any manufacturing plant as may be engaged in furnishing or constructing the goods called for by this order shall at all times be subject to inspection and audit by any person designated by the head of any executive department of the United States Government.
12. Except by express authority of an authorized representative of the United States Government, no aliens in the employ of the vendor will be permitted to have access to the plans or specifications of the goods called for by this order, or to participate in the manufacture of such goods, unless the goods called for by this order are standard or commercial products or the specifications with respect thereto will not disclose the nature or character of the goods called for.
13. The vendor will comply with the terms of the Annual Secrecy Agreement between United and the Materiel Division of the United States Army Air Corps and with the Disclosure of Information provisions of United States Navy supply contracts, and will be responsible for the safeguarding of all classified matters that may be disclosed or developed in connection with the work under this order. (Copies of the pertinent provisions of said Annual Secrecy Agreement and of said Disclosure of Information clause will be supplied by United on request).
14. The vendor will comply with applicable Army and Navy specifications, unless other specifications are stated on the face of this order by United, and will upon demand furnish United with a certified report of details of material and workmanship inspections.
15. The vendor shall make at its own expense during the guarantee period such changes or replacements to correct defective design (unless the goods were designed by United), installation, material, and construction of the goods furnished in fulfillment of this order as United or a department of the United States Government may require. The expression "guarantee period" as used above shall mean the period beginning with the acceptance of this order and ending, with respect to each item furnished under this order, six months after the initial use by the United States Government of such item in any of United's products. If any goods are changed or replaced by the vendor in accordance with the foregoing provision, the guarantee period shall extend to the corrected goods for a period extending six months after final acceptance of such corrected goods.
16. The vendor will maintain the quality of workmanship and material required by standards of the United States Army, Navy, and/or United; all material and workmanship shall be subject to inspection and test by the United States Government and/or United at all times and places and, when practicable, during manufacture; and if any such inspection or test is made on the premises of the vendor, the vendor will furnish without additional charge all reasonable facilities and assistance for a safe and convenient inspection or test.

PRATT & WHITNEY AIRCRAFT DIVISION  
UNITED AIRCRAFT CORPORATION

East Hartford, Connecticut

This rider, with its endorsements, is an integral part of this order, and is not to be detached.

AA-1 PRIORITY

CERTIFICATION

The undersigned purchaser hereby represents to the seller and to the War Production Board that he is entitled to apply or extend the Preference Rating indicated on this purchase order, and that such application or extension is in accordance with Priorities Regulation No. 3 as amended, with the terms of which the undersigned is familiar.

PRP CERTIFICATE SERIAL NO. 11990

The date of this certification is the date of the purchase order of which it is a part. PRATT & WHITNEY AIRCRAFT DIVISION  
UNITED AIRCRAFT CORPORATION

(Signed) Wendell P. McKown, Jr.  
Wendell P. McKown, Jr.  
Priorities Coordinator

ALLOCATION CLASSIFICATION

52% USA 1.00  
35% USN 1.00  
13% LL 1.00

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The prices appearing on this purchase order are subject to reduction if they exceed maximum prices established by any applicable price schedule or regulation issued under authority of the Emergency Price Control Act.

(Form No. 2)  
1st Revise.

Purchase Order

PRATT & WHITNEY AIRCRAFT  
Division of  
United Aircraft Corporation  
EAST HARTFORD, CONN.

Order No. G- 97817 ARCO

Date 3/17/44

UNIVERSITY OF KENTUCKY  
ATTN: PROF. A.J.MEYER  
LEXINGTON, KENTUCKY

Delivery Schedule		
Quan.	Month	Day
	1/1/44	to
	12/31/44	

Inspection AME-1171 Terms \_\_\_\_\_ Acct. No. 5199

Please furnish the following:-

PRICE

FACILITIES OF NO. 10 DYNAMOMETER AND STAND: SERVICES OF TEST SUPERVISOR, DYNAMOMETER OPERATOR, TEST ENGINEER AND OTHER SKILLED LABOR: MATERIAL AND SUPPLIES NECESSARY FOR CARRYING ON CERTAIN TESTS AND REQUISITIONED BY THE TEST ENGINEER PLUS FIFTEEN PERCENT, EXCEPT FUEL AND OIL WHICH SHALL BE AT COST TO THE UNIVERSITY OF KENTUCKY PLUS TEN PERCENT: MISCELLANEOUS SERVICES SUCH AS TELEGRAPH, TELEPHONE POSTAGE, CARTAGE, ETC.: COSTS OF SAID ITEMS TO BE APPROVED BY OUR MR. E. RYDER OR OTHER SUITABLE PRATT & WHITNEY REPRESENTATIVES IN ACCORDANCE WITH AGREEMENT BETWEEN THE UNIVERSITY OF KENTUCKY AND OURSELVES, DATED JANUARY 18, 1943. THIS PURCHASE ORDER IS APPLICABLE TO THE TIME PERIOD BETWEEN JANUARY 1, 1944 AND DEC. 31, 1944:

TOTAL EXPENSES NOT TO EXCEED--- 66,000.00

PER SUPPLEMENT #6 OF MARCH 10, 1944

FOR DEFENSE PURPOSES  
To Facilitate Execution of our Defense Contracts

ARMY	F.O.B.
NAVY	SHIP VIA
COMM'L	DEL. TO DYN. STORES JPM

We hereby certify that all parts purchased on this order are for use as original installation or replacement parts in airplane engines only.

An acceptance of this order or any shipment of goods pursuant hereto shall be an acceptance of the conditions appearing on the face and reverse side hereof as the only conditions applying to the purchase and sale of the said goods, unless other conditions be agreed to in writing signed by authorized representatives of United Aircraft Corporation and the vendor, respectively.

(Signed) R. W. Pinkham  
Purchasing Agent

PLEASE ACKNOWLEDGE RECEIPT OF THIS ORDER AND STATE WHETHER THE GOODS CALLED FOR WILL BE SHIPPED AS SPECIFIED

#### SHIPPING INSTRUCTIONS

1. Please render a separate invoice in duplicate on the day of each shipment pursuant to this order.
2. United Aircraft Corporation, hereafter referred to as United, will not allow charges for boxing or drayage unless agreed to in writing.
3. United requires that the number of this order be plainly indicated on all goods shipped pursuant to it or on all packages thereof, and on all packing slips and bills of lading relating to it.
4. Please do not declare value above \$50.00 to carriers when shipping.

#### CONDITIONS OF PURCHASE

1. The vendor shall warrant the goods called for to be free from defects in material and workmanship and to be suitable for the purposes intended. United shall have the right to reject any of such goods which in its opinion are defective after inspection at its plant. All rejected items shall be returned to the vendor for credit, transportation collect; and such rejected items shall not be replaced by the vendor except upon written instruction from United.
2. The vendor shall indemnify and save harmless United and each subsequent purchaser or user of any goods, product or article sold to United on this order, unless the same is manufactured according to United's design and drawings, from and against any and all liability, damage, expense, claims, actions or demands for or by reason of, or arising out of, any infringement or alleged infringement of, or indemnity clause or agreement entered into by United concerning, any United States patent or patents, on account of any use or sale of such goods, product or article by United or any subsequent purchaser. Upon the commencement of any such suit or action, or the making of any such claim or demand, the party against whom it is commenced or made shall promptly notify the other party thereof; and, unless such suit or action, claim or demand, is based upon goods, products or articles manufactured according to United's design and drawings, the vendor shall promptly assume and diligently conduct the entire defense thereof, at its own sole cost and expense, subject, however, to the right of United, insofar as its interests are affected, at United's option but at its cost and expense, to supersede the vendor in such defense, and thereafter assume and conduct the same, without releasing any other liability of the vendor.
3. No modification of this order shall be binding unless in writing and signed by United and the vendor.
4. The vendor shall warrant that the goods called for by this order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (Public Act No. 718--75th Congress) and, insofar as applicable to this order the Walsh-Healey Public Contracts Act (Public Act No. 846--74th Congress) and any amendments thereto,



as well as with the provisions of any other act of Congress with respect to labor relations now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act.

5. The vendor shall report to the Navy Department and to the United States Army Air Forces immediately, when known, any danger of espionage or sabotage; it shall supply, if requested, the full name, citizenship, country of birth and alien status of any of its employees, and it shall refuse to employ, or shall discharge, any person or persons whose access to the work in connection with the filling of this order shall be characterized by the United States Government as undesirable.
6. The vendor shall not discriminate against any employee or applicant for employment, because of race, creed, color, or national origin.
7. Except as herein otherwise expressly provided, neither this order nor any interest hereunder nor any sums becoming due to the vendor by reason hereof shall be assignable by the vendor without the prior written consent of United; provided, however, that claims for money due or to become due to the vendor from United arising out of this order may be assigned to a bank, trust company, or other institution, including any federal lending agency, provided that any such assignment shall fully conform with each of the following conditions:-
  - (a) It shall be duly authorized, shall cover all amounts payable under this order and not already paid, shall not be made to more than one party, shall not be subject to further assignment and shall be subject to reduction and setoff for any indebtedness or other claim which United may have against the vendor, however and whenever arising.
  - (b) No such assignment shall be effective unless and until the assignee shall have filed written notice of the assignment, together with a true copy of the instrument of assignment, with United and with any other person entitled thereto by law, or until the vendor (if a corporation) shall have furnished United with a certified copy of the resolution of vendor's Board of Directors, signed by its Secretary under the corporate seal, authorizing such assignment, or (if the vendor is not a corporation) shall have furnished United with suitable documentary evidence of its authority so to assign.
8. If the total amount of this order exceeds \$100,000., and if this order is deemed to be a subcontract within the meaning of Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended, the Vendor shall agree to the following provisions for renegotiation:
  - (a) Upon the written request of the Secretary at such period or periods when in the judgment of the Secretary the profits accruing under this contract can be determined with reasonable certainty, the contract price shall be renegotiated by the Secretary and the vendor to eliminate therefrom such amount as is found as a result of such renegotiation to represent excessive profits.

- (b) Any profits found as a result of such renegotiation to be excessive and not eliminated through reductions in the contract price hereunder or otherwise, shall, as the Secretary may direct, (i) be retained by United for the Government, or (ii) be repaid by the vendor to the Government, if such excessive profits have been paid to the vendor.
- (c) United is hereby relieved from any liability to the vendor on account of any amount retained or repaid pursuant to paragraph (b) above.
- (d) The vendor shall, upon the direction of the Secretary, require the insertion, in any subcontract made hereunder, of contract provisions conforming substantially to the provisions of this condition No. 8.
- (e) Any renegotiation under this condition No. 8 shall be conducted pursuant to the provisions of Section 403 of the Sixth Supplemental National Defense Appropriation Act, 1942, as amended.
- (f) The term "Secretary" as used herein shall mean either the Secretary of the Navy or the Secretary of War and shall be deemed to include any authorized representative of either of them.

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If the goods called for by this order are to be used in furnishing or constructing aircraft, aircraft engines, aircraft propellers, aeronautical accessories, or parts of any of the foregoing, the vendor shall agree to the following additional provisions:

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- 9. The manufacturing plant and books of the vendor, or such part of any manufacturing plant as may be engaged in furnishing or constructing the goods called for by this order shall at all times be subject to inspection and audit by any person designated by the head of any executive department of the United States Government.
- 10. Except by express authority of an authorized representative of the United States Government, no aliens in the employ of the vendor shall be permitted to have access to the plans or specifications of the goods called for by this order, or to participate in the manufacture of such goods, unless the goods called for by this order are standard or commercial products or the specifications with respect thereto shall not disclose the nature or character of the goods called for.
- 11. The vendor shall comply with the applicable terms of the agreements in respect to safeguarding classified information between United and the United States Navy and War Departments and with the Disclosure of Information and Secrecy provisions of United States Navy and War Department supply contracts, and shall be responsible for the safeguarding of all classified matters that may be disclosed or developed in connection with the work under this order. (Copies of the pertinent provisions of said Annual Secrecy Agreement and of said Disclosure of Information clause will be supplied by United on request.)

12. The vendor shall comply with applicable Army and Navy specifications, unless other specifications are stated on the face of this order by United, and shall, upon demand, furnish United with a certified report of details of material and workmanship inspections. All material and workmanship shall be subject to inspection and test by the United States Government and by United at all times and places and, when practicable, during manufacture; and if any such inspection or test is made on the premises of the vendor, the vendor shall furnish without additional charge all reasonable facilities and assistance for a safe and convenient inspection or test.
  
13. The vendor shall make at its own expense during the guarantee period such changes or replacements to correct defective design (unless the goods were designed by United), installation, material, and construction of the goods furnished in fulfillment of this order as United or a department of the United States Government may require. The expression "guarantee period", as used above, shall mean the period beginning with the acceptance of this order and ending, with respect to each item furnished under this order, ten months after final acceptance by the United States Government of such item. If any goods are changed or replaced by the vendor in accordance with the foregoing provision, the guarantee period shall extend to the corrected goods for a period extending ten months after final acceptance of such corrected goods.

PRATT & WHITNEY AIRCRAFT  
DIVISION OF UNITED AIRCRAFT CORPORATION  
East Hartford, Connecticut

This rider, with its endorsements, is an integral part of this order and is not to be detached.

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By acceptance of this order, the seller represents and hereby affirms that to the best of its knowledge, information and belief, the prices charged to United Aircraft Corporation by it for the articles covered by this order do not exceed the maximum price established by an applicable order, regulation or price schedule now in effect pursuant to the Emergency Price Control Act of 1942, as amended, and will not exceed any such price so established by any such order, regulation or price schedule in effect at the date of sale under this order. If such price or any part thereof should prove to be in excess of any such order, regulation or price schedule, the seller will refund the excess to United Aircraft Corporation.

235673 -----

Any communication regarding the necessity for Priority Rating on this order should be addressed to Wendell P. McKown, Jr., Priorities Administrator.

Priorities Rider No. 16

Purchase Order No. G97817 ARCO

Purchase Order

PRATT & WHITNEY AIRCRAFT  
Division of  
United Aircraft Corporation  
East Hartford, Conn.

Order No. G- 7327

Date 5/28/43

UNIVERSITY OF KENTUCKY  
LEXINGTON, KENTUCKY  
ATT: PROF. MEYER

Delivery Schedule  
Quan. Month Day

June 1, 1943

Inspection \_\_\_\_\_ Terms 3160 Acct. No. 1450

Please furnish the following:-

Price

TO COVER COST OF THE PLUMBING AND ERECTION OF A  
SHELTER FOR OUR SPECIAL FUEL SYSTEM FOR BARRELED  
FUEL

@200.00

NOTE: THIS WORK IS BEING DONE IN KENTUCKY

RENDER SEPARATE INVOICE ON THIS PURCH. ORD.

PREFERENCE RATING AA-3  
CERTIFICATION ATTACHED

FOR DEFENSE PURPOSES  
To Facilitate Execution of Our Defense Contracts

ARMY	F.O.B.
NAVY	SHIP VIA
COMM'L	DEL. TO See note JPM JDB

We hereby certify that all parts purchased on this order are for use as original installation or replacement parts in airplane engines only.

An acceptance of this order or any shipment of goods pursuant hereto shall be an acceptance of the conditions appearing on the face and reverse side hereof as the only conditions applying to the purchase and sale of the said goods, unless other conditions be agreed to in writing signed by authorized representatives of United Aircraft Corporation and the vendor, respectively.

(Signed) R. W. Pinkham  
Purchasing Agent

## SHIPPING INSTRUCTIONS

1. Please acknowledge receipt of this order and state whether the goods called for will be shipped as specified.
2. Please render a separate invoice in duplicate on the day of each shipment pursuant to this order.
3. United Aircraft Corporation, hereafter referred to as United, will not allow charges for boxing or drayage unless agreed to in writing.
4. United requires that the number of this order be plainly indicated on all goods shipped pursuant to it or on all packages thereof, and on all packing slips and bills of lading relating to it.
5. Please do not declare value above \$50.00 to carriers when shipping.

## CONDITIONS OF PURCHASE

1. United shall have the right to accept or reject the goods called for by this order after inspection at the factory of United; all rejected items shall be returned to the vendor for credit, transportation collect; and such rejected items shall not be replaced by the vendor except upon written instructions from United.
2. The vendor agrees to indemnify and save harmless United and each subsequent purchaser of the goods or product covered by this order from and against any and all liability, expense, or damage for or by reason of the infringement or alleged infringement of any patent or patents of the United States of America by the use or sale of such goods or product; and further agrees that, upon the institution of any infringement suit or action based thereon, it will promptly assume and conduct the defense thereof at its own cost and expense; subject, however, to the right of either United or any such subsequent purchaser, at its option and at its own cost and expense, to supersede the vendor in that regard and to assume and conduct the defense of such suit or action insofar as it affects the interests of either United or any such subsequent purchaser.
3. No modification of this order shall be binding unless in writing and signed by United and the vendor.
4. The vendor warrants that the goods called for by this order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (Public Act. No. 718--75th Congress) and, insofar as applicable to this order the Walsh-Healey Public Contracts Act (Public Act No. 846--74th Congress) and any amendments thereto, as well as with the provisions of any other act of Congress with respect to labor relations now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act.
5. The vendor warrants that the goods called for by this order have been or will be produced in compliance with the act commonly known as the "Buy American Act" Title II of Public Act No. 428--72nd Congress approved March 3, 1933, and any amendments thereto, as well as other acts of Congress with respect to the same subject, now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act.

6. The vendor will report to the Navy Department and to the United States Army Air Corps immediately, when known, any danger of espionage or sabotage; it will supply, if requested, the full name, citizenship, country of birth and alien status of any of its employees, and it will refuse to employ, or will discharge, any person or persons whose access to the work in connection with the filling of this order shall be characterized as undesirable by the United States Government.
7. The vendor agrees to be governed by all acts of Congress applicable to this order with respect to the limitation of profits of vendors and subcontractors, whether now in effect or hereafter enacted, and by any and all rules and regulations issued thereunder; and the vendor further agrees to reaffirm such agreement separately in a writing signed by an authorized officer if so requested by United at any time.
8. The vendor will not discriminate against any worker because of race, creed, color, or national origin.
9. Neither this order nor any interest hereunder is assignable by the vendor without the prior written consent of United.
10. If the total amount of this order exceeds \$100,000., and if this order is deemed to be a subcontract within the meaning of Section 403 of the 6th supplemental National Defense Appropriation Act, 1942, the Vendor, agrees to the following provisions for renegotiation:
  - (1) Upon the written request of the Secretary, at such periods when in the judgment of the Secretary the profits accruing to the Vendor under this order can be determined with reasonable certainty, the purchase price shall be renegotiated by the Secretary and Vendor to eliminate therefrom such amount as is found as a result of such renegotiation to represent excessive profits.
  - (2) There shall be retained by United or repaid at the direction of the Secretary any amount of the contract price found as a result of such renegotiation to represent excessive profits to Vendor.
  - (3) United is hereby relieved from any liability to Vendor on account of any amount retained or repaid pursuant to Paragraph (2).
  - (4) The term "Secretary" for the purposes of this provision shall mean the Secretary of the Navy or the Secretary of War, as the case may be, and shall be deemed to include any authorized representative of either of them.

If the goods called for by this order are to be used in furnishing or constructing aircraft, aircraft engines, aircraft propellers, aeronautical accessories, or parts of any of the foregoing, the vendor agrees to the following additional conditions:

11. The manufacturing plant, and books, of the vendor, or such part of any manufacturing plant as may be engaged in furnishing or constructing the goods called for by this order shall at all times be subject to inspection and audit by any person designated by the head of any executive department of the United States Government.
12. Except by express authority of an authorized representative of the United States Government, no aliens in the employ of the vendor will be permitted to have access to the plans or specifications of the goods called for by this order, or to participate in the manufacture of such goods, unless the goods called for by this order are standard or commercial products or the specifications with respect thereto will not disclose the nature or character of the goods called for.
13. The vendor will comply with the terms of the Annual Secrecy Agreement between United and the Materiel Division of the United States Army Air Corps and with the Disclosure of Information provisions of United States Navy supply contracts, and will be responsible for the safeguarding of all classified matters that may be disclosed or developed in connection with the work under this order. (Copies of the pertinent provisions of said Annual Secrecy Agreement and of said Disclosure of Information clause will be supplied by United on request).
14. The vendor will comply with applicable Army and Navy specifications, unless other specifications are stated on the face of this order by United, and will upon demand furnish United with a certified report of details of material and workmanship inspections.
15. The vendor shall make at its own expense during the guarantee period such changes or replacements to correct defective design (unless the goods were designed by United), installation, material, and construction of the goods furnished in fulfillment of this order as United or a department of the United States Government may require. The expression "guarantee period" as used above shall mean the period beginning with the acceptance of this order and ending, with respect to each item furnished under this order, six months after the initial use by the United States Government of such item in any of United's products. If any goods are changed or replaced by the vendor in accordance with the foregoing provision, the guarantee period shall extend to the corrected goods for a period extending six months after final acceptance of such corrected goods.
16. The vendor will maintain the quality of workmanship and material required by standards of the United States Army, Navy, and/or United; all material and workmanship shall be subject to inspection and test by the United States Government and/or United at all times and places and, when practicable, during manufacture; and if any such inspection or test is made of the premises of the vendor, the vendor will furnish without additional charge all reasonable facilities and assistance for a safe and convenient inspection or test.



PRATT & WHITNEY AIRCRAFT DIVISION  
 UNITED AIRCRAFT CORPORATION  
 EAST HARTFORD, CONNECTICUT

This rider, with its endorsements, is an integral part of this order, and is not to be detached.

CERTIFICATION

The undersigned purchaser hereby represents to the seller and to the War Production Board that he is entitled to apply or extend the Preference Rating indicated on this purchase order, and that such application or extension is in accordance with Priorities Regulation No. 3 as amended, with the terms of which the undersigned is familiar.

The date of this certification      PRATT & WHITNEY AIRCRAFT  
 is the date of the purchase                      DIVISION  
 order of which it is a part.                      UNITED AIRCRAFT CORPORATION

(Signed) Wendell P. McKown, Jr.  
 Wendell P. McKown, Jr.  
 Priorities Coordinator

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The prices appearing on this purchase order are subject to reduction if they exceed maximum prices established by any applicable price schedule or regulation issued under authority of the Emergency Price Control Act.

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ALLOCATIONS CLASSIFICATIONS

52% USA 1.00  
 35% USN 1.00  
 13% LL 1.00

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Any communication regarding this certification should be addressed to the Priorities Coordinator.

(Form No. 1)  
 3rd Revise.

Purchase Order No. G- 7327

COMMONWEALTH OF KENTUCKY  
 Department of Finance--Division of Purchases and Public Properties  
 NOTICE OF AWARD OF CONTRACT

DEPARTMENT OF HIGHWAYS Contract No. HCT 6589  
 Division....New.Equipment..... Highway Contract No.....  
 District No.....County..... Account No.....7033.....  
 Name of Allotment or Revolving  
 Account...New.Equipment.....  
 Date...10-22-43.....

University of Kentucky  
 Lexington, Kentucky

Departmental Requisition  
 No.....2442.....  
 District Requisition No.....  
 Res.: Lab.: 94-A.....  
 Invitation No.....  
 Request No.....

You are hereby awarded the contract described below in accordance with the bid submitted by you on.....

Ship to Department of Highways care  
 Highway Materials Research Labora-  
 tory, University of Ky., Lexington,  
 (132 Graham Avenue).....

IMPORTANT NOTICE  
 Ship At once.

Unless otherwise indicated, all prices are F.O.B. destination and prepaid. Shipping bill must be sent to consignee.

Quantity	Unit	Description	Unit Price	Amount
		Furnishing Labor and Materials for the construction of parts for Road Testing Machine used in Test Track.		
		This Equipment was designed by Prof. Meyer and the parts referred to in this contract are to conform to approved drawings.		
		COST NOT TO EXCEED.....		\$1,000.00
		(To be purchased from the University of Kentucky. Billing to be made at the exact cost of labor and materials)		
		Purchaser's Symbol: DP(Code No. 10.30)		

Terms: M.S. Total Amount \$1,000.00

(Continued on next page)

IMPORTANT INSTRUCTIONS TO CONTRACTORS

1. Deliveries should be made only after receiving the Department's Request for Delivery form HP-6.

(Signed) . . . . W. P. Hogarty . . . . .  
(Director--Division of Purchases and Public Properties)

2. Submit invoices on Standard invoice forms in accordance with instructions contained thereon.

Approved as to availability of funds:

3. Contract number must appear on each invoice, on all packages and delivery tickets and any correspondence pertaining thereto.

(Signed) S. S. Smith

4. Send all invoices directly to Division of Accounts and Control, Department of Finance, Frankfort, Ky.

CONTRACTOR'S COPY

Posted to Records of  
Division of Accounts  
and Control

COMMONWEALTH OF KENTUCKY  
Division of Purchases and Public Properties of the Department of  
Finance

ADVICE OF CHANGE IN PURCHASE ORDER

Department.....of Highways.....	Advice No..... <del>990</del> .....
Division or Institution.....New.....	Date.... <del>2-15-44</del> .....
.....Equipment.....	Number of Purchase Order Changed..... <del>HCT-6589</del> .....
University of Kentucky Lexington, Kentucky	Account No..... <del>7033</del> .....
	Name of Allotment or New Revolving Account... <del>Equipment</del> ..

The purchase order indicated herein is hereby changed as set forth below:

This contract reads, in part:-

"Furnishing Labor and Materials for the construction of parts for Road Testing Machine used in Test Track,  
COST NOT TO EXCEED.....\$1,000.00"

This should read:-

Furnishing Labor and Materials for the construction of parts for Road Testing Machine, used in Test Track,  
COST NOT TO EXCEED.....\$2,000.00

(This is for the reason that at the time requisition was made, it was not possible to arrive at an exact cost for the construction of this equipment.)

(SEE DEPARTMENTAL HIGHWAY REQUEST NO. 405.)

Net Increase..	<del>\$1,000.00</del> ..
Net Decrease.....	

G.G.

(Signed).....John W. Croley.....  
(Director of Division of  
Purchases and Public Properties)

Approved as to availability of funds:

(Signed) Clarence Miller

POSTED TO RECORDS

Vendor's Copy of the Division of Accts. and Control.

D. Withdrawal of James Park.

Mr. James Park withdrew from the meeting at 11:55 to keep a previous appointment.

E. Gifts:

1. Kentucky Music Teachers Association.
2. Tobacco By-products and Chemical Corporation.

President Donovan presented correspondence from Alexander Capurso, Executive Director of the Department of Music, and others concerning gift from the Kentucky Music Teachers Association, and correspondence with Dean Cooper concerning check for \$5,000 from the Tobacco By-Products and Chemical Corporation of Louisville, as follows:

March 10, 1944

President Herman Lee Donovan  
University of Kentucky  
Lexington, Kentucky

My dear President Donovan:

I am enclosing correspondence from Miss Lucy M. Chinn, Treasurer of Kentucky Music Teachers' Association, in regard to a check for the amount of sixty dollars, and thirty-nine cents (\$60.39) presented to the University of Kentucky Department of Music, and to be used for the purchase of phonograph records for the Carnegie Music Library.

As Executive Director of the Music Department, I am recommending that this gift be accepted and proper acknowledgement be made to Miss Chinn.

I am taking the liberty of submitting the check to Mr. Peterson, Comptroller, subject to the approval of the Board of Trustees for acceptance of the gift.

Cordially yours,

(Signed) Alexander Capurso  
Executive Director

March 9, 1944

Dr. Alexander Capurso  
Lexington, Ky.

My dear Dr. Capurso:

Inclosed find check for sixty dollars and thirty-nine cents (\$60.39), which amount is presented to the University Music Department to be used for the purchase of records in the library.

This is presented by the Kentucky Music Teachers Association with the hope that it may be of service.

Very truly

(Signed) Lucy M. Chinn, Treas.  
Kentucky Music Teachers Association.

201 West Campbell St.  
Frankfort, Ky.

March 3, 1944

President H. L. Donovan  
University of Kentucky

Dear President Donovan:

I am pleased to inform you of a gift of \$5000.00 from the Tobacco By-Products and Chemical Corporation, Louisville, Kentucky, to the Experiment Station, to aid in our tobacco research studies; specifically, as to the possibilities of increased nicotine content. The contribution is made with the understanding that the funds are to be expended for the purposes set forth and at the discretion of the Director of the Kentucky Experiment Station. If accepted, the donors wish to have the fund set up as a trust fund, to be expended without restriction, as the Director of the Kentucky Agricultural Experiment Station may indicate. If the objectives of the research work are accomplished without the expenditure of the entire contribution, the unexpended balance is to be returned to the company. If the terms of the gift are acceptable to you and the Board of Trustees, please transmit the enclosed

check to the Comptroller.

Sincerely yours,

(Signed) Thomas Cooper  
Dean and Director

Enclosure.

The Committee took the following action:

\* \* \* \* \*

2. Upon motion duly made and seconded, and unanimously carried, the gift of the Kentucky Music Teachers Association and the gift of the Tobacco By-Products and Chemical Corporation of Louisville are authorized accepted, and the President is requested to write a letter expressing the appreciation of the University of Kentucky to the donors for these gifts.

\* \* \* \* \*

F. Wrecking of House on Limestone Street.

President Donovan stated to the Executive Committee that the University of Kentucky in November or December, 1943, purchased a house at 618 South Limestone Street and that the house is now vacant. He desired direction as to whether the house should be repaired and offered for rent or wrecked during the current year. He stated that repairing the house would cost over \$1000.00. He stated that the property partially obstructs the view of Memorial Hall and that there exists a barn back of the house which is near the front of Memorial Hall.

The Committee discussed the advisability of opening up that part of the campus and recalled that it was the original plan to raze these buildings some time in the future, and to spend money at this time on repairing the building would probably be unwise. The Committee took the following action:

\* \* \* \* \*

3. Upon motion duly made, seconded and carried, the Comptroller is directed to cause the house and outbuildings located at 618 South Limestone to be wrecked, salvaging all lumber and materials possible, and to cause the site to be seeded and appropriately landscaped.

\* \* \* \* \*

G. Change of Work for Miss Mary L. Didlake.

President Donovan submitted the following correspondence concerning Miss Mary L. Didlake:

February 23, 1944

President H. L. Donovan  
University of Kentucky

Dear President Donovan:

On March 28, Miss Mary L. Didlake will attain the age of seventy. The rules of the University require a change of employment and allowance upon the attainment of the age of seventy. Under the present wartime conditions, it is very difficult to obtain personnel to fill a position such as hers. Therefore, I request that Miss Didlake be permitted to continue in her present work, at her present salary, until the close of business June 30, 1944, at which time she will be given a change of occupation and new duties will be assigned to her. I shall submit the proposal regarding this change at a later date. Miss Didlake has been employed in the Experiment Station since September, 1901. Her salary, effective July 1, will be at the rate of \$1500 a year.

Sincerely yours,

(Signed) Thomas Cooper  
Dean and Director



February 28, 1944

Dean Thomas Cooper  
University of Kentucky

My dear Dean Cooper:

I shall recommend to the Board of Trustees that Miss Mary Didlake be permitted to continue in her present position, at the same salary, until the close of business June 30, 1944, after which time she will be given a change of occupation and new duties are to be assigned to her.

Cordially yours,

(Signed) H. L. Donovan  
President

The Executive Committee took the following action:

\* \* \* \* \*

4. Upon motion duly made and seconded, the recommendation made in letter in regard to change-of-occupation and new duties for Miss Mary L. Didlake is approved.

\* \* \* \* \*

H. Cost of Brief in Hybrid Seed Corn Case.

President Donovan stated that one of the Assistant Attorney Generals, whose duty it will be to handle the Hybrid Seed Corn Case, desired a transcript of the testimony of the case at the time before the Court in August. He submitted the following letter from Dean Cooper.

March 22, 1944

President H. L. Donovan  
University of Kentucky

Dear President Donovan:

Mr. Clem F. Kelly, Assistant Attorney-General, telephoned me today regarding the hybrid seed corn case which was in court last August. In that case the plaintiff's request for an injunction was denied. The testimony given in the case was to be the basis of such further action as might take place. Mr. Kelly requested that we authorize payment of our share of expense in making a transcript of the testimony taken at that time. I called Judge Stoll in regard to it and he told me it was an appropriate expenditure and therefore I authorized Mr. Kelly to make arrangements for procuring a copy and told him that the Experiment Station would pay for it upon presentation of the bill. I present this as a matter of record and for confirming authorization by you and the Board.

Sincerely yours,

(Signed) Thomas Cooper  
Dean & Director.

The Committee took the following action:

\* \* \* \* \*

5. Upon motion duly made and seconded, it is ordered that the transcript be secured and that the University pay its part of the expense of making a transcript of the testimony taken.

\* \* \* \* \*

I. Purchases Made by the Comptroller.

President Donovan presented a letter from the Comptroller setting forth purchases made since November 17, 1943, and recommended that same be approved:

March 24, 1944

President H. L. Donovan  
University of Kentucky

Dear President Donovan:

I submit a list of state requisitions, advices of emergency purchases, special purchase orders, food contracts, and departmental purchase orders which have been made since November 17, 1943, and which have not been approved by the Executive Committee of the Board of Trustees. The list below gives the number of the document requesting the purchase or actually making the purchase, which documents are made a part of this record and are held in the Office of the Comptroller for record, subject to inspection. These purchases have been made on properly drawn documents at the request of the various departments and have been charged against available funds. The list follows:

State Requisitions	Nos.498 - 1013
Advice of Emergency	
Purchase	" 593 - 1239
Special Purchase Or-	
ders	" 2386 - 4724
Food Contracts	" 7 - 23
Departmental Orders:	
Library	" 7889 - 8000
Library	" 8400 - 8436
University	" 8109 - 8206

The record of the above purchases is respectfully submitted with the request that they be approved by the Executive Committee of the Board of Trustees, thereby ratifying the actions of the Comptroller in making purchases as listed.

Respectfully submitted,

(Signed) Frank D. Peterson  
Comptroller.

\* \* \* \* \*

6. Upon motion duly made, seconded and unanimously carried, the purchases made by the Comptroller and referred to as

State Requisitions	Nos. 498 - 1013
Advice of Emergency Purchase	" 593 - 1239
Special Purchase Orders	" 2386 - 4724
Food Contracts	" 7 - 23
Departmental Orders:	
Library	" 7889 - 8000
Library	" 8400 - 8436
University	" 8109 - 8206

are approved and ratified, and the Comptroller is ordered to proceed according to former instructions.

\* \* \* \* \*

J. Suit of H. A. Harper and James Molloy.

The Chairman of the Executive Committee brought to the attention of the Committee that a suit had been filed against James H. Graham, Dean of the College of Engineering, and certain members of the Board of Trustees by H. A. Harper and James Molloy. The suit was briefly discussed and it seemed to be the consensus of the opinion of the members present that since the suit is against James H. Graham and various members of the Board of Trustees past and present, the question should be left to be discussed by the full Board, which will meet in its regular quarterly meeting on April 4.

K. Appointments and Other Staff Changes.

President Donovan submitted staff appointments, reappointments, salary adjustments, leaves of absence, resignations; promotions and other staff changes requested by deans and heads of departments.

College of Arts and Sciences

Appointment

Mrs. Willie Prater Mills, temporary appointment as substitute for Mrs. Ruby Murphy, secretary in the Department of Music, extended through the month of March.

Resignations

Harry C. Lancaster, instructor in the Department of Physical Education, effective March 1, 1944. Mr. Lancaster was employed on a temporary basis to fill a vacancy created by regular staff members who had been called for military service. Mr. Lancaster has himself been called for military duty.

Mrs. Ruby Murphy, secretary in the Department of Music, effective March 1, 1944.

Mrs. Maryetta Snyder, nurse in the Infirmary, Health Service, effective February 3, 1944. Mrs. Snyder resigned to go into military service.

Mildred Semmons, professor and head of the Department of Library Science, on leave for 1943-44, effective July 1, 1944.

Richard T. Centers, student assistant in the Department of Psychology, effective March 31, 1944.

Salary Adjustments (Temporary Appointments)

L. R. Boyd, instructor in Physics (ASTP), changed to graduate assistant in the same department (civilian and ASTP), effective April 1 to June 30, 1944, with adjustment in salary.

Menno Fast, instructor in Physics (ASTP), changed to graduate assistant in same department (civilian and ASTP,) effective April 1, 1944, with adjustment in salary.

F. B. Pauls, instructor in Physics (ASTP), changed to instructor in same department (civilian and ASTP), effective April 1, 1944, with adjustment in salary.

Leave of Absence

Carl C. Branson, associate professor of Geology, granted leave without salary for the period, April 1, 1944, to July 1, 1945. Dr. Branson, who is subject to draft and induction into the armed services, is accepting a position with the Shell Oil Company, Houston, Texas.

College of Agriculture and Home Economics.Appointments

James Homer Miller, county agent in Fulton County, effective February 15, 1944, to June 30, 1944.

Crockett Marshall, laborer and night watchman, Robinson Forest, effective March 1, 1944.

Dorothy G. Smither, home demonstration agent in Shelby County, effective April 1, 1944, to June 30, 1944.

Robert Griffith, assistant in tobacco research, effective March 1, 1944.

### Salary Adjustments

Carla Long, assistant herdsman, Experiment Station, adjustment in salary, effective March 1, 1944.

Joe Masters, laborer on the Poultry Farm, adjustment in salary, effective March 1, 1944.

Ruth Overton Deeringer, clerk in the Department of Poultry Husbandry, adjustment in salary, effective March 1, 1944.

Sam Ritchie, laborer at the Robinson Forest, adjustment in salary, effective March 1, 1944.

W. K. Johnson, laborer at the Robinson Forest, adjustment in salary, effective March 1, 1944.

Marion Carr, dairyman and poultryman, Western Kentucky Substation, adjustment in salary, effective March 1, 1944.

Boon Piercy, laborer and assistant foreman, Western Kentucky Substation, adjustment in salary, effective March 1, 1944.

Byron Lantrip, laborer, Western Kentucky Substation, adjustment in salary, effective March 1, 1944.

Luther Lane, laborer, Western Kentucky Substation, adjustment in salary, effective March 1, 1944.

George Jones, laborer, Western Kentucky Substation, adjustment in salary, effective March 1, 1944.

Ellis Jones, foreman, Western Kentucky Substation, adjustment in salary, effective March 1, 1944.

Ellis Gray, laborer, Western Kentucky Substation, adjustment in salary, effective March 1, 1944.

J. T. Coleman, laborer, Western Kentucky Substation, adjustment in salary, effective March 1, 1944.

Earl Reynolds, dairyman, adjustment in salary, effective April 1, 1944.

### Termination of Leave

Claude Rankin, on leave from December 1, 1943, to February 29, 1944, has resumed his duties.

Leave of Absence

Mrs. Violette S. Weaver, clerk in the Department of Home Economics Extension, leave from March 15 to September 15, 1944, to be with her husband who is in the army.

College of EngineeringResignation

Gerald H. Backer, associate professor of applied mechanics, effective March 15, 1944. Mr. Backer is resigning to accept a position with the Bureau of Aeronautics, Navy Department.

College of EducationAppointment

Mary Margaret Sullivan, on a temporary basis, to take the place of Marjorie Geary, who has resigned as secretary in the Department of Agricultural Education.

Salary Adjustment

Huguette Balzola, student assistant in French, adjustment in salary, effective March 1, 1944.

Resignation

Marjorie Geary, secretary in Department of Agricultural Education, effective February 22, 1944.

College of Commerce

Cecil C. Carpenter, professor of economics, on leave to serve as District Price Executive with the Office of Price Administration to April 1, 1944, granted an extension of leave to January 1, 1945, in the same position.

Department of University ExtensionAppointment

Juanita Purvis, secretary-stenographer, effective April 1, 1944. Miss Purvis is to replace Miss Edith Riggs, resigned.

Department of Athletics

Reappointment

Mrs. Helen H. Shober, secretary, for April, May and June. To complete the Department's program, which was not anticipated when Mrs. Shober was first appointed.

Department of Public Relations

Appointment

Clifton Hugh Bassett, radio engineer (student), effective March 1, 1944. Mr. Bassett replaces Claude Buster, Jr., resigned.

Resignation

Claude Buster, Jr., radio engineer (student) effective March 1, 1944.

University Health Service

Resignation

Mrs. Jane Council, nurse in the Infirmary, effective March 16, 1944. Mrs. Council is leaving with her husband who had been in training here at the University and has been transferred.

\* \* \* \* \*

- 7. It was moved and seconded that on President Donovan's recommendation, the above appointments, reappointments, salary adjustments, leaves of absence, resignations, promotions, and other staff changes be concurred in and record made in the minutes.

\* \* \* \* \*

L. Adjournment.

\* \* \* \* \*

- 8. Upon motion duly made and seconded, the Executive Committee adjourned at 12:30 p.m.

\* \* \* \* \*

Frank D. Peterson  
Secretary, Board of  
Trustees