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CONTRACT NO. AT(30-1)-541

9/11/59

**ATOMIC ENERGY COMMISSION
CONTRACT**

CONTRACTOR & ADDRESS:

BRUSH BERYLLIUM COMPANY
4301 Perkins Avenue
Cleveland 3, Ohio

CONTRACT FOR:

DESIGN, CONSTRUCTION AND OPERATION
OF A BERYLLIUM PLANT AND OTHER
ACTIVITIES

LOCATION:

At or near Luckey, Ohio

**AMOUNT OF INITIAL COMMISSION
OBLIGATION:**

\$900,000.00

PAYMENT TO BE MADE BY:

Division of Disbursement, U. S.
Treasury Department, New York,
N. Y. (Submit invoices to:
U. S. Atomic Energy Commission,
P. O. Box 30, Ansonia Station,
New York 23, New York.)

9/12/49

CONTRACT NO. AT (30-1)-541

THIS CONTRACT, entered into the _____ day of _____, 1949, effective as of the 1st day of February, 1949, by and between THE UNITED STATES OF AMERICA (hereinafter referred to as the "Government") and BRUSH BERYLLIUM COMPANY (hereinafter referred to as the "Contractor"), a corporation organized and existing under the laws of the State of Ohio with its principal office and place of business at No. 4301 Perkins Avenue, Cleveland 3, Ohio;

WITNESSETH THAT:

WHEREAS, the Government, acting through the Atomic Energy Commission (hereinafter referred to as the "Commission"), desires the Contractor to design, construct, operate and maintain a plant for the production of beryllium metal and other beryllium products and to perform other work, all as hereinafter provided; and

WHEREAS, the Contractor is particularly qualified to undertake such work and is willing to do so upon the terms and conditions hereinafter set forth; and

WHEREAS, this contract is authorized by the Atomic Energy Act of 1946;

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

TITLE I

SUBJECT PLANT

ARTICLE I - DESCRIPTION OF SUBJECT PLANT

1. The plant which is the subject of this contract is hereinafter referred to as the "M and B Plant". It will contain a sub-plant hereinafter referred to as the "Beryllium Plant". The M and B Plant is described as follows:

All that parcel of land, containing approximately forty (40) acres, together with the buildings, equipment and other improvements thereon from

time to time, situate, lying and being in the Town of Troy, County of Wood and State of Ohio and located westerly of the right-of-way of The Toledo and Ohio Central Railway Company, less three hundred (300) feet off the northerly boundary thereof and consisting of the fenced industrial-area of the Magnesium Reduction Plant premises (Plancor 669) located at or near Luckey, Ohio, on part of the south one-half (1/2) of the south-west quarter (1/4) of Section number twenty-one (21), Town six (6) north, Range twelve (12) east.

TITLE II

DESIGN AND CONSTRUCTION OF BERYLLIUM PLANT

ARTICLE II-A - GENERAL STATEMENT OF TITLE II WORK

1. The Contractor shall perform design, engineering, construction and management work under this Title II in connection with establishing a plant for the production of beryllium metal and other beryllium products (hereinbefore and hereinafter referred to as the "Beryllium Plant") on the premises of the M and B Plant including, but not limited to, incidental dismantling work at another site or sites, and removal to and installation in the Beryllium Plant of, machinery, equipment and other facilities owned by the Government and/or the Contractor. In performing said work the Contractor shall, subject to applicable provisions of this contract, procure and/or furnish all premises, services, labor, materials, tools, machinery, equipment, facilities and supplies, and do all other things, deemed necessary or desirable to its prosecution and completion (except such as the Government is to or may furnish or supply as elsewhere provided in this contract).

2. The Contractor shall provide such guard and/or fire-fighting forces at the site of the work under this Title II, with such uniforms and equipment, as the Commission may require or approve.

3. The work to be performed under this Title II shall be subject (i) to the general supervision of the Commission, and (ii) to such Commission authorizations and approvals as are hereinafter provided for in this contract.

ARTICLE II-B - STATEMENT OF DESIGN-ENGINEER WORK

1. Except as the Commission may otherwise direct, the design-engineer work under this Title II shall consist of the following, and the Contractor shall perform the said work as soon as practicable:

a. Arrange for and supervise the necessary test borings and other subsurface investigations.

b. Prepare preliminary studies, sketches, and layout plans and reports, including estimates of cost of the program and of all structures, utilities, and appurtenances.

c. Obtain necessary permits and approvals from all local, State, and Federal authorities; provided, however, that Federal Works Agency, and any successor agency, shall not be deemed to be covered by this sentence. Should it become necessary in the performance of the work for the Contractor to obtain the right of ingress or egress to perform any of the work required by this contract on properties not owned or controlled by the Government, the Contractor may obtain the consent of the owner, his representative, or agent, prior to effecting entry on such property, or the Contractor may request the Commission to obtain such consent. In the event the owner requests the payment of any fee for a license to enter upon or use such property, the Contractor, when so directed by the Commission, shall pay such fee and obtain a receipt.

d. Prepare estimates of quantities of materials required to construct the Beryllium Plant.

e. When preliminary drawings are approved in writing by the Commission, prepare for approval by the Commission, any final designs, detailed working drawings and specifications necessary for the effective coordination and efficient execution of the construction work, and revise such drawings and specifications, if necessary.

f. Prepare copies of the specifications and sets of full-size copies of working drawings in such manner and in such numbers as the Commission may require. There shall be included in the specifications all provisions required by statute or which the Commission may direct to have incorporated therein relating to the awarding of the construction subcontract or subcontracts and the conditions under which the work shall be done.

g. With respect to the various portions of the Beryllium Plant, prepare estimates of the cost of construction based on approved designs, drawings and specifications, and furnish for approval by the Commission the following:

- (1) Schedules and charts showing the proposed sequence of operations in the construction of each of the several portions of the work.
- (2) Estimates showing the amounts of critical and important materials and the dates when such materials will be required on the site.
- (3) Labor estimates, to be prepared with the assistance of any construction subcontractors, showing the approximate numbers, trades, and dates required to meet the schedules in (1) above.
- (4) Monthly progress reports, in a form approved by the Commission, showing the progress of the construction work and any deviation from the approved construction schedule.

h. Establish a permanently monumented base line, with elevations, tied into the North American Datum. Furnish all governing lines, bench marks and grades essential to the construction of the Beryllium Plant.

i. Supervise the construction work to assure that it is in accordance with the approved drawings and specifications and within the area and boundaries of the pertinent Beryllium plant site or sites.

j. Check and approve all shop and working drawings submitted in connection with the construction work to assure that they conform with approved drawings.

k. Make or cause to be made field and laboratory tests of concrete, concrete aggregates and other materials; and with the approval of the Commission, arrange for and supervise such tests and inspections of materials and workmanship by commercial testing laboratories or other similar agencies as may be deemed desirable by either the Commission or the Contractor. Inspect and report to the

Commission in writing as to conformity or nonconformity of the workmanship and materials to specifications.

l. Upon completion of the Beryllium Plant or earlier termination, if any, of the work under this Title II, prepare record drawings to show construction as actually accomplished. These record drawings shall be prepared by correcting drawings as prepared for construction purposes or, where construction drawings cannot satisfactorily be revised for record purposes, by preparation of appropriate new drawings. All such drawings shall be prepared in ink on tracing cloth.

m. Prepare partial and final estimates of the quantities and values of work done under subcontracts as necessary to provide data required under the payment provisions of such subcontracts.

n. Perform such other design and engineering work within the scope of this Title II as may be required by the Commission.

ARTICLE II-C - STATEMENT OF CONSTRUCTION WORK

l. The Contractor shall construct and equip the Beryllium Plant in accordance with approved plans and specifications.

ARTICLE II-D - STATEMENT OF MANAGEMENT WORK

l. The Contractor shall perform management services with respect to work under Articles II-B and II-C which has been or will be subcontracted so as to assure the proper completion of all phases of the work under Articles II-B and II-C. Such services shall include, among other functions, preparation of subcontract documents, and scheduling such subcontracts as to units of work, time of completion, and other salient phases so as to assure the orderly prosecution of the work. Such services shall also extend to such scheduling and purchasing of items of materials and equipment as may be necessary to avoid delays in the prosecution of the work. The Contractor shall advise and consult with all subcontractors utilized in connection with Articles II-B and II-C and shall supervise their work.

ARTICLE II-E - WORKMANSHIP AND MATERIALS

l. The Contractor shall, to the best of its ability, cause the work under this Title II to be executed in a workmanlike manner by

qualified, careful and efficient workers, in strict conformity with the best standard practices, unless other practices are authorized by the Commission and in such event in strict conformity with such other practices. Except as otherwise authorized by the Commission, all materials shall be of the best available quality of their respective kinds. If the Commission requires that the Contractor submit for prior approval samples of materials proposed for use in the work covered by this Title II, the Contractor shall make no commitments for such materials until the submitted sample has been approved by the Commission.

ARTICLE II-F - CONTRACTOR'S ORGANIZATION

1. The Contractor shall promptly submit to the Commission a statement showing in general the Contractor's executive and administrative organization, duties and personnel to be employed in connection with the work under this Title II. The data so furnished shall be supplemented as additional information becomes available.

ARTICLE II-G - CHANGES IN PERSONNEL

1. The Contractor shall, to the best of its ability, furnish sufficient technical, supervisory and administrative personnel to insure the prosecution of the work under this Title II in accordance with such work schedules as may from time to time be approved by the Commission. If in the opinion of the Commission, expressed in writing to the Contractor, the Contractor falls behind the approved schedules, the Contractor shall, to the extent practicable, take such steps as may be necessary to improve its progress, and the Commission may direct it to increase working days per week, or hours of labor per day. When in the opinion of the Commission the personnel engaged in the work under this Title II is excessive for the proper performance thereof, reductions in such personnel shall be made as directed by the Commission.

ARTICLE II-H - LABOR

1. Rate of Wages (U. S. Code, Title 40, Secs. 276a and 276a-1)

a. The Contractor or its subcontractor shall pay all mechanics and laborers employed directly upon the site of all construction, alteration and/or repair, including painting and decorating, of a public building or public work under this Title II, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications,

regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics, and the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the said work. There may be withheld from the Contractor so much of accrued payments as may be considered necessary by the Commission to pay laborers and mechanics employed by the Contractor or any subcontractor on the said work the difference between the rates of wages required by this contract to be paid laborers and mechanics on the said work and the rates of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractors, or their agents.

b. In the event it is found by the Commission that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by ^{sub-paragraph a} ~~Section 1~~ ^{paragraph 1} has been or is being paid a rate of wages less than the rate of wages required by this contract to be paid as aforesaid, the Government may, by written notice to the Contractor, terminate its right to proceed with the said work or such part of the work as to which there has been a failure to pay said required wages, and to prosecute the work so terminated to completion by contract or otherwise, and the Contractor shall be liable to the Government for any excess costs occasioned the Government thereby.

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c. The regulations of the Secretary of Labor, referred to in ~~Section 2~~ of this Article, allow certain "permissible deductions" from the wages required by this Article to be paid.

2. Nonrebate of Wages. The Contractor shall comply with the regulations of the Secretary of Labor pursuant to the Act of June 13, 1934, 48 Stat. 948 (U. S. Code, title 40, sec. 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure such compliance by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

3. Labor Provisions in Subcontracts. The Contractor shall cause appropriate provisions to be inserted in all ^{affected} ~~affected~~ subcontracts to implement the purpose of the foregoing ~~sections~~ of this Article.

TITLE III

MAINTENANCE OF M AND B PLANT AND OPERATION OF BERYLLIUM PLANT

ARTICLE III-A - STATEMENT OF TITLE III WORK

1. The Contractor (i) shall, to the extent from time to time directed by the Commission, maintain the magnesium production facilities of the M and B Plant in connection with possible future operation of said plant, by the Contractor or any one else, for the production of the items for which designed, (ii) upon notice from and as directed by the Commission, shall put said plant into condition for such operation. As used in this Section, (a) the word "put" shall be deemed to include restoration and/or alteration work whether or not due to establishment of the Beryllium Plant. Article II-H hereof shall be deemed to apply to and cover such portions of the work under subdivision(ii) of this Section as consists of construction, alteration, and/or repair, including painting or decorating, of a public building or public work.

2. The Contractor shall commence operation of the Beryllium Plant upon completion thereof, or at such earlier time as shall be mutually agreed to in writing by the Commission and the Contractor without the execution of an amendment to this contract, and shall thereafter operate said plant for the (i) initial production of a certain quantity of beryllium metal, (ii) initial production of a certain quantity of beryllium oxide, and (iii) such production of additional beryllium metal and additional beryllium oxide and such fabrication of beryllium metal and beryllium oxide and such production and/or fabrication of other beryllium products as the Commission may from time to time request. The quantities to be produced under subdivisions(i) and (ii) of this Section shall be those set forth in a Secret Letter from the Commission to the Contractor dated 1949, and accepted by the Contractor, a duplicate original of which is on file in the New York Office of the Commission. The making of any request under this Section shall be within the discretion of the Commission and no such request shall be subject to any minimum quantity limitation. The Contractor shall endeavor, within the then current actual capacity of the Beryllium Plant, to accomplish production and fabrication under this Section at rates which are satisfactory to the Commission; provided, however, that unless otherwise mutually agreed to in writing by the Commission and the Contractor without the execution

of an amendment to this contract, the Contractor shall initiate action towards actual production and/or fabrication operations with respect to each item covered by subdivision (iii) of this Section within 10 days after the pertinent request therefor and shall commence such actual production and/or fabrication operations within _____ days after such request. The items to be produced under subdivisions (i) and (ii) of this Section shall conform to the technical specifications therefor contained in the aforementioned Secret Letter. Each item to be produced and/or fabricated under subdivision (iii) of this Section shall conform to the technical specifications therefor contained in the pertinent request. With respect to all items produced and/or fabricated pursuant to this Section, the Contractor shall (1) take such samples, (2) perform such analyses, and (3) deliver such samples to the Commission for use in connection with other analyses, as are provided for in said Secret Letter or the pertinent request therefor, as the case may be. All items produced and/or fabricated pursuant to this Section shall be stored, shipped and distributed as the Commission may from time to time specify. As used in this Section, the word "operate" shall be deemed to include all incidental maintenance of the Beryllium Plant not provided for under Section 1 of this Article.

3. The Contractor shall provide such guard and/or fire fighting forces at the site of the work under this Title III, with such uniforms and equipment, as the Commission may require or approve.

4. The work to be performed under this Title III shall be subject (i) to the general supervision of the Commission, and (ii) to the Commission authorizations and approvals hereinafter provided for in this contract.

5. In carrying out the work under this Title III the Contractor is authorized to and shall, subject to applicable provisions of this contract, do all things deemed necessary or desirable including, but not limited to, the employment or other obtainment of all personnel to be engaged in the Title III work, the training of such personnel to the extent approved by the Commission, the providing of all premises, services, materials, tools, machinery, equipment and supplies (except such as the Government is to or may furnish or supply as elsewhere provided in this contract), the preparation of materials and products, the storage of materials, tools, machinery, equipment, supplies and products, and the distribution and shipment of products.

TITLE IV

FISCAL

ARTICLE IV-A - CONSIDERATION

1. In full and complete compensation for its undertakings and performance under this contract the Contractor shall receive the following from the Government:

a. Reimbursement for its costs and expenses as provided for in Article IV-C hereof.

b. Payment of a fixed fee of \$1.80 per pound for all beryllium metal covered by subdivision (i) of Section 2 of Article III-A hereof produced in accordance with applicable technical specifications,

c. Payment of a fixed fee of \$0.20 per pound for all beryllium oxide covered by subdivision (ii) of Section 2 of Article III-A hereof produced in accordance with applicable technical specifications, and

d. Payment of such fixed fee or fees for the items covered by subdivision (iii) of Section 2 of Article III-A hereof as the Commission and the Contractor may mutually agree upon. At or about the time of each Commission request for production or fabrication pursuant to said subdivision, the Commission and the Contractor shall negotiate in good faith to agree upon the fixed fee or fees for the item or items covered by said request. After each negotiation the agreement reached, if any, shall be incorporated in a supplemental agreement or agreements to this contract; provided, however, that after the commencement of negotiations and in the absence of the execution and delivery of a supplemental agreement or agreements covering all items for negotiation, either the Commission or the Contractor may give written notice to the other that it considers a reasonable time for agreement has elapsed with respect to the item or items for negotiation as to which a supplemental agreement has not been executed and delivered, in which event, upon expiration of ten (10) days after the giving of said notice without the execution and delivery of a supplemental agreement covering any item or items for negotiation, a dispute shall be deemed to exist as to the item or items for negotiation, if any, not then covered by supplemental agreement and shall be resolved in accordance with Article VII-J hereof.

2. It is the intention of the parties hereto, as soon as both the Commission and the Contractor consider it reasonably practicable, to at least place the work provided for in Section 2 of Article III-A hereof on a contractual basis other than cost-plus-fixed-fee or fees, and to that end the parties hereto hereby agree that in any event for operations under said Section 2 subsequent to completion of production of the initial quantity of beryllium metal specified in aforementioned Secret Letter, and for any prior period considered reasonably practicable by the Commission and the Contractor, the Commission and the Contractor shall promptly negotiate in good faith with respect to (i) the compensation therefor and (ii) contract provisions which either the Commission or the Contractor considers related to such compensation. Such negotiations shall only embrace such compensation and contract provisions with regard to then definite contract quantities and, accordingly, shall not cover items which the Commission is authorized to request, but has not theretofore requested, pursuant to subdivision (iii) of Section 2 of Article III-A hereof. The agreement or agreements reached, if any, shall be incorporated in a supplemental agreement or agreements to this contract. The failure of the parties hereto to execute and deliver a supplemental agreement or agreements with respect to any operations prior to completion of production of the initial quantity of beryllium metal shall not be deemed to be or give rise to a dispute or to be covered by Article VII-J hereof. If at the time of completion of production of the initial quantity of beryllium metal specified in said Secret Letter the compensation for all subsequent operations under Section 2 of Article III-A hereof, which are definite as of such time, is not covered by a supplemental agreement or agreements to this contract, then either the Commission or the Contractor may give notice to the other that it considers a reasonable time for agreement has elapsed with respect to compensation for any of such subsequent operations as to which a supplemental agreement has not been executed and delivered, in which event, upon expiration of ten (10) days after the giving of said notice without the execution and delivery of a supplemental agreement covering compensation for any of such subsequent operations, a dispute shall be deemed to exist as to the compensation for negotiation, if any, not then covered by supplemental agreement and as to the contract provisions which the Commission and the Contractor have negotiated upon in relation to such compensation, and such dispute shall be resolved in accordance with Article VII-J hereof. With respect to items that the Commission may from time to time request pursuant to subdivision (iii) of Section 2 of Article III-A hereof subsequent to the time of completion of

production of the initial quantity of beryllium metal specified in said Secret Letter, the Commission and the Contractor shall promptly negotiate in good faith to agree upon (i) the compensation therefor and (ii) contract provisions which either the Commission or the Contractor considers related to such compensation. After each last-mentioned negotiation the agreement or agreements reached, if any, shall be incorporated in a supplemental agreement or agreements to this contract; provided, however, that after the commencement of any last-mentioned negotiation and in the absence of the execution and delivery of a supplemental agreement or agreements covering all compensation for negotiation, either the Commission or the Contractor may give written notice to the other that it considers a reasonable time has elapsed with respect to any compensation for negotiation as to which a supplemental agreement has not been executed and delivered, in which event, upon expiration of ten (10) days after the giving of said notice without the execution and delivery of a supplemental agreement covering any compensation for negotiation, a dispute shall be deemed to exist as to the compensation for negotiation, if any, not then covered by supplemental agreement and as to the contract provisions which the Commission and the Contractor have negotiated upon in relation to such compensation, and such dispute shall be resolved in accordance with Article VII-J hereof. As used in this Section 2, the term "contract provisions" shall be deemed to mean (i) deletion of then current provisions of this contract, (ii) revision of then current provisions of this contract, and/or (iii) addition of new provisions to this contract.

ARTICLE IV-B - COMMISSION OBLIGATION, ETC.

1. The Commission has obligated for this contract, from obligational authority available to the Commission, the sum of Nine Hundred Thousand Dollars (\$900,000.00). The Commission may increase the Commission obligation for this contract, in its discretion, from time to time, by written notice to the Contractor.

2. The Contractor shall promptly notify the Commission in writing whenever it is indicated that the Commission obligation for this contract is insufficient, and said notice shall contain, in reasonable detail, the Contractor's estimate of the amount of such insufficiency. When and if, disregarding all payments and reimbursements theretofore made by the Government hereunder, (i) the fixed-fee payments and other payments due to the Contractor hereunder, (ii) the Contractor's reimbursable costs and expenses hereunder, (iii) the actual or estimated amount unpaid by the Contractor and reimbursable hereunder

when paid, upon all subcontracts, purchase orders and other commitments made pursuant hereto on the assumption that those incomplete will be completed, and (iv) the estimated pay-roll and overhead costs for the ensuing fifteen (15) day period reimbursable hereunder when paid, shall equal the amount arrived at by deducting \$15,000.00 from the then current Commission obligation for this contract, the Contractor may, by written notice to the Commission, terminate performance of work hereunder in whole if the Commission shall have failed, within fifteen (15) days after receipt from the Contractor of a prior written notice of indication of insufficiency of the Commission obligation for this contract, to equalize such obligation and the aggregate agreed compensation (estimated to the extent necessary) covering performance of all work under this contract except work to be specified in possible future requests under subdivision (iii) of Section 2 of Article III-A hereof. Notwithstanding any other provisions of this contract, the total liability of the Government under this contract shall be limited to the Commission obligation specified in Section 1 of this Article as the same may have been increased pursuant to the provisions of this Article IV-B.

ARTICLE IV-C - REIMBURSABLE ITEMS OF COST, ETC.

1. The Contractor's costs and expenses which shall be reimbursable hereunder, but without duplication, consist of those items arising out of performance of its undertakings under this contract, including compliance with all Titles of this Contract, incurred in conformity with the pertinent provisions of this contract, and included within the following itemization, unless expressly excluded by other provisions of this contract:

a. Salaries, wages, overtime and travel expenses of its employees and a proper proportionate share of vacation pay, separation pay, and other charges or expenses under employee welfare and other plans, all in accordance with Appendix "A" of this contract, hereto attached and made a part hereof; it being expressly understood and agreed that said Appendix may be modified in any respects or manner from time to time by mutual written agreement of the Commission and the Contractor without the execution of an amendment to this contract. In case the full time of an employee is not applied to the Contractor's undertakings hereunder, reimbursement shall be proportioned to the actual time applied thereto.

b. Payments in accordance with agreements respecting employees of other employers loaned for and engaged in the performance of the Contractor's undertakings hereunder; provided, however, that such agreements shall be subject to the approval of the Commission.

c. Overhead costs. To accomplish reimbursement of these costs the Contractor shall receive provisionally the estimated amount thereof for each calendar month. Within thirty (30) days after (i) expiration of each July and January during the period that this contract provides for any reimbursable work performance, whether or not such work is then performable hereunder, and (ii) expiration or termination of such period of reimbursable work performance, the Commission and the Contractor shall review the overhead costs incurred prior to the commencement of the pertinent thirty (30) day period and not previously so reviewed, and shall negotiate in good faith to agree upon a firm lump-sum amount covering all overhead costs for the period then reviewed. After each negotiation the agreement or agreements reached, if any, shall be incorporated in a supplemental agreement or agreements to this contract. The "provided, however," clause of subdivision d of Section 1 of Article IV-A hereof shall be deemed to apply to such negotiations. In the negotiations for, and in the disposition of the dispute, if any, as to, each firm lump-sum amount, the experienced overhead costs to be reviewed shall be treated in accordance with generally accepted accounting principles consistently applied; provided, however, that Appendix "B" of this contract, hereto attached and made a part hereof, sets forth examples of items of cost which shall not be deemed to be reimbursable under this subdivision c or any other subdivision of Section 1 of this Article. Any excess payment received by the Contractor for any period reviewed shall be applied by the Contractor in reduction of the Government cost of contract work or refunded to the Government, as the Commission directs. Any deficit in payment to the Contractor for any period reviewed shall be promptly paid to the Contractor by the Government.

d. Materials, supplies, tools, machinery, equipment, other articles, (including processing and testing thereof by others), fuel and utilities; and services not covered by sub-sections a, b or c of this Section 1.

e. Training personnel.

f. Subcontracts.

g. Transportation, loading, unloading, demurrage, storage charges, crating, packing, local and long distance telephone calls, facsimile and teletype messages, telegrams, cablegrams, radiograms and postage.

h. To the extent approved by the Commission, (i) procuring or endeavoring to procure personnel and (ii) expediting the production by others, and transportation, of items of personalty.

- i. Temporary rights in land acquired in connection with the work.
- j. Such bonds and insurance policies (i) required by law, and/or (ii) approved or required by the Commission.
- k. Payments made by the Contractor under the Social Security Act (employer's contribution) and any disbursements which the Contractor may be required by law to make on account of this contract on or for any plant, equipment, process, organization, materials, supplies, services or personnel or on moneys received as reimbursement therefor; and, if approved by the Commission in advance, permit and license fees and royalties on patents used, including those owned by the Contractor. The license fees and royalties so approved on Contractor-owned patents shall be deemed to be reimbursable costs and expenses hereunder to the extent that same accrue under such approval.
- l. Special audits of accounts and special reports for the Government in connection with performance hereunder.
- m. Expenses in connection with any temporary or permanent closing down or decontamination of the M and B Plant and/or the Beryllium Plant, or any part thereof.
- n. Rentals paid, at rates and on terms approved by the Commission, for the use or occupancy of premises, tools, equipment, machinery, other articles and facilities; repairs thereto not included in the rental; and alterations thereto approved by the Commission.
- o. Disbursements incident to payment of payrolls including, but not limited to, the cost of disbursing cash, guards, cashiers and paymasters. If payments to employees are made by check, facilities for cashing checks may with Commission approval be provided without expense to employees, and the Contractor will be reimbursed therefor.
- p. Costs and expenses of litigation by, against, or otherwise with, third parties arising out of performance of this contract, including judgments and court costs, reasonable attorneys' fees for private counsel when the Government does not furnish Government counsel, settlements made with the approval of the Commission, and allowances rendered or awarded in connection with suits for wages, overtime or salaries.
- q. Losses or expenses not compensated by insurance or otherwise (including settlements made with the approval of the Commission) sustained by the Contractor, and found and certified by the Commission to be just and reasonable or determined by due process of law.

r. The cost of re-working items produced and/or fabricated hereunder which do not conform to the technical specifications therefor, provided such re-working is not due to wilful misconduct or failure to exercise good faith on the part of a corporate officer of the Contractor or of the Project Director mentioned in Section 2 of Article VII-H hereof.

s. Expenditures, and subcontracts, purchase orders and other commitments, made pursuant to Letter Contract No. AT(30-1)-541 between the parties hereto, and prior to the date first written in this contract. Said Letter Contract is hereby merged in and superseded by this contract except as a basis for reimbursement under this subdivision g. A copy of said Letter Contract (the initial instrument and Modifications Nos. 1 through thereto) is attached hereto.

t. Such other costs or expenses not expressly excluded by other provisions of this contract as should, in the opinion of the Commission, be included in the Government cost of the work.

2. No interest on capital employed or on borrowed money shall be included in the costs or expenses reimbursable hereunder.

3. The Contractor shall, to the extent of its ability, take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and bonifications, and when unable to take advantage of such benefits it shall promptly notify the Commission as to the reason therefor. In determining the reimbursable amount for items procured for the purpose of this contract, there shall be deducted from the gross cost thereof all cash and trade discounts, rebates, allowances, credits, commissions, and bonifications which have accrued to the benefit of the Contractor or would have so accrued but for the fault or neglect of the Contractor.

4. All revenue received by the Contractor from its reimbursable operations hereunder other than its compensation under this contract shall be accounted for by the Contractor and, except as otherwise directed by the Commission, applied in reduction of the Government cost of the work.

ARTICLE IV-D - PAYMENT OF CONSIDERATION

1. Once a month, or in the discretion of the Commission at more frequent intervals, the Government, without duplication, will reimburse the Contractor for its reimbursable costs and expenses hereunder and will pay the Contractor the fixed fees earned hereunder, upon submission to and approval by the Commission of vouchers therefor supported by such evidence as the Commission may require.

ARTICLE IV-E - ADVANCE PAYMENTS

1. The Government shall advance to the Contractor such interest-free sum or sums for use as hereinafter in this Article provided, and the Contractor shall repay to the Government such part of the aggregate sum theretofore so advanced, as the Commission and the Contractor may mutually agree upon from time to time in writing without the execution of an amendment to this contract. The aggregate sum theretofore so advanced, less the portion thereof theretofore repaid by the Contractor to the Government, at any given time, is hereinafter referred to as the "advance payment".

2. The terms of this contract shall be considered adequate security for the advance payment; provided, however, that as a condition precedent to the making of any advance under this Article, the Contractor shall furnish to the Government such additional security as the Commission may prescribe; and provided, further, that if at any time the Commission deems the then security inadequate, the Contractor shall furnish to the Government such additional security, in the form of a surety bond or bonds, as is satisfactory to the Commission.

3. Until the advance payment is liquidated, all funds received as advances under this contract, together with all funds received pursuant to Article IV-C hereof, shall be deposited in a special bank account or accounts at a member bank or banks of the Federal Reserve System or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935; 49 Stat. 684) as amended (12 U.S.C. 264) separate from the Contractor's general or other funds. Such special bank account or accounts shall be designated so as to indicate clearly to the bank their special character and purpose, and the balance in such account or accounts shall be used by the Contractor exclusively as a revolving fund for performing its undertakings under this contract and not for any other business of the Contractor. Any balances from time to time in such special account or accounts shall at all times secure the repayment of the advance payment, and the Government shall have a lien upon such balances to secure the repayment of such advance payment, which lien shall be superior to any other lien upon such account or accounts; provided, that the bank shall be under no liability to any party hereto for the withdrawal of any funds from said special accounts upon checks, properly indorsed and signed by the Contractor, except that after the receipt by the bank of written directions from the Commission the bank shall act thereon and be under no liability to any party hereto for any action taken in accordance with the said written directions. Any instructions or written directions received by the bank in due course upon U.S. Atomic Energy Commission stationery and purporting to be signed by, or by the

direction of, the Commission shall, insofar as the rights, duties, and liabilities of the bank are concerned, be conclusively deemed to have been properly issued and filed with the bank by the Commission.

4. The advance payment, together with funds received pursuant to Article IV-A hereof, shall at no time exceed the then total Commission obligation for this contract, and any such excess shall be immediately repaid by the Contractor to the Government, or, if any payment or reimbursement is due from the Government to the Contractor, shall be deducted therefrom. Moreover, if at any time, in the opinion of the Commission, the unliquidated balance of the advance payment exceeds the amount necessary for the current needs of the Contractor, the amount of such excess shall, upon demand by the Commission, be promptly repaid to the Government.

5. If upon (i) expiration of the term of this contract, or (ii) upon prior completion, or complete termination pursuant to Article VI-B hereof, of performance of all then definite work under Titles II and III hereof, the advance payment has not been fully liquidated, the unliquidated balance of the advance payment shall be deducted from any payments or reimbursements otherwise due the Contractor under this contract; and if the sum or sums due the Contractor be insufficient to cover such balance, the deficiency shall be paid by the Contractor in cash forthwith after demand and final audit by the Commission of all then accounts respecting this contract; provided, however, that such deduction shall not be made prior to such final audit unless, and then only to the extent that, the Commission determines that such action is reasonably required in order to secure the eventual repayment in full to the Government of the unliquidated advance payment. In the event of cancellation or termination of this contract because of the fault of the Contractor, the Contractor, notwithstanding any ultimate rights that it may have to payments or reimbursements under this contract, shall repay to the Government, upon demand, without setoff of any sums alleged to be due the Contractor, the unliquidated balance of the advance payment. If any demand made in accordance with this Section is not met upon receipt of such demand by the Contractor, the amount demanded will bear interest at the rate of six percent (6%) per annum from the date of the receipt of the demand until payment is made; provided, however, that such payment of interest is hereby waived as to any sum repaid by the Contractor within fifteen (15) days after the amount becomes due. If and when the Contractor has, by means of deductions or otherwise, reimbursed the Government in full for advances made, any money remaining in the special bank account or accounts shall be free and clear of any lien under this Article and the bank or banks concerned shall have authority to pay same to the Contractor.

6. The Contractor shall, at all reasonable times, afford to the Commission proper facilities for the inspection and audit of the Contractor's accounts, and the Contractor hereby agrees that the Commission may, so far as the Contractor's rights are concerned, during business hours, inspect and make copies of any entries in the books and records of the bank or banks relating to the said special account or accounts.

7. Subject to the approval of the Commission, the Contractor may make payments to subcontractors and materialmen in advance out of said special account or accounts, for labor or services, or to pay for materials in advance of delivery at the site of the work or at an approved storage site. Such sub-advances shall not exceed thirty percent (30%) of the subcontract price or estimated cost, as the case may be, and the subcontractor or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security approved and required by the Commission is furnished, covenants in subcontracts or purchase agreements expressly made for the benefit of the Government, providing for a sub-special account with Government lien thereon and for a Government lien on or title to property, tangible or intangible, purchased from the special account, and imposing upon the subcontractor or materialman substantially the same rights as are provided herein between the Government and the Contractor, shall be deemed minimum adequate security for such sub-advances.

8. Any assignment of monies due or to become due under this contract shall be subordinate to the rights or claims of the Government arising under this contract by virtue of the advance payment or otherwise.

TITLE V

COMPOSITION AND USE OF BERYLLIUM PLANT

ARTICLE V-A - COMPOSITION OF BERYLLIUM PLANT

1. The Beryllium Plant to be established under Title II hereof shall consist of Government-owned buildings and other real property and of both Government-owned and Contractor-owned equipment. The items of such Contractor-owned equipment shall be as set forth in Appendix "C" of this contract hereto attached and made a part hereof; it being expressly understood and agreed that said Appendix may be modified in any respects or manner from time to time by mutual written agreement of the Commission and the Contractor without the execution of an amendment to this contract. Said items of Contractor-owned equipment shall be furnished and installed by the Contractor; provided, however, that the cost or expense thereof shall

not be reimbursable under this contract. The Contractor shall promptly replace all Appendix "C" items which require replacement from time to time; due to loss, destruction, damage or wear and tear; provided, however, that the cost or expense thereof shall not be reimbursable under this contract. Such replacement shall include furnishing and installing, and replacement items shall be in good operating condition upon completion of installation by the Contractor. All such replacement items shall be deemed to be Appendix "C" items. The Contractor represents that the items initially set forth in said Appendix are now solely owned by it and are free and clear of all liens, mortgages and other encumbrances and that any future Appendix "C" items will, unless the Commission otherwise approves, be similarly owned and unencumbered at the time of installation in the Beryllium Plant. The Contractor shall not by its own affirmative act encumber any of said initial or later Appendix "C" items except with the prior approval of the Commission. Any encumbrances suffered against any of said items while installed in the Beryllium Plant shall be removed by the Contractor within 30 days after attaching thereto unless the Commission shall approve of a longer period for such removal; provided, however, that if, at the end of the aforesaid 30 day period or of a longer period approved by the Commission as aforesaid, there shall be pending administrative or judicial proceedings directed toward the removal of such an encumbrance and if the Contractor shall prosecute such proceedings with all due diligence and during the course of such proceedings protect the encumbered items against any and all form of seizure, under judicial process or otherwise, based on such encumbrance, then the Contractor shall remove the same (if it is not earlier removed) at such time following the final determination of such administrative and/or judicial proceedings as will protect the encumbered items from any such seizure but in no event more than 30 days after such final determination; and, provided further, that the cost or expense of any removal of encumbrance shall not be reimbursable under this contract.

ARTICLE V-B - USE OF CONTRACTOR-OWNED EQUIPMENT FOR COMMISSION WORK
PERFORMED BY CONTRACTOR, ETC.

1. The Contractor shall provide said Contractor-owned Appendix "C" equipment to the extent required for performance of the work under Title III hereof; provided, however, that the cost or expense of so providing same, except (i) the cost and expense of maintenance thereof, and (ii) the depreciation thereon, deemed to be a cost to be calculated and allocated in arriving at overhead costs under subdivision c of Section 1 of Article IV-C hereof, shall not be reimbursable under this contract.

2. Until expiration of the option provided for in Section 3 of this Article, the Contractor shall not, without the approval of the Commission, (i) remove any of said Appendix "C" equipment from the Beryllium Plant or suffer same to be removed, except items being replaced pursuant to Article V-A hereof, or (ii) remove, dismantle, disconnect or otherwise take any other Appendix "C" items out of operating condition or away from operating position or suffer same to be done, except to the extent necessary in connection with such replacement under Article V- A hereof.

3. a. The Government shall have an option to purchase said Appendix "C" equipment at its fair value in place as of the time of the expiration of the term of this contract or earlier expiration of the license provided for in Section 8 of Article VI-B hereof, and may exercise said option by giving notice to the Contractor not later than 20 days after the date of the pertinent expiration to the effect that it has elected to purchase said equipment, in which event, (i) the risk of loss or damage to said equipment by fire until the delivery of the bill of sale thereof is assumed by the Contractor, and (ii) the Government shall take title to said equipment and make payment therefor, and the Contractor shall transfer title thereof to the Government by good and sufficient bill of sale containing any covenants and/or warranties of title then provided for by the law of the State of Ohio or then customary in such bills of sale under Ohio practice, free and clear of all encumbrances, within 15 days after the fair value in place of said equipment has been finally fixed pursuant to this Section. To that end the Commission and the Contractor shall promptly negotiate in good faith to agree upon such value and the agreement or agreements reached, if any, shall be incorporated in a supplemental agreement or agreements to this contract. The "provided, however," clause of subdivision d of Section 1 of Article IV-A hereof shall be deemed to apply to said negotiation except as otherwise provided in sub-section b of this Section 3. In the negotiation under this Section, as to fair value in place and in the disposition of the dispute, if any, with respect thereto, no facet of installation shall be taken into account which was not directly paid for by the Contractor or, if so paid for by the Contractor, was directly reimbursed by the Government under this contract or otherwise.

b. After a dispute, if any, with respect to the negotiations provided for in sub-section a of this Section 3 has been decided by a duly authorized representative of the Commission in accordance with the first sentence of Section 1 of Article VII-J hereof, the Contractor, in lieu of its right to appeal therefrom, may elect to settle such

dispute by arbitration pursuant to this subsection b. Such election shall be made by giving notice thereof to the Commission within 30 days from the mailing to the Contractor of the decision referred to in the preceding sentence. Not later than 10 days from the giving of such notice, the Contractor shall notify the Commission as to the name of the arbitrator appointed by the Contractor for the purposes of this subsection b. Not later than 10 days from such designation of an arbitrator by the Contractor, the Commission shall notify the Contractor of the arbitrator appointed by the Government for the purposes of this subsection b. Within 10 days from such designation of an arbitrator by the Government, the two arbitrators shall appoint a third arbitrator; provided, however, that if they fail to select such third arbitrator within such 10 day period or such further period as the parties hereto may mutually agree upon, the third arbitrator shall be appointed by the Senior Judge of the United States Circuit Court of Appeals for the Sixth Circuit or, if not available, by the highest Judge of said circuit who is available (or by any Judge or Justice of any court that the parties hereto may mutually agree upon) upon application therefor by either party hereto on notice to the other party hereto. The written decision of all or any two of the arbitrators so appointed shall be final and conclusive on the parties hereto and a duplicate original thereof shall be promptly furnished to both the Contractor and the Commission. The fees and expenses of the three arbitrators so appointed shall be borne by the Contractor and shall not be reimbursable under this contract.

4. If the option provided for in Section 3 of this Article shall lapse without prior exercise by the Government, the Contractor shall have an option to abandon all or any part of said Appendix "C" equipment and may exercise said option by giving notice to the Commission within 20 days after such lapse describing any such equipment it has elected to abandon, in which event, (i) title thereto, free and clear of all encumbrances, shall vest in the Government without more upon the giving of said notice, and (ii), if requested by the Commission, the Contractor without cost or expense to the Government, will promptly execute and deliver a good and sufficient confirmatory bill of sale covering the transfer of title of said equipment to the Government and containing any covenants and/or warranties of title then provided for by the law of the State of Ohio or then customary in such bills of sale under Ohio practice without any exceptions as to encumbrances.

5. If the option provided for in Section 3 of this Article shall lapse without prior exercise by the Government, the Contractor shall thereafter and within the period of the next 140 days (except as the Commission may extend such period) remove from the Beryllium Plant premises (i) all equipment, covered by Appendix "C" of this

contract, and not abandoned pursuant to Section 4 of this Article, and (ii) if not previously done, all other property owned by the Contractor. Property owned by others than the Contractor or the Government which the Contractor brought, or caused or suffered to be brought, to the Beryllium Plant premises shall be deemed to be covered by subdivision (ii) of this Section. Said removal shall be at the sole cost and expense of the Contractor and shall be accomplished in a neat and workmanlike manner.

6. The Government and/or any successor Government contractor shall not be liable for loss or destruction of or damage to (i) any of the equipment covered by Appendix "C" of this contract or (ii) any other property of the Contractor, while any of said equipment or other property is on the Beryllium Plant premises, unless such loss, destruction or damage results from wilful misconduct or failure to exercise good faith on the part of (a) a representative of the Commission duly authorized to supervise and administer performance of the undertakings under this contract, or (b) a person in charge of the entire M and B Plant or the entire Beryllium Plant for any successor Government contractor. Property owned by others than the Contractor or the Government which the Contractor brought, or caused or suffered to be brought, to the Beryllium Plant premises shall be deemed to be covered by subdivision (b) of this Section. The Commission shall promptly notify the Contractor of the name and address of the person or persons described in subdivision (b) of this Section.

ARTICLE V -C - INTENT OF PARTIES WITH RESPECT TO USE OF BERYLLIUM PLANT

1. The M and B Plant, of which the Beryllium Plant will be a part, was transferred to the Federal Works Agency pursuant to the National Industrial Reserve Act of 1948 and is, at present, subject to a national security clause imposed pursuant to said Act, which clause is not incorporated herein and does not form a part of this contract. It is the intent of the parties hereto, and a major condition of this contract, that the Beryllium Plant shall, during the term of this contract, be primarily used for the production and/or fabrication of beryllium products for the Commission to the extent, if any, from time to time desired by the Commission, including the full capacity thereof, and that such use, whether continuous or intermittent, shall take precedence over any other use of the Beryllium Plant. Subject at all times to said National Industrial Reserve Act, as same may be amended and may be applicable, and to said prior right of use for Commission work, it is the further intent of the parties to hereinafter in this contract provide for use of the Beryllium Plant for other than Commission work.

ARTICLE V-D - USE OF BERYLLIUM PLANT FOR OTHER THAN COMMISSION WORK

1. The Government hereby grants an irrevocable license to the Contractor for the use of the Government-owned portion of the Beryllium Plant in connection with (i) the production and/or fabrication of beryllium items for sale and possible sale by the Contractor to others than the Commission and (ii) the selling of said items to others than the Commission, subject, however, to the following and to other applicable provisions of this contract:

a. That no such activities shall, without the consent of the Commission, be carried on in the Beryllium Plant while any part of the work covered by Section 2 of Article III-A hereof is on a cost-reimbursement basis.

b. That no such activities shall at any time or in any way delay or otherwise interfere with the production and/or fabrication of any items of work pursuant to Section 2 of Article III-A hereof; it being within the contemplation of the parties hereto that the Commission shall, by making requests under subdivision (iii) of Section 2 of Article III-A hereof, have the right to obtain production and/or fabrication of beryllium items to an extent which might absorb the entire capacity of the Beryllium Plant and thereby preclude the exercise of this license at any time, one or more times, continuously or intermittently. (NOTE: While the Commission expects to make every reasonable effort to keep the Contractor advised in advance as to any plans of the Commission to make such requests in the future, with a view to minimizing the disruption of any activities planned or undertaken by the Contractor pursuant to this license, it is expressly understood and agreed that this sentence shall not be deemed to constitute a contractual undertaking on the part of the Government.)

c. That the Contractor shall not, for the purpose, or in furtherance, of the activities under this license, make any alterations, additions or improvements in or to the Beryllium Plant except with the written approval of the Commission.

d. That the Contractor shall save and hold the Government harmless from all claims for loss, destruction or damage to property and/or for injury to or death of persons resulting from or arising out of the activities under this license, including incidental cost and expense, and shall at its own cost and expense maintain workmen's compensation, occupational disease, general liability, automobile

liability and property damage insurance coverage as hereinafter set forth if and to the extent same is obtainable with reasonable protection to the insured. The Contractor, shall if acceptance is provided for thereunder, accept the provisions of the Ohio workmen's compensation and occupational disease statutes. Certificates of such insurance shall be furnished to the Commission prior to commencement of activities hereunder and shall be subject to the approval of the Commission. Such insurance policies shall each contain a proviso for change or cancellation thereof only upon not less than ten (10) days' prior written notice by registered mail to the Commission and a further proviso excluding by appropriate language any claim or right on the part of the insurer to be subrogated, on payment of a loss or otherwise, to any claim or liability against the Government. The requirements for insurance under this license follow:

(1) Workmen's Compensation and Occupational Disease.

Full statutory coverage whether optional or mandatory.

(2) General Liability. Insurance with limits of \$100/200,000.00 for bodily injury liability on the comprehensive policy form; the policy will be endorsed to include coverage for aircraft and watercraft activities by elimination of any such exclusions therein.

(3) Automobile Public Liability and Property Damage.

Insurance with limits of \$50/100,000.00 for bodily injury liability and \$25,000.00 for property damage on the comprehensive policy form covering all owned, non-owned, and hired, automotive equipment which will be used in connection with the activities under this license, whether or not for exclusive use on the Beryllium Plant premises.

e. The compensation provided for in subdivision j of this license shall not cover or include (i) electric current or (ii) heat but shall include use of (iii) water system and (iv) sewage disposal system; provided, however, that any inadequacies or interruptions with respect to said systems, howsoever caused, shall not affect the obligation to pay such compensation or give rise to any claim or claims against the Government.

f. Should all or any part of the premises covered by this license be damaged or destroyed by any fire, explosion or other casualty, howsoever caused, the Government shall be under no obligation to, but may, in its discretion, make repairs thereto and/or accomplish restoration thereof; provided, however, that neither such casualty, the extent (if any), nature or non-making of such repairs and/or restoration, the timing or method of accomplishing such repairs and/or restoration, nor any damage or

injury to the Contractor or its business resulting from or arising out of or attributable to any of said causes, shall affect the obligation to pay the compensation provided for in subdivision j of this license or give rise to any claim or claims against the Government except as, and to the extent, authorized in Section 6 of Article V-B hereof.

g. That no production and/or fabrication activities shall be carried on under this license after the effective time of a termination by the Contractor of performance of all work hereunder pursuant to Article VI-B hereof.

h. That no production and/or fabrication activities shall be carried on under this license after the effective time of a termination by the Government of performance of all work hereunder, including the Commission's right to make future requests under subdivision (iii) of Section 2 of Article III-A hereof, pursuant to Article VI-B hereof.

i. That the Contractor shall not sub-license, or otherwise contract with a third party or parties for, any of the activities at the Beryllium Plant site provided for under this license except as authorized in writing by the Commission.

j. That the Contractor shall pay to the Government Six and One Half Per Cent ($6\frac{1}{2}\%$) of the sales price of all beryllium items produced and/or fabricated in whole or in part under this license and which are sold by the Contractor. All such items not under contract to sell shall be stored and kept in the Beryllium Plant for possible sale by the Contractor except as otherwise may be mutually agreed to in writing by the Commission and the Contractor without the execution of an amendment to this contract. As used in the first sentence of this subdivision j, the term "sales price" shall be deemed to mean the actual gross selling price of said items less actual refunds and credits to customers for any of said items returned and/or not accepted (hereinafter referred to as "return sales") and less actual trade allowances and cash discounts with respect to said items but shall not be deemed to include any state or local sales or use tax collected separately from customers; provided, however, that with regard to items which are not covered by contract to sell 90 days after the expiration of the term of this contract or of the termination, if any, mentioned in either subdivisions g or h of this license, whichever first occurs, the items shall be deemed sold and the "sales price" thereof shall be deemed to be the Contractor's gross selling price less all cash discounts, all in accordance with the Contractor's then current price schedule (price list), and in the absence of a pertinent gross selling price on such schedule, the then fair net

selling price of the item or items on the fixed and controlling assumption of sales to customers not entitled to trade allowances; provided, further that with respect to such items which are incomplete at the time of expiration of the term of this contract or of the termination, if any, mentioned in either subdivisions g or h of this license, whichever first occurs, the incompleated items shall be deemed sold and the "sales price" thereof shall be deemed to be the fair value thereof. The Contractor shall promptly furnish the Commission with its initial price schedule on beryllium items to be produced and/or fabricated in the Beryllium Plant under this license and shall also promptly furnish the Commission with all supplements and/or amendments thereto. Payments by the Contractor to the Government in accordance with this subdivision j shall be made once each calendar month, not later than the day of such month, and shall cover all pertinent beryllium items the property in which passed from the Contractor during the preceding month; provided, however, that payment for items which are covered by contracts to sell but as to which title has not passed from the Contractor, or which are not covered by such contracts 90 days after the time of expiration of the term of this contract or of the termination, if any, mentioned in either subdivisions g or h of this license, whichever first occurs, shall be made within 120 days after such expiration or termination. At the time of making each payment under this Section the Contractor shall furnish the Commission with a written, sworn, statement covering (to the extent requested from time to time by the Commission) the details upon which the statement is based. It is recognized that (i) actual return sales, trade allowances and cash discounts with respect to items for which a monthly payment is due may not be made or ascertained during said month, and (ii) actual return sales, trade allowances and cash discounts with respect to items covered by contracts to sell as to which title has not passed from the Contractor 90 days after the above-mentioned expiration or termination, as the case may be, for which the payment within 120 days after expiration or termination is due, may not be made or ascertained prior to such payment, and, accordingly, would not be deductible from the pertinent payment. Such actual return sales, trade allowances and cash discounts which are subsequently made or ascertained will be allowed to the Contractor as credits upon any subsequent payments under this subdivision j and, to the extent that such credits are not absorbed by subsequent payments up to and including the final Contractor payment under this subdivision j, will be refunded by the Government to the Contractor in accordance with then current Government procedures covering over-payments to the Government.

2. The undertakings of the Contractor contained in Section 1 of this Article, or their performance, shall not be deemed to be undertakings or performance, respectively within the meaning of Articles IV-A, IV-C, IV-E or VII-E hereof. Article VII-E (except Section 8 and subdivision a of Section 1) hereof shall not be deemed to apply to the undertakings or performance of the Contractor under Section 1 of this Article.

TITLE VI

TERM, TERMINATION AND EXPIRATION

ARTICLE VI-A - TERM

1. The basic term of this contract, herein referred to as the "term of this contract", shall be the period commencing on the 1st day of February 1949, and ending on the 31st day of January, 1954.

ARTICLE VI-B - TERMINATION AND EXPIRATION

1. a. The performance of work under this contract may be terminated by the Government under this Article in whole, or from time to time in part, whenever the Commission, for any reason other than default in performance of the Contractor's undertakings under this contract, desires to terminate, in which event the termination shall be deemed to be for the convenience of the Government. Such termination by the Government shall be effected by delivery of a written notice specifying the extent to which performance of work under the contract shall be terminated and the time when such termination shall be effective. Such termination shall not be deemed to cover or affect the Commission's right to make future requests under subdivision (iii) of Section 2 of Article III-A hereof unless the notice so specifies.

b. Termination by the Contractor pursuant to the provisions of Section 2 of Article IV-B of this contract shall be deemed to be a termination in whole pursuant to this Article and to cover and terminate the Commission's right to make future requests under subdivision (iii) of Section 2 of Article III-A hereof.

2. Such termination by either party shall be without prejudice to any claims which either party may have against the other. Except as otherwise directed by the Commission, the Contractor shall take the following action after a notice of termination has been given in accordance with this Article: (a) discontinue the terminated work at the time specified in the notice of termination; (b) place no further orders or subcontracts for services, supplies, materials, equipment, articles or facilities for performance of the terminated work; (c) proceed to the best of its ability to terminate all orders and subcontracts to the extent that they relate to the terminated work; (d) assign to the Government, in the manner and to the extent directed by the Commission, all the right, title and interest of the Contractor under the terminated portion of the orders and subcontracts so terminated; (e) settle, with the approval or ratification of the Commission, all subcontracts, obligations, commitments, liabilities and claims related to the terminated work; (f) continue performance of such part of the contract work as shall not have been terminated; and (g) take such other action with respect to the terminated work (1) as may be required under other Articles of this contract, and (2) subject to the approval or ratification of the Commission, as may be otherwise appropriate, including but not limited to, action for the protection and preservation of Government property. If, in the event of termination in whole, including the Commission's right to make future requests under subdivision (iii) of Section 2 of Article III hereof, the Commission does not wish to thereby interrupt then definite production and/or fabrication work under Title III hereof and directs the Contractor to continue such production and/or fabrication work as though no notice of termination had been given, to the end that at the effective time of termination the Beryllium Plant may be turned over to the Commission or a third party designated by the Commission as a plant in operation, the Contractor shall so continue such work.

3. Except as otherwise specifically provided, reimbursement for costs and expenses, and payment of fixed fee or fees, for work under this contract prior to the effective time of termination, in accordance with Article IV-A hereof, shall not be affected by any termination pursuant to this Article; provided, however, that the Contractor, in addition to the fixed fees otherwise payable under this contract, shall receive from the Government a reasonable fixed fee for the operating work-in-process at the effective time of termination. The Commission and the Contractor shall promptly negotiate in good faith to agree upon such fixed fee and the provisions of subdivision d of Section 1 of Article IV-A hereof shall be deemed to apply to the negotiation and fixing of such fee.

4. In the event of any termination pursuant to this Article, the Contractor's costs and expenses arising out of performance in the close-out of the terminated work, reimbursable in accordance with Article IV-C hereof, shall be deemed to include, in each instance, those items incidental to the termination, such as but not limited to, legal, accounting and clerical costs or expenses, which are approved or ratified by the Commission.

5. In the event of expiration of the term of this contract without a prior termination in whole pursuant to this Article which covers the Commission's right to make future requests under subdivision (iii) of Section 2 of Article III-A hereof, the Contractor shall take such action with respect to the contract (a) as may be required under other Articles of this contract and (b), subject to the approval or ratification of the Commission, as may be otherwise appropriate, including but not limited to, action for the protection and preservation of Government property.

6. The obligation of the Government to make any of the payments or reimbursements provided for under Title IV of this contract shall, in the event of (a) termination in whole pursuant to this Article or (b) expiration of the term of this contract without a prior termination of the nature described in Section 5 of this Article, be subject to any unsettled claims in connection with this contract which the Government may have against the Contractor.

7. Any other provisions of this contract to the contrary notwithstanding, the Contractor and the Commission may agree upon all or any part of the amount or amounts which the Contractor is to receive upon (a) any termination pursuant to this Article or (b) expiration of the term of this contract without a prior termination of the nature described in Section 5 of this Article. Any agreement so reached shall be evidenced by a supplemental agreement to this contract which shall be final and binding upon the parties with regard to their respective claims against each other concerning this contract except as therein otherwise expressly provided.

8. In the event of a termination of the nature described in Section 5 of this Article, the Contractor hereby grants an irrevocable license to the Government to use all the Contractor-owned equipment described in Article V-A hereof and covered by Appendix "C" of this contract subject to the following terms and conditions:

a. This license shall commence immediately after the effective time of termination and shall continue for six months thereafter except as the Commission may shorten said period by notice to the Contractor.

b. The use hereunder may be either direct Government use or use by another Government contractor, or any combination thereof, at the election of the Commission.

c. The said equipment shall be used in the Beryllium Plant.

d. Upon expiration of this license the Government shall pay to the Contractor a fair amount (the equivalent of fair rental based upon the fair value in place of said equipment at the time of the commencement of this license) for the right of use of said equipment during the license period, subject to appropriate adjustments for the non-availability, if any, of any of said equipment due to fire, explosion or other casualty. To that end the Commission and the Contractor shall promptly, after such expiration, negotiate in good faith to agree upon the net amount so payable and the agreement reached, if any, shall be incorporated in a supplemental agreement or agreements to this contract. The "provided, however, " clause of subdivision d of Section 1 of Article IV-A hereof shall be deemed to apply to said negotiation. In said negotiation and in the disposition of the resultant dispute, if any, no facet of installation shall be taken into account in arriving at fair value in place which was not directly paid for by the Contractor or, if so paid for by the Contractor, was directly reimbursed by the Government under this contract or otherwise.

9. The parties hereto recognize that certain factors normally covered by termination provisions of any given contract bear a relation to the compensation to be paid to the contractor for performance thereunder and, accordingly, it is contemplated that any negotiation under Section 2 of Article IV-A hereof or under Section 2 of Article VII-J hereof will embrace the termination provisions to be applicable to the work covered by such negotiation. However, any other provisions of this contract to the contrary notwithstanding, it is the intent of the parties hereto and a major condition of this contract that (i) none of the rights of the Government or of the Contractor to terminate under the provisions of this contract, (ii) none of the provisions of Section 2 of this Article, (iii) none of the provisions of Section 8 of this Article, and (iv) none of the provisions of Article V-D hereof, shall be subject to change except by mutual written agreement of the parties

hereto or shall be, or shall be deemed to be, subject to negotiation under said Section 2 of Article IV-A or said Section 2 of Article VII-J. Any other provisions of this contract to the contrary notwithstanding, it is also the intent of the parties hereto and a major condition of this contract that the Contractor shall not be entitled to receive from the Government, and hereby expressly foregoes and waives, any compensation or other payment for loss of expected or anticipated profits with regard to work under this contract, definite or not, eliminated by any termination or terminations under this contract, and that, accordingly, such loss or losses shall not be, and shall not be deemed to be, subject to negotiation under Section 2 of Article IV-A hereof or Section 2 of Article VII-J hereof.

TITLE VII

GENERAL

ARTICLE VII-A - SUBCONTRACTS AND OTHER COMMITMENTS

1. The Contractor shall not subcontract any part of the work it is obligated to perform under this contract except as authorized in writing by the Commission.

2. The Contractor shall reduce to writing, unless this provision is waived in writing by the Commission, every subcontract or other commitment in excess of One Hundred Dollars (\$100.00), except contracts covering the employer - employee relation, made by it for the purpose of the reimbursable undertakings hereunder; insert therein a provision that such commitment is assignable to the Government; insert therein all other provisions required by law and/or expressly required by the provisions of this contract; and make all such commitments in its own name and not bind or purport to bind the Government or the Commission thereunder. No purchase in excess of Two Thousand Dollars (\$2,000.00) shall be made or placed in connection with such reimbursable undertakings without the prior approval of the Commission.

ARTICLE VII - B - EXPERT TECHNICAL ASSISTANCE

1. When, in the judgment of the Contractor, the complexity and nature of the reimbursable undertakings under this contract are such as to require supplemental expert technical assistance, services, or advice in connection with special phases of a highly technical character, the Contractor may, with the approval of the Commission, engage or otherwise obtain such supplemental professional services.

ARTICLE VII-C - INSPECTION AND REPORTS

1. The Commission shall have the right to inspect in such manner and at such times as it deems appropriate all activities of the Contractor under this contract.

2. The Contractor shall make such reports to the Commission, with respect to the Contractor's activities (other than Article V-D activities) under this contract, as the Commission may require from time to time.

ARTICLE VII-D - RECORDS AND ACCOUNTS, ETC.

1. The Contractor shall keep and maintain records and books of account showing the cost to it of all items for which reimbursement is authorized under the provisions of this contract and shall accurately record therein its pertinent financial transactions hereunder. The system of accounting to be employed by the Contractor shall be subject to the approval of the Commission.

2. The Contractor shall, in accordance with generally accepted accounting principles consistently applied, keep and maintain records and books of account showing the data upon which the percentage payments provided for in subdivision j of Section 1 of Article V-D hereof are to be based and shall accurately record therein its pertinent financial transactions hereunder. The cost or expense of compliance with this Section shall not be reimbursable under this contract.

3. The Contractor shall preserve (i) the records and books of account mentioned in Sections 1 and 2 of this Article and all related memoranda, correspondence and other data, and (ii) all other records of the Contractor pertaining to this contract, during the term of this contract and for the period of five (5) years after the time of expiration of the term of this contract or of the termination by the Contractor of performance of work hereunder pursuant to Article VI-B hereof or of the termination by the Government of performance of all work hereunder, including the Commission's right to make future requests under subdivision (iii) of Section 2 of Article III-A hereof, pursuant to Article VI-B hereof, whichever first occurs. The cost of such preservation during said five (5) year period shall not be reimbursable under this contract.

4. The Commission shall at all reasonable times during the entire preservation period provided for in Section 3 of this Article, have the right to examine, make copies of, and borrow the records, books of account and related data mentioned in Section 3 of this Article; provided, however, that any such borrowing shall be accomplished without unreasonable interference with the Contractor's business.

ARTICLE VII-E - GOVERNMENT PROPERTY

1. The Government reserves the right to furnish any premises, materials, supplies, equipment, machinery, tools, or services (including communication services), to be used in the performance of the Contractor's undertakings hereunder.

2. Title to all property (including, but not limited to, materials, supplies, equipment, machinery and tools) purchased by the Contractor under this contract and for which it is entitled to direct reimbursement hereunder shall pass directly from the vendor or supplier to the Government at the respective points of delivery thereof to the Contractor.

3. All technical data of whatsoever kind or nature (including, but not limited to, notes, drawings, designs, specifications, reports and memoranda, plus medical and other records pertaining to the health of individuals engaged in performance of the contract undertakings) furnished or prepared by the Contractor pursuant to, or developed in connection with, the Contractor's undertakings under this contract, shall be the property of the Government, subject to the right of the Contractor to retain duplicates thereof; and the Government shall have the right to use said data in any manner and for any purpose without any claim on the part of the Contractor for additional compensation therefor. The Contractor shall have full power to use said retained duplicates for records and/or for its other own purposes to the extent not inconsistent with Article VII-F hereof subject, however, to the provisions of Article VII-G hereof hereby made applicable to such use.

4. All items of property referred to (i) in Sections 1 and 2 of this Article (including products, by-products, work-in-process, salvage, residues, wastage and scrap resulting therefrom), and (ii) in Section 3 of this Article, shall, subject to the provisions of Section 6 of this Article, remain the property of the Government and are hereinafter, in this Article, called "Government property".

5. The Contractor (i) shall, except as otherwise specifically provided, use Government property only in the performance of its undertakings under this contract, and (ii) shall, at any time or times, deliver items of Government property as directed by the Commission.

6. The Contractor may, with the approval of the Commission, (i) transfer or otherwise dispose of items of Government property to such parties and upon such terms and conditions as so approved, or (ii) itself acquire title to items of Government property at prices mutually agreed upon by the Commission and the Contractor without the execution of an amendment to this contract. The proceeds of any such transfer or disposition, and the agreed price of any such Contractor acquisition, shall be applied in reduction of any payments or reimbursements to be made by the Government to the Contractor under this contract or shall otherwise be paid in such manner as the Commission may direct.

7. The Contractor shall, to the extent practicable, cause all items of Government property to be suitably marked with an identifying mark or symbol indicating that the items are the property of the Government. The Contractor shall, at all times and in a manner satisfactory to the Commission, maintain records showing the disposition and/or use of all items of Government property. Such records shall be and remain Government property. The Contractor shall promptly notify the Commission of any loss or destruction of or damage to Government property (but not (i) of any consumption of materials or supplies in the performance of its contract undertakings, or (ii) of lost, destroyed or damaged technical data which are worthless from three standpoints, to wit: monetary, practical, and security). As part of the close-out of this contract, the Contractor shall (i) deliver said property records and (ii) render such Government property accounting, as the Commission directs.

8. Except as otherwise specifically provided, the Contractor shall not be liable for loss or destruction of or damage to Government property in the possession or control of the Contractor in connection with this contract unless such loss, destruction or damage results from wilful misconduct or failure to exercise good faith on the part of a corporate officer of the Contractor or of the Project Director mentioned in Section 2 of Article VII-H hereof.

9. The Contractor will not maintain for its own benefit or protection any insurance (including self-insurance funds or reserves) that covers loss or destruction of or damage to Government property, except insurance covering its limited liability for Government property under this contract, and will not include or seek reimbursement under this contract for any charge or reserve representing the cost of any insurance mentioned in this sentence. In accordance with the written direction of the Commission, the Contractor will obtain insurance covering Government property, with a loss payable clause providing for payment to the Government.

10. Upon the happening of loss or destruction of or damage to Government property as to which the Contractor is obligated to notify the Commission, the Contractor shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and promptly furnish to the Commission a statement of: (i) the lost, destroyed and damaged Government property, (ii) the time and origin of the loss, destruction or damage, (iii) all known interests in commingled property of which the Government property is a part, and (iv) the insurance, if any, covering any part of or interest in such commingled property. If and as directed by the Commission, the Contractor shall make repairs and renovations of the damaged Government property.

11. In the event the Contractor is indemnified, reimbursed or compensated for any loss or destruction of or damage to Government property, other than as provided in Article IV-C hereof, it shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the Commission, shall furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

12. The Government shall at all times have access to the premises wherein any items of Government property are located.

ARTICLE VII-F - DISCOVERIES, INVENTIONS, ETC.

1. a. Whenever any invention or discovery is made or conceived by the Contractor, or its employees, in the course of any of the work under this contract, the Contractor shall furnish the Commission with complete information thereon; and the Commission shall have the sole power to determine whether or not and where a patent application shall be filed and to determine the disposition of the title to and the rights under any application or patent that may result; provided, however, that the Contractor, in any event, shall retain at least a sole (except as against the Government or its account), irrevocable, royalty-free license with the sole right to grant sublicenses, under said invention, discovery, application or patent, such license being limited to the manufacture, use and sale for purposes other than use in the production or utilization of fissionable material or atomic energy. Subject to the license retained by the Contractor, as provided in this Section, the judgment of the Commission on these matters shall be accepted as final; and the Contractor, for itself and for its employees, agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission.

b. Whenever any invention or discovery is made or conceived by the Contractor, or its employees, in the course of any of the activities provided for in Article V-D hereof, and is not covered by subsection a of this Section 1, the Contractor shall furnish the Commission with complete information thereon but the Contractor shall have the sole power, subject to the provisions of Article VII-G hereof hereby made applicable thereto, to determine whether or not and where a patent application shall be filed and to determine the disposition of the title to and rights under any application or patent that may result; provided, however, that the Government, in any event, shall receive at least a non-exclusive, irrevocable, royalty-free license for Governmental purposes under said invention, discovery, application or patent.

2. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1946 shall be asserted by the Contractor or its employees with respect to any invention or discovery covered by Section 1 of this Article.

3. Except as otherwise authorized in writing by the Commission, the Contractor will obtain appropriate agreements to effectuate the purposes of Sections 1 and 2 of this Article

from all persons who perform any part of the work under this contract, or of the activities provided for in Article V-D hereof, except such clerical and manual labor personnel as will not have access to technical data.

4. Except as otherwise authorized in writing by the Commission, the Contractor will insert in all subcontracts provisions making Sections 1 and 2 of this Article applicable to the subcontractor and its employees. Agreements made in, or otherwise applicable to, the exercise of the license provided for in Article V-D hereof which, if made in the performance of the work under this contract, would be subcontracts, shall be deemed to be subcontracts within the meaning of this Section 4.

5. With respect to any patented or unpatented invention, article, design, or method furnished by the Contractor and used in the performance of the work under this contract, the Contractor, at its own non-reimbursable cost and expense, shall hold and save the Government, its officers, agents, servants and employees, harmless from liability of any nature or kind, including costs and expenses incurred, for the use thereof and for the infringement of any Letters Patent (not including liability arising pursuant to Title 35, United States Code, Section 42 as amended, prior to issuance of Letters Patent) occurring in the performance of the work under this contract or arising by reason of any use or disposal by or for the Government. The Contractor hereby releases the Government, its officers and agents, from any and all claims that it has or may have because of the use by or for the Government, now or in the future, of any of the patented or unpatented methods, designs, or inventions of the Contractor concerned with the work under this contract.

6. The Contractor, for itself, its successors and assigns, agrees to and does hereby grant and convey to the Government an irrevocable, non-exclusive, royalty-free license, in and to any and all inventions, (whether patented or not), secret processes and technical information (such as would normally be contained in reports, standard operating procedures, sketches or drawings) of the Contractor utilized in connection with the performance of the work under this contract and/or the exercise of the license provided for in Article V-D hereof, to practice or cause to be practiced by or for the Government, for Governmental purposes, any and all of said inventions (whether patented or not), secret processes and technical information (such as would normally be contained in reports, standard operating procedures, sketches or

drawings) in the manufacture, use, and disposition of any article and material and in the use of any method or process. The Government, without waiving or forfeiting any right under this license, shall not be estopped at any time to contest the enforceability of, and raise any defense with respect to the validity or scope of, or the title to, any patent herein licensed.

7. The Contractor's cost or expense of compliance with the provisions of Sections 1 to 4, both inclusive, of this Article which relate to inventions or discoveries covered by subsection b of Section 1 of this Article, shall not be reimbursable under this contract.

ARTICLE VII-G - SECURITY AND DISCLOSURE OF INFORMATION

1. It is understood that unauthorized disclosure of, or failure to safeguard all, top-secret, secret, confidential and restricted matter that may come to the Contractor or any person under its control in connection with the undertakings under this contract, may subject the Contractor, its agents, employees, and sub-contractors to criminal liability under the laws of the United States. See the Atomic Energy Act of 1946 (Public Law 585 - 79th Congress). See also Title 18, United States Code, Secs. 5 and 11, Secs. 791 to 797, both inclusive, Secs. 2381 to 2390, both inclusive, and Sec. 3241; and Title 50, United States Code, Secs. 40 and 42.

2. The Contractor agrees to conform to all security regulations and requirements of the Commission. Except as the Commission may authorize, in accordance with the Atomic Energy Act of 1946, the Contractor agrees not to permit any individual to have access to restricted data until the Federal Bureau of Investigation shall have made an investigation and report to the Commission on the character, associations, and loyalty of such individual and the Commission shall have determined that permitting such person to have access to restricted data will not endanger the common defense or security. The term "restricted data" as used in this Section means all data concerning the manufacture or utilization of atomic weapons, the production of fissionable material, or the use of fissionable material in the production of power, but shall not include any data which the Commission from time to time determines may be published without adversely affecting the common defense and security.

3. Except as otherwise authorized in writing by the Commission, the Contractor shall insert in all (1) subcontracts,

(ii) written agreements with its employees, (iii) agreements for borrowed personnel, and (iv) agreements pursuant to Article VII-B hereof, under this contract, the provisions of Sections 1 and 2 of this Article.

ARTICLE VII-H - SPECIAL REQUIREMENTS

1. Except as otherwise directed by the Commission in writing, the Contractor shall:

a. Procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances and other rules of the United States of America, of the State, territory, or political subdivision thereof wherever the work is done, or of any other duly constituted public authority.

b. At all reasonable times during the progress of the work under Title III, keep at the M and B Plant a duly appointed and qualified representative who shall receive, and acknowledge the receipt on the part of the Contractor, of such notices, directions, requests and instructions as the Commission may give pursuant to the terms of this contract.

c. Obtain the approval of the Commission before (i) purchasing motor vehicles, (ii) leasing, purchasing, or otherwise acquiring real property, (iii) in performance of Title III work, constructing, altering or restoring any building or other facilities, including installation of equipment when the estimated cost exceeds \$2,000.00, or (iv) purchasing any item covered by Government mandatory Treasury Schedules and similar schedules and contracts, where reimbursement for the cost of any action specified in said subdivisions (i) to (iv), both inclusive, will be claimed hereunder.

2. During the performance of this contract, the work provided for in Title III hereof shall be under the direction of a Project Director approved by the Commission who may be a corporate officer of the Contractor.

3. Whenever an actual or potential labor dispute arises in the course of the work under this contract, the Contractor shall immediately inform the Commission of the relevant facts.

4. Except as otherwise specifically provided, the Contractor shall exert all reasonable efforts to procure and maintain such bonds and insurance policies as (i) required by law, and/or (ii) required or approved by the Commission.

5. Unless otherwise directed by the Commission, in every instance where the premium on a bond or insurance policy is reimbursable under this contract, the bond or insurance policy shall contain an endorsement or other recital excluding by appropriate language any claim on the part of the insurer or obligor to be subrogated, on payment of a loss or otherwise, to any claim against the United States.

6. The Contractor shall give the Commission immediate notice in writing of (i) any suit or action filed against the Contractor arising out of the performance of this contract, and of (ii) any claim against the Contractor, the cost and expense of which are reimbursable under the provisions of Article IV-C hereof, and the risk of which is uninsured or in which the amount sued for or claimed exceeds the amount of insurance coverage. The Contractor shall furnish immediately to the Commission copies of all pertinent papers received by the Contractor. Insofar as the following shall not conflict with any policy or contract of insurance, the Contractor (1), if required by the Commission, shall authorize representatives of the Government to settle and/or defend any such asserted claim and to represent or take charge of any such litigation affecting the Contractor, and (2), upon request of the Commission, shall do any and all things to effect an assignment and subrogation in favor of the Government of all Contractor's rights and claims, except against the Government, arising from or growing out of such asserted claims, but only to the extent that the Contractor has been reimbursed by the Government for the cost and expense incurred by the Contractor in connection with such asserted claims. In the event the Commission shall determine that the best interests of the Government require that the Contractor initiate or defend litigation in connection with claims by or against third parties arising out of performance of this contract, the Contractor shall proceed with such litigation in good faith.

7. The Contractor shall abide by the provisions of Appendix A of this contract, as the same may be modified from time to time; provided, however, that in the event of conflict between the provisions of said Appendix A and the other provisions of this contract, the latter shall prevail.

8. Upon notice from the Commission that such action is considered to be in the interests of the common defense and security, the Contractor shall (i) deny any employee or other person access to the M and B Plant site and/or to "restricted data" within the meaning of the Atomic Energy Act of 1946, and/or (ii) dismiss from activities under this contract any employee or other person.

ARTICLE VII-I - SAFETY AND ACCIDENT PREVENTION

1. The Contractor shall conform to all health and safety regulations and requirements of the Commission. The Contractor shall take all reasonable steps and precautions to protect health and minimize danger from all hazards to life and property, and shall make all reports and permit all inspections as provided in such regulations or requirements.

ARTICLE VII-J - DISPUTES

1. 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 a representative of the Commission duly authorized to supervise and administer performance of the undertakings hereunder, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Said decision shall be final and conclusive on the parties hereto, subject to the right of the Contractor to appeal as provided for in the sentence next following. Within 30 days from this mailing, the Contractor may appeal in writing to the Commission, whose written decision thereon, or that of its representative, representatives or board duly authorized to determine such appeal or such an appeal, not including the representative mentioned in the first sentence, shall be final and conclusive on the parties hereto. Pending the decision on any dispute hereunder, the Contractor shall diligently proceed with the performance of its undertakings under this contract. Legal, accounting and consulting fees and related expenses incurred by the Contractor in connection with the submittal of dispute for initial decision and/or for appellate decision under this Article shall not be reimbursable under this contract.

2. If (i) a dispute under Section 2 of Article IV-A hereof is not initially decided and the Contractor does not receive a copy of the decision thereon within 30 days after completion of the submittal of the dispute for initial decision, or (ii) the Contractor is dissatisfied with the decision upon any appeal under

this Article with respect to a dispute under said Section 2 of Article IV-A or if such an appeal is not decided and the Contractor does not receive a copy of the decision thereon within 60 days after completion of the submittal of the appeal to the appellate tribunal, the Contractor may give notice (once only) to the Commission within 10 days after receipt by it of a copy of such appellate decision or within 10 days after expiration of said pertinent time period without receipt by it of a copy of such pertinent decision, as the case may be, that it is desirous of placing all work under this contract upon a cost-plus-fixed-fee or fees basis, in which event and any other provisions of this contract to the contrary notwithstanding, commencing on the 10th day after the giving of said notice:

a. All said work and related performance shall be on a cost-plus-fixed-fee or fees basis under this contract.

b. In full and complete compensation for said work and related performance under this contract the Contractor shall receive the following from the Government:

(1) Reimbursement for its costs and expenses as provided for in Article IV-C hereof.

(2) Payment of a fixed fee or fees. To that end, the Commission and the Contractor shall promptly negotiate in good faith with respect to (i) said fixed fee or fees, and (ii) such contract provisions as either the Commission or the Contractor considers related to such change in the method of compensation. Such negotiation shall only embrace such compensation and contract provisions with regard to then definite contract quantities and, accordingly, shall not cover items which the Commission is authorized to request, but has not theretofore requested, pursuant to subdivision (iii) of Section 2 of Article III-A hereof. Subdivision d of Section 1 of Article IV-A hereof shall be deemed to apply to future requests pursuant to said subdivision (iii). After such negotiation under this Section the agreement or agreements reached, if any, shall be incorporated in a supplemental agreement or agreements to this contract; provided, however, that after commencement of such negotiation and in the absence of the execution and delivery of a supplemental agreement or agreements covering all compensation for negotiation, either the Commission or the Contractor may give written notice to the other that it considers a reasonable time has elapsed with respect to any compensation for negotiation as to which a supplemental agreement has not been executed and delivered, in which event, upon expiration of ten (10) days after the giving of said

notice without the execution and delivery of a supplemental agreement covering any compensation for negotiation, a dispute shall be deemed to exist as to the compensation for negotiation, if any, not then covered by supplemental agreement and as to the contract provisions which the Commission and the Contractor have negotiated upon in relation to such compensation, and such dispute shall be resolved in accordance with this Article. The provisions of Section 2 of Article IV-A hereof shall not apply to said work and related performance except that the term "contract provisions" as used in this Section shall be deemed to have the same meaning as under said Section 2 of Article IV-A.

In lieu of giving a notice under this Section 2 that it is desirous of placing all contract work upon a cost-plus-fixed-fee or fees basis, or at any time after giving such a notice, the Contractor may terminate in whole the performance of work under this contract at any time in its discretion, but upon not less than 120 days' prior written notice to the Commission. Such termination shall be deemed to be a termination in whole pursuant to Article VI-B hereof and to cover and terminate the Commission's right to make future requests under subdivision (iii) of Section 2 of Article III-A hereof. After the giving of such notice of termination and prior to the effective time thereof, the Contractor shall, at Government expense and on an actual cost basis without fee or profit, train personnel of the Commission and/or of a third party in the operation of the Beryllium Plant and the maintenance of the M and B Plant to the extent from time to time requested by the Commission.

ARTICLE VII-K - MISCELLANEOUS

1. Eight-Hour Law. To the extent only that the Eight-Hour Law of 1912 as amended (40 United States Code 324 - 326) is applicable to this contract, the following provisions shall apply:

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 8 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 ~~Section~~. 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 8 hours per day and work in excess of 8 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 8 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 Section *penalty* a penalty of Five Dollars (\$5.00) 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 8 hours upon said work *without* receiving compensation computed in accordance with this ~~Section~~, and all penalties thus imposed shall be withheld for the use and benefit of the Government. It is understood that the foregoing shall be subject in all respects to applicable exceptions and provisions now or hereafter provided by law.

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

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

3. Convict Labor. The Contractor, in performing the work under this contract, 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 a private person, firm or corporation.

4. Anti-discrimination.

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

b. The Contractor agrees that the provision of subsection a above will also be inserted in all of its subcontracts.

~~For the purpose of this Section, 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 the performance of a specific part of the work to be performed under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw materials shall not be considered as a subcontract.~~

5. Officials Not to Benefit. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this 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.

6. Covenant Against Contingent Fees. The Contractor warrants that it 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 annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

7. Assignment. Neither this contract nor any interest therein or claim thereunder shall be assigned or transferred by the Contractor except with the prior written approval of the Commission.

8. Use of Domestic Articles. Unless the Commission shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, the Contractor, its subcontractors, and all material men or suppliers shall use, in the performance of the work, only such unmanufactured articles, materials and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, or supplies as have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced or manufactured, as the case may be, in the United States. The provisions of this ~~Section~~ shall not apply if the articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured are not mined, produced or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of satisfactory quality.

9. Changes. The Commission may at any time, by written order, change the technical specifications for any item covered by Section 2 of Article III-A hereof. Whenever any such change causes a material increase or decrease in the cost of the work entailed in the production and/or fabrication of the involved item or in the time required for performance of such work, an equitable adjustment shall be made, and to that end the Commission and the Contractor, whenever either party hereto notifies the other that it considers an adjustment hereunder is required, shall promptly negotiate in good faith to agree upon the equitable adjustment, if any, to be made, and the agreement or agreements reached, if any, shall be incorporated in a supplemental agreement or agreements to this contract. Such notice by either party must be given within 60 days from the date of receipt by the Contractor of notification of change. The "provided, however," clause of subdivision d of Section 1 of Article IV-A hereof shall be deemed to apply to said negotiation. Nothing provided in this Section shall excuse the Contractor from proceeding with the work as changed.

10. Inspection of Products.

a. All material and workmanship with respect to items covered by Section 2 of Article III-A hereof shall be subject to inspection and test by the Government at all times and places and, when practicable, during manufacture. In case any such items are found to not conform with the pertinent technical specifications, the Government shall have the right to reject such items and to require their correction. Rejected items shall be removed by the Contractor promptly after notice so to do.

b. If inspection and test, whether preliminary or final, is made at the Beryllium Plant, the Contractor shall furnish 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 tests shall be as described in the pertinent technical specifications.

c. Final inspection and acceptance or rejection of said items shall be made as promptly as practicable after the Contractor notifies the Commission that production and/or fabrication thereof has or have been completed. Acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as are tantamount to fraud.

11. Definitions - as used in this contract:

a. The terms "Atomic Energy Commission" and "Commission" shall mean the United States Atomic Energy Commission or its duly authorized representative or representatives.

b. The phrase "without the execution of an amendment to this contract" shall mean, without the necessity for the execution of an amendment to this contract.

c. The term "notice" shall mean written notice.

d. All directions, approvals and authorizations contemplate and require written, rather than oral, action.

e. The term "work" shall include related performance hereunder but shall not be deemed to include the Contractor's undertakings or performance under Article V-D hereof.

ARTICLE VII-L - APPROVAL

1. This contract is subject to the approval of the Director of Production of the United States Atomic Energy Commission and shall not be binding unless so approved.

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

THE UNITED STATES OF AMERICA

BY: UNITED STATES ATOMIC ENERGY COMMISSION

BY: _____

Witnesses as to execution
in behalf of Contractor:

(Address)

(Address)

BRUSH BERYLLIUM COMPANY

BY: _____

(Title)

I, _____, do hereby certify that I am the duly qualified _____ of said Brush Beryllium Company, a corporation; that _____ who signed the foregoing contract on behalf of said Brush Beryllium Company was then _____ of said corporation; that said contract 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.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation, this _____ day of _____, 1949.

(Impress corporate seal here)

APPROVED:

Director of Production of U. S.
Atomic Energy Commission

APPENDIX "A" OF CONTRACT NO. AT(30-1)-541

I. JOB CLASSIFICATIONS - SALARY AND RATE RANGES

<u>CLASSIFICATION</u>	<u>MONTHLY</u>	<u>SALARY RANGE</u>
President		\$1200 - \$1700
Vice President and Plant Manager		800 - 1000
Assistant Vice President		600 - 800
Treasurer		500 - 700
Controller		450 - 650
Technical Manager		600 - 800
Maintenance and Mechanical Superintendent		450 - 600
Beryllium Oxide Department Superintendent		450 - 600
Beryllium Metal Department Superintendent		450 - 600
Ore Melting and Beryllium Copper Department Supt.		450 - 600
Ceramics Department Superintendent		450 - 600
Personnel Director and Security Officer		450 - 600
Purchasing Agent		450 - 600
Chief Engineer		425 - 600
Chief Chemist		400 - 500
Service Manager		400 - 500
Industrial Hygienist		375 - 500
Beryllium Oxide Department Engineer		375 - 475
Beryllium Metal Department Engineer		375 - 475
General Foreman		350 - 475
Control Chemist		375 - 475
Maintenance Foreman		375 - 450
Staff Engineer		300 - 450
Construction Foreman		350 - 450
Chief Electrician		350 - 425
Property Custodian & Production Records Supervisor		300 - 425
Draftsman Foreman		300 - 400
Chemist		250 - 400
Cost Accounting Supervisor		325 - 400
General Accounting Supervisor		325 - 400
Field Representative		300 - 375
Safety and Training Foreman		300 - 400
Plant Protection Chief		300 - 350
Chief Shipping and Receiving Clerk		300 - 400
Chief Stock Clerk		275 - 350
Assistant Purchasing Agent		250 - 400
Plant Guard		225 - 300
Production Superintendent		550 - 700
Laundry Manager		275 - 375
Industrial Nurse		250 - 325

(Job Classifications - Salary and Rate Ranges - continued)

<u>CLASSIFICATION</u>	<u>WEEKLY</u>	<u>SALARY RANGE</u>
Senior Secretary		\$60 - \$80
Technical or Engineering Trainee		50 - 75
Draftsman		50 - 75
Personnel Assistant		45 - 75
Cost Accountant		55 - 75
Senior Clerk		50 - 70
Secretary		45 - 60
First Aid Attendent		50 - 65
Payroll Clerk		40 - 60
Inventory Control Clerk		40 - 55
Bookkeeper		40 - 55
Accounting Clerk		40 - 55
Stenographer-Clerk		35 - 50
File Clerk		35 - 50
FBI Operator-Receptionist		35 - 50
Junior Clerk		30 - 50
Assistant Inventory Control Clerk		30 - 45
Clerk-Typist		35 - 45
Escort		30 - 45

<u>CLASSIFICATION</u>	<u>HOURLY</u>	<u>RATE RANGE</u>
Chief Operator		\$1.60 - \$2.00
Leaching Operator		1.40 - 1.85
Furnace Operator (A) (High Frequency)		1.40 - 1.85
Furnace Operator (A) (High Pressure)		1.40 - 1.85
Furnace Operator (A) (Vacuum Casting)		1.40 - 1.85
Furnace Builder		1.40 - 1.85
Vacuum Retort Operator		1.40 - 1.85
Carbon Lathe Operator		1.40 - 1.85
Crystallizing Operator		1.35 - 1.80
Sulphating Mill Operator		1.30 - 1.75
Precipitator Operator		1.30 - 1.75
Mercury Electrolysis Operator		1.30 - 1.75
Pebble Ball Mill Operator		1.30 - 1.75
Furnace Operator (B)		1.30 - 1.75
Furnace Operator (B) -(Fluoride)		1.30 - 1.75
X-Ray Technician		1.30 - 1.65
Mixer		1.20 - 1.60
Heat Treater and Grinder Operator		1.15 - 1.55
Furnace Operator (C) (Calcining)		1.15 - 1.55
Production Helper		1.15 - 1.50
Laborer		1.15 - 1.40
Laboratory Technician		1.15 - 1.50

(Job Classifications - Salary and Rate Ranges - continued)

HOURLY (Cont.)

<u>CLASSIFICATION</u>	<u>RATE RANGE</u>
Master Maintenance Mechanic	1.60 - 2.00
Maintenance Machinist	1.40 - 1.90
Preventive Maintenance Inspector	1.45 - 1.90
Electrician (A)	1.50 - 1.90
Carpenter	1.50 - 1.90
Millwright	1.40 - 1.90
Pipefitter	1.50 - 1.90
Maintenance Mechanic	1.40 - 1.90
Maintenance Mechanic Helper	1.20 - 1.55
Combination Welder	1.40 - 1.85
Pump Mechanic	1.30 - 1.80
Refrigeration Mechanic	1.30 - 1.80
Maintenance Painter	1.40 - 1.80
Arc Welder	1.30 - 1.70
Gas Welder	1.30 - 1.70
Fireman	1.40 - 1.90
Oiler	1.20 - 1.70
Crane Operator	1.25 - 1.65
Materials Handling Truck Operator	1.25 - 1.65
Groundskeeper	1.25 - 1.65
Electrical Helper	1.20 - 1.55
Carpenter Helper	1.20 - 1.55
Millwright Helper	1.20 - 1.55
Pipefitter Helper	1.20 - 1.55
Maintenance Painter Helper	1.20 - 1.55
Groundskeeper Helper	1.15 - 1.40
Janitor - Janitress	1.15 - 1.40
Laundryman	1.20 - 1.70
Truck Driver	1.25 - 1.65
Shipper-Packer	1.20 - 1.60
Stock Clerk	1.15 - 1.50
Laundry Sewing Machine Operator	1.15 - 1.40
Decontamination Assistant	1.10 - 1.30

II. JOB DESCRIPTIONS

MONTHLY

President - Is appointed by the Board of Directors and is head administrator of the Company. Directs policies and handles over-all administrative matters. Represents company in dealing with other organizations or with the government. Directs everyday operating activities of the firm.

Vice President and Plant Manager - Is responsible to the President of the Company for the direction, control, and administration of all functions of the Luckey, Ohio, unit of The Brush Beryllium Company. Coordinates and regulates plant production and performs various administrative and supervisory duties to insure efficient plant operation. Directs and usually administers company public relations problems. Is authorized to sign payroll checks for Luckey Plant personnel, also other checks in accordance with the Company's by-laws. Performs other duties as assigned by the President of the Company.

Assistant Vice President - Is directly responsible to the President of the Company. Assists in coordination of production, production scheduling, quality specifications and follow-up on production requirements covering quality, quantity and sales. Directs preparation of sales charts, statistics, and reports. Performs other duties as assigned.

Treasurer - Is directly responsible to the President of the Company. Directs company finances. Collects money, authorizes expenditures, keeps records of financial transactions; is responsible for financial reports to other company officers or Board of Directors. Develops and recommends specific policies regarding the financial problems of the firm. Is responsible for procurement of all types of Company insurance. Works in close cooperation with and supervises work of Controller. Directs duties of Purchasing Agent. Is authorized to sign company payroll checks and other disbursements in accordance with Company by-laws. Performs other duties as assigned.

Controller - Is directly responsible to the Treasurer. Directs the keeping of accounts and records. Analyzes the accounts and records and supervises preparation of statements for Board of Directors or other officers concerning the financial condition of the Company. Directs the allocation of expenditures for salaries, overhead, materials, and costs of production or operation in accordance with contractual requirements; governs systems and internal controls for protection of Company's assets. Supervises collections of accounts receivable. May be authorized to sign Company payroll checks and other disbursements in accordance with Company by-laws. Performs other duties as assigned.

Technical Manager - Is responsible to the Plant Manager for the direction, control, and administration of engineering and all technical functions relating to plant production at the Luckey, Ohio, plant of The Brush Beryllium Company.

Included under the direction of the Technical Manager are the Research and Analytical Laboratories relating to production and the Engineering Department which includes drafting, design control, and layout. Coordinates these operations, recommends promotion of employees under his supervision, and performs various administrative and supervisory duties to insure efficient operation of these departments. Assists Plant Manager in general plant administration. May participate in company research and development conferences. Performs other duties as assigned.

Maintenance and Mechanical Superintendent - Is responsible to the Plant Manager for the general direction and control of all plant maintenance and construction; coordinates work of these operations, regulates output, recommends promotion of employees under his supervision, and performs other administrative and supervisory duties to insure efficient operation. May personally supervise the conduct of any particular construction or maintenance project. Acts as consultant to the Engineering Department. Performs other duties as assigned.

Beryllium Oxide Department Superintendent - Is responsible to the Plant Manager for control and general supervision of all Beryllium Oxide Department operations, which begin with heat treating and grinding of ore and terminate with production of beryllium hydroxide or beryllium oxide.

Coordinates work of these operations, regulates production, recommends promotion of employees under his supervision; performs other administrative and supervisory duties to insure efficient operation. May personally supervise the conduct of any particular operation. Performs other duties as assigned.

Beryllium Metal Department Superintendent - Is responsible to the Plant Manager for control and general supervision of all Beryllium Metal Department operations, starting with the preparation of ammonium beryllium fluoride solution and terminating with the packaging of saleable beryllium metal.

Coordinates work of these operations, regulates production, recommends promotion of employees under his supervision; performs other administrative and supervisory duties to insure efficient operation. May personally supervise the conduct of any particular operation. Performs other duties as assigned.

Ore Melting and Beryllium Copper Department Superintendent - Is responsible to the Plant Manager for control and general supervision of all Ore Melting and Beryllium Copper Department operations, which include the following: Ore blending, crushing and melting, and beryllium copper production, (master, dross and copper base beryllium alloys.)

Coordinates work of these operations, supervises production, recommends promotion of employees under his supervision; performs other administrative and supervisory duties to insure efficient production of above mentioned alloys to specification. May personally supervise the conduct of any particular operation. Performs other duties as assigned.

Ceramics Department Superintendent - Is responsible to Plant Manager for control and general supervision of all Ceramics Department operations. Coordinates work of these operations, recommends promotion of employees under his supervision, and performs other administrative and supervisory duties to insure efficient operations. Performs other duties as assigned.

Personnel Director and Security Officer - Is responsible to the Plant Manager for all functions of the Personnel Department. Interviews job applicants. Supervises the maintenance of employee records. Directs and administers employee relations problems. Is responsible for plant security. Directs plant training and safety program. Acts as Personnel Director for all units of the Company in the formation and interpretation of personnel policies. Performs other duties as assigned.

Purchasing Agent- Is responsible to Treasurer for purchasing, at the most favorable prices consistent with quality, quantity, and other factors, raw materials, equipment, machinery, and supplies necessary for the operation of the Company. Interviews selling agents of other firms. Supervises approval of bills for payment. Is responsible for maintenance of records of goods purchased, costs, delivery, inventory, and other items necessary to purchases. Must have thorough knowledge of goods purchased and the work done by the Company. May be authorized to sign Company checks in accordance with Company by-laws. Performs other duties as assigned.

Chief Engineer- Is responsible to and assists Technical Manager in the performance of his duties as outlined in the job description for that position. Directly supervises Engineering Department functions. Performs other duties as assigned.

Chief Chemist - Is directly responsible to the Technical Manager for general supervision of all analytical laboratories. Directs chemical analyses and investigates the development of analytical procedures to determine the composition of inorganic compounds or mixtures; directs investigations to ascertain physical and chemical properties of plant materials and finished products. Furnishes technical chemical advice

to all laboratory personnel and department superintendents. May be assigned direct responsibility for conducting research on process development. Performs other duties as assigned.

Service Manager - Is responsible to the Plant Manager for the direct supervision of the following: (1) Shipping and Receiving; (2) All Stock rooms and stock inventory control; (3) Production reports; (4) Laundry operations; (5) Property records; (6) Manufacturing, operating and maintenance supply control; (7) Petty Cash disbursements; (8) Office cleaning personnel. Performs other duties as assigned.

Industrial Hygienist - Is responsible to the Medical Director and to the Personnel Director for administration of the Health Department. Conducts pre-employment examinations at both Cleveland and Luckey plants. Conducts medical checkups of employees as required. Prepares and submits statistical data required by the State Industrial Commission and by the Personnel Director. Maintains complete personal medical record of each employee. Makes routine inspections of all plant units for purpose of detecting safety or health hazards; makes verbal or written reports to proper authorities. Performs other duties as assigned.

Beryllium Oxide Department Engineer - Is responsible to the Beryllium Oxide Department Superintendent for all technical phases of Beryllium Oxide Department operation; may act as his assistant in the performance of his duties as outlined in job description for that position. Performs other duties as assigned.

Beryllium Metal Department Engineer - Is responsible to the Beryllium Metal Department Superintendent for all technical phases of Beryllium Metal Department operation; may act as his assistant in the performance of his duties as outlined in job description for that position. Performs other duties as assigned.

General Foreman, Beryllium Metal Department - Is responsible to the Beryllium Metal Department Superintendent for supervision of all Beryllium Metal Department employees actively working on his shift; during those times when the superintendent of any other department is not in the plant, he is responsible for the efficient operation of that department in addition to his usual Beryllium Metal Department duties.

Interprets written and verbal orders, sketches, and blueprints; determines working procedure; assigns duties to subordinates and inspects their work for quality and quantity. Maintains harmony among workers. May keep production and other clerical records. May assist subordinates during emergencies or as a regularly assigned duty. Performs other duties as assigned.

Control Chemist Laboratories Department - Is directly responsible to the Chief Chemist for supervision and performance of the particular control laboratory to which assigned, including investigation, development and direction of analytical procedures to determine the composition of inorganic compounds or mixtures. Furnishes technical chemical advice to employees under his supervision. Performs other duties as assigned.

Maintenance Foreman - Is responsible to the Maintenance and Mechanical Superintendent for plant maintenance and for general supervision of welders, maintenance machinists, pump mechanics, electricians, electrical helpers, millwrights, millwright helpers, carpenters, and all other Maintenance Department personnel. Interprets blueprints, sketches, and written or verbal orders. Assigns duties to subordinates and inspects their work for quality and quantity. Maintains harmony among workers. May assist subordinates during emergencies or as a regularly assigned duty. Performs other duties as assigned.

Staff Engineer, Engineering Department - Is responsible to the Chief Engineer for the design of chemical equipment, such as condensers, evaporators, furnaces, etc., the arrangement and installation of any particular equipment, and research on assigned problems. May exercise supervision over semi-technical personnel. May also occasionally perform related departmental duties. College degree in science or engineering required. Performs other duties as assigned.

Construction Foreman - Is responsible to the Maintenance and Mechanical Superintendent for certain plant construction projects and for general supervision over personnel assigned to him. Interprets blueprints, sketches, and written or verbal orders. Assigns duties to subordinates and inspects their work for quality and quantity. Maintains harmony among these workers. May assist subordinates during emergencies or as a regularly assigned duty. Performs other duties as assigned.

Chief Electrician - Is responsible to Maintenance Foreman for laying out, installing and maintaining a wide variety of complex electrical equipment such as involved automatic controls, generating equipment, and large switchboards. Establishes secondary distribution centers, balances loads, wires circuits having a large number of units and connections. Works from wiring diagrams and schematic drawings. Performs other duties as assigned.

Property Custodian & Production Records Supervisor - Is responsible to the Service Manager for maintenance and control of government property records, company property records, and records controlling property leased from other companies or government agencies. Is also responsible for maintenance of complete detailed production records in accordance with established procedure. May assist Service Manager in performance of duties as outlined in job description for this job. Performs other duties as assigned.

Draftsman Foreman - Is responsible to the Chief Engineer for preparation of clear, complete, and accurate working plans and detailed drawings. Is also responsible for investigation of availability of materials to be used on new construction design. May assist Chief Engineer or Staff Engineer in layout. Supervises other draftsmen. Performs other duties as assigned.

Chemist - Is responsible to the Chief Chemist or Control Chemist for performing scientific chemical experiments. Prepares reports from investigations. May conduct or supervise assistants in laboratory and analytical tests. Prepares necessary data for reports and necessary recommendations. Performs other duties as assigned.

Cost Accounting Supervisor - Is responsible to the Controller for supervision of all Cost Accounting functions. Prepares cost schedules and cost estimates. Performs other duties as assigned.

General Accounting Supervisor - Is responsible to the Controller for supervision of all general accounting bookkeepers; prepares general accounting reports; maintains insurance records. Performs other duties as assigned.

Field Representative - Is responsible to the Assistant Vice President for calling on actual or potential customers. Must be technically familiar with all Company products and capable of offering suggestions in uses of these products. Performs other duties as assigned.

Safety and Training Foreman - Is responsible to the Technical Manager for technical phases of plant safety program. Is responsible to the Personnel Director for the training of old and new employees in methods of operation, safety hazards, and company policies. May at times assist in performance of first aid duties. Perform other duties as assigned.

Plant Protection Chief - Is responsible to Personnel Director for supervision of plant protection force and for its efficient operation. May also be responsible for fire protection, inspection of related equipment, and organization and supervision of plant fire brigade. Performs other duties as assigned.

Chief Shipping and Receiving Clerk - Is responsible to the Service Manager for the following duties: (1) direction and supervision of all employees and functions assigned to the shipping and receiving department; (2) direction and supervision of all employees and functions assigned to the stock room (s) which may or may not be operated on a round the clock basis. Also ascertains that bills of lading are prepared in accordance with established AEC procedures. Performs other duties as assigned.

Chief Stock Clerk - Is responsible to Service Manager for receiving, storing and issuing stock items and supplies, also clothing, safety equipment, tools, etc. Maintains adequate stock records and supervises stock clerks. Maintains inventory control. Performs other duties as assigned.

Assistant Purchasing Agent - Is responsible to and assists purchasing agent in performance of his duties as outlined in job description of that position. Performs other duties as assigned.

Plant Guard - Is responsible to the Plant Protection Chief for complete plant security and protection during those hours when he is actively on duty. Performs other duties as assigned.

Production Superintendent - Is responsible to the Plant Manager for the direction, control and administration of all production departments at the Luckey, Ohio plant of the Company. Coordinates the work of the various production departments, regulating production, flow of material, and performing various administrative and supervisory duties to insure efficient operations. May personally conduct or supervise the conduct of any particular operation. Performs other duties as assigned.

Laundry Manager - Is responsible to the Service Manager for the efficient operation of all industrial laundry equipment used to launder work clothing for production, laboratory, and maintenance personnel. Supervises and assists subordinates, in operation of all of above-mentioned laundry equipment. Performs other duties as assigned.

Industrial Nurse - Is responsible to Company Medical Director for performing blood test analyses, urinalyses, and taking x-rays (not to include x-ray treatment). Is responsible to Industrial Hygienist for rendering first aid to employees or persons who become ill or suffer an accident; may attend to subsequent dressing of injuries; keeps records of patients treated; assists in preparation of claims for workmen's compensation. Performs other related duties as assigned by Medical Director or Industrial Hygienist. Is required to be a registered nurse.

WEEKLY

Senior Secretary - Acts as secretary to an administrative or executive officer. Takes and transcribes important or confidential dictation. May independently handle correspondence not requiring dictated reply. Performs varied secretarial work, such as keeping secret and confidential files, meeting people, taking minutes of meetings, keeping engagement and follow-up records. Must have thorough knowledge of routines, personnel functions, and policies so as to relieve executive of minor duties. Performs other related duties as assigned.

Technical or Engineering Trainee - Is responsible to superintendent of department to which assigned for performance of routine production or maintenance duties similar to those of a production or maintenance employee, but is constantly training for a technical or supervisory position. Must possess a scientific or engineering college degree. Performs other related duties as assigned.

Draftsman - Prepares to scale detailed drawings of machinery, equipment, instruments, accessories, etc., as instructed by Chief Engineer or Draftsman Foreman. Checks drawings of mechanical details for completeness and correctness of views, dimensions, and standard drafting practices. Performs other related duties as assigned.

Personnel Assistant - Assists the Personnel Director in the performance of his duties. May perform interviewing and hiring. Maintains employee and personnel records. Performs other related duties as assigned.

Cost Accountant - Is responsible to Cost Accounting Supervisor. Determines production cost of products by units or jobs. Distributes costs between various divisions of management and production. Classifies production costs into wages, materials, overhead. Prepares budgets and tax returns. Performs other related duties as assigned.

Senior Clerk - Is responsible to a department superintendent or other designated supervisor for performance of general clerical duties of semi-routine nature; may be required to have extensive accounting training. Requires little supervision but guidance is necessary on new or specialized work. Most work is subject to further audit and verification. May be required to be an accomplished typist. Performs other related duties as assigned.

Secretary - Acts as secretary to a principal department or divisional head. Performs duties similar to those of Senior Secretary except has less responsibility. May be required to be versed in technical language and terms used in the field of chemistry and engineering. Performs other related duties as assigned.

First Aid Attendant - Is responsible to and assists Industrial Hygienist in performance of duties as outlined in job description for that position. Renders first aid and subsequent treatment to ill or injured employees. Sterilizes, disinfects and bandages minor cuts and burns. Procures in-plant and out-plant air samples as required. Performs other related duties as assigned.

Payroll Clerk - Is responsible to the General Accounting Supervisor for preparation of payroll and for maintenance of required time and payroll records. Prepares pay checks. Uses typewriter, calculator and other office equipment. May assist in other routine office duties. Performs other related duties as assigned.

Inventory Control Clerk - Is responsible to Laboratory Supervisor for preparation of inventory control records in accordance with established procedures. Performs clerical work of a technical nature; uses typewriter, calculator, and other office machines. Performs other related duties as assigned.

Bookkeeper - Keeps a record of and works with one or more phases or sections of a complete set of records pertaining to business transactions, such as accounts receivable or accounts payable. May prepare, type, and mail monthly statements. Performs other related duties as assigned.

Accounting Clerk - Is responsible to the General Accounting Supervisor for performance of routine calculating, typing, and posting duties. Maintains general ledger; reconciles bank accounts. Keeps files of various records. Performs other related duties as assigned.

Stenographer-Clerk - Takes and transcribes dictation. May perform simple filing and clerical work, and keep records and charts. May perform secretarial duties to lesser heads, and in so doing may be required to be versed in technical language and terms used in the field of chemistry and engineering. Performs other related duties as assigned.

File Clerk - Is responsible to Security Officer for filing correspondence, cards, invoices, receipts, etc., much of which is highly secret or confidential, in accordance with established filing procedure. Maintains log of all classified material. Locates and removes material from file when requested, and keeps record of material removed. May also act as mail messenger between departments. Performs other related duties as assigned.

PBX Operator-Receptionist - Operates telephone switchboard. Acts as receptionist and performs miscellaneous clerical duties. Handles records of toll calls. Operates public address system. May occasionally perform typing duties. Performs other related duties as assigned.

Junior Clerk - Is responsible to a designated supervisor for performance of routine clerical duties in accordance with established procedure. Some clerical training or experience is necessary. Work may involve typing and the use of other office equipment. May assist in preparation of payroll in accordance with established procedure. Performs other related duties as assigned.

Assistant Inventory Control Clerk - Assists Inventory Control Clerk in performance of duties outlined in the job description for that position. Performs other related duties as assigned.

Clerk-Typist - Does general typing from plain or corrected copy. Cuts stencils, types routine form letters; performs simple clerical work. Performs other related duties as assigned.

Escort - Is responsible to Plant Protection Chief for escorting visitors to office of person being visited. Assists guard in performance of his regularly assigned duties. Performs routine typing as required. May relieve PBX Operator-Receptionist as a regularly assigned duty. Performs other related duties as assigned.

HOURLY

Chief Operator, Ore Melting & Beryllium Copper Dept., Beryllium Oxide Dept., Beryllium Metal Dept. - Assists department superintendent or foreman as leader of operations in the unit to which assigned; may perform miscellaneous work ordinarily assigned to subordinates during emergencies; may personally perform the more complex tasks in the unit as a regularly assigned duty. Performs other related duties as assigned.

Leaching Operator, Beryllium Oxide Department - Operates miscellaneous types of centrifugal separators to make up primary solutions and extract

extraneous waste material from solutions. Must be alert for unusual developments in process. Performs other related duties as assigned.

Furnace Operator (A) - (High Frequency), Beryllium Metal Dept., - Operates high frequency electrical furnaces in connection with established processes of extracting beryllium metal. Duties may include the direction of helpers as required. Operation is standardized, but operator must exercise care because of high value of material. Performs other related duties as assigned.

Furnace Operator (A) - (High Pressure), Beryllium Metal Dept. - Operates high pressure electrical furnace in connection with established processes of extracting beryllium metal. Duties may include the direction of helpers as required. Operation is standardized, but operator must exercise care because of high value of material. Performs other related duties as assigned.

Furnace Operator (A) - (Vacuum Casting), Beryllium Metal Dept., - Operates high frequency electrical furnace in connection with established processes of vacuum casting beryllium metal or alloys. Duties may include the direction of helpers as required. Care must be exercised because of high value of material. Performs other related duties as assigned.

Vacuum Retort Operator, Beryllium Metal Dept. - Charges and discharges retorts and operates furnace that contains these retorts. Operates and controls high vacuum system used in connection with these retorts. Performs other related duties as assigned.

Furnace Builder, Beryllium Metal Dept. - Completely repairs and rebuilds various types of gas, electrical, and oil-fired furnaces under supervision. Performs other related duties as assigned.

Carbon Lathe Operator, Beryllium Metal Dept. - Turns, bores, faces, etc. graphite stock on a variety of ordinary work, primarily for use in furnaces. Close tolerances not required. Setups exacting, but not unusually difficult. Selects speeds, feeds, and tooling operation sequences for a normal range of operations. Reads drawings of units to be machined. Performs other related duties as assigned.

Crystallizing Operator, Beryllium Oxide Dept., Beryllium Metal Dept. - Operates miscellaneous types of vacuum and atmospheric evaporators equipped with vacuum and temperature gauges and various control systems to extract crystalline materials from certain types of solutions in accordance with established processes. Also operates miscellaneous types of dissolvers, treaters, crystallizers, and separators to make up primary solutions, extract extraneous waste material, and extract pure beryllium sulphate or other crystals from these solutions. Duties may include direction of helpers. Performs other related duties as assigned.

Sulphating Mill Operator, Beryllium Oxide Dept. - Operates rotary mill equipment equipped with draft gauges, thermostatic and electrical controls and various auxiliary equipment in connection with established processes in sulphating ground ore. Performs other related duties as assigned.

Precipitator Operator, Beryllium Oxide Dept. - Operates various types of precipitation and filtration equipment for purpose of extracting high quality beryllium hydroxide from impure feed liquor. Performs other related duties as assigned.

Mercury Electrolysis Operator, Beryllium Oxide Dept. - Operates mercury electrolyzer including operation of mercury still and direct current motor generator set. Performs minor maintenance on these units. Maintains careful records of operations and unusual events. Performs other related duties as assigned.

Pebble Ball Mill Operator, Beryllium Metal Dept.- Operates rotary ball mill leacher equipment in accordance with established procedures. Operation is standardized, but operator must exercise care because of high value of material. Performs other related duties as assigned.

Furnace Operator (B), Ore Melting & Beryllium Copper Dept. - Assists Chief Operator in operation of electric arc furnace and gas or oil-fired furnaces equipped with temperature recording and control system in connection with established processes of manufacturing beryllium copper alloy and melting beryl ore. Performs other related duties as assigned.

Furnace Operator (B) -(Fluoride), Beryllium Metal Dept.- Operates gas or oil-fired furnaces equipped with temperature recording and control systems in connection with established processes of extracting beryllium metal. Duties may include the direction of helpers as required. Performs other related duties as assigned.

X-Ray Technician, Ceramics Dept.- X-rays castings and fabricated parts when required. Makes photographic reproductions when required. Has charge of and is responsible for the stock of finished cast beryllium and beryllium alloys. Performs other related duties as assigned.

Mixer, Beryllium Copper Dept. - Mixes for Chief Operator pre-determined batches of beryllium oxide, copper, carbon, and by-products. Charges, operates, and discharges mills designed to mix carbon, copper, and beryllium oxide; also operates mills to grind up by-product furnace dross. Performs other related duties as assigned.

Heat Treater and Grinder Operator, Beryllium Oxide Dept. - Operates rotary heat treating kiln equipped with automatic temperature controls and related ore grinding and feed equipment. Performs other related duties as assigned.

Furnace Operator (C) - (Calcining), Beryllium Oxide Dept.- Charges, discharges and operates gas-fired reverberatory type kiln. May also operate by hand controls, gas-fired rotary calcining furnace with portable pyrometer and charging machine. Performs other related duties as assigned.

Production Helper, Beryllium Copper Dept., Beryllium Oxide Dept., Beryllium Metal Dept. - Assists regular operators on productive work. Moves or positions materials. Performs minor hand operations and makes minor adjustments under direction. May charge or discharge furnaces under supervision. Trains for operating classification. Performs other related duties as assigned.

Laborer, Ore Melting Dept., Beryllium Oxide Dept., Beryllium Metal Dept., Beryllium Copper Dept., Maintenance Dept.- Moves and handles materials, unloads cars, digs trenches, shovels snow, does miscellaneous work as directed.

Master Maintenance Mechanic, Maintenance Dept. - Supervises and assists machinists, maintenance mechanics, millwrights, pump mechanics, carpenters, oilers, pipefitters, welders, and other Maintenance Department personnel engaged in the installation and repair of equipment and the maintenance of plant structures. Is responsible to and may advise and assist Maintenance Foreman in devising and improving production and maintenance methods. Performs other related duties as assigned.

Maintenance Machinist, Maintenance Dept.- Lays out and performs difficult machining operations to produce replacement parts and new parts for various types of mechanical equipment. Diagnoses and remedies trouble, tears down and reassembles machines. Performs other related duties as assigned.

Preventive Maintenance Inspector, Maintenance Dept. - Inspects machines, equipment and tools periodically, after periods of use, for flaws or defects. May correct minor defects or recommend correction by proper workmen. Performs other related duties as assigned.

Electrician (A), Maintenance Dept.- Is responsible to Chief Electrician for keeping electrical equipment such as wiring, motors, switches, switchboards, and electric mechanisms in good repair and operating condition. Diagnoses and remedies troubles on above equipment. Works from wiring diagrams, schematic drawings. Makes new installations on fixtures, motors, and other electrical equipment. May make minor electrical and mechanical repairs to motors. May repair elevator electrical equipment. Performs other related duties as assigned.

Carpenter, Maintenance Dept. - Performs the carpentry duties necessary to construct and maintain in good repair structural wood work and equipment; performs such duties as making and repairing wooden benches, partitions, doors, floors, and building framework. Performs other related duties as assigned.

Millwright, Maintenance Dept.- Changes the layout and setup of machines and mechanical equipment, usually of a heavy type, and keeps machinery and equipment in efficient operating condition. Duties may include direction of helpers as required. Performs other related duties as assigned.

Pipefitter, Maintenance Dept.- Installs and maintains piping for water, gas, oil, low and high pressure steam and heating lines. Diagnoses and remedies trouble. Maintains and installs process piping and vacuum lines. Performs other related duties as assigned.

Maintenance Mechanic, Maintenance Department- Keeps machinery and mechanical equipment in good repair; examines machines for defects in operation; dismantles or partially dismantles machines to gain access to defective parts and removes parts by use of various hand tools; repairs parts or obtains replacement parts from stock; reassembles machines making necessary adjustments to insure efficient operation. Performs other similar duties as required.

Maintenance Mechanic Helper, Maintenance Dept. - Assists Maintenance Mechanic in performance of duties as outlined in job description for that position. Performs other related duties as assigned.

Combination Welder, Maintenance Dept. - Uses both electric and gas welding apparatus as outlined in job description of arc welder and gas welder. Performs other related duties as assigned.

Pump Mechanic, Maintenance Dept. - Installs and keeps in repair numerous types of complicated centrifugal, rotary, and rotary gear pumps. Also performs minor general maintenance repair work. Performs other related duties as assigned.

Refrigeration Mechanic, Maintenance Dept.- Installs, maintains and repairs refrigeration equipment used to condition water and chemical solutions. Also installs and maintains air conditioning equipment. May be assigned other mechanical duties.

Maintenance Painter, Maintenance Dept. - Paints and redecorates walls, woodwork, fixtures, fences, buildings, etc. Scrapes paint from old surfaces, placing putty or filler in nail holes, etc. Mixes colors, oils, white lead, and other paint ingredients to obtain proper color or consistency. May apply paint with spray gun or brush. Performs other related duties as assigned.

ARC Welder, Maintenance Dept.- Welds metal parts together by means of electric welding apparatus to fabricate metal objects or to repair broken or cracked objects, or employs electric welding apparatus to increase the size of metal parts. Performs other related duties as assigned.

Gas Welder, Maintenance Dept.- Welds metal parts together by means of gas torch and welding rods to fabricate metal shapes or articles or to repair broken or cracked metal objects. Performs other related duties as assigned.

Fireman, Maintenance Dept. - Tends boilers to maintain steam pressure and water level so as to supply steam or heat to buildings, power equipment and manufacturing processes. Operations are standardized, but variation in steam load must be anticipated. Supervision is limited to occasional check. Employee must have state license. May be required to operate water treating equipment. Performs other related duties as assigned.

Oiler, Maintenance Dept.- Lubricates in routine manner with oil or grease the moving parts or wearing surfaces of various types of mechanical equipment, such as shafts, motor bearings, sprockets, driving chains, gears and pulleys. Follows lubrication charts and schedules in conduct of work. In performance of above duties is responsible for reporting defective equipment to Preventive Maintenance Inspector. Performs other duties as assigned.

Crane Operator, Maintenance Dept.- Operates travelling crane by manipulating manual controls so as to move designated loads from point to point in the plant. Moves crane to the required place, hooks onto load, raises it clear from the ground, drives to unloading point, lowers load to ground and unhooks. Performs other related duties as assigned.

Materials Handling Truck Operator, Maintenance Dept.- Operates a materials-handling truck to lift and move miscellaneous equipment and supplies. Manipulates truck to handle pallets, materials, and equipment. Drives truck to work site. Watches placing of load to prevent truck from turning over. Performs other related duties as assigned.

Groundskeeper, Maintenance Dept.- Maintains and protects grounds surrounding buildings. Mows lawns, trims hedges, rakes and burns leaves and refuse, trims driveway and sidewalk hedges. In winter shovels snow from driveway and sidewalk, and applies sand, salt or ashes on slippery sidewalks to prevent slipping. May plant and maintain flower beds, select bushes and flowers to be planted and perform other landscaping duties. May supervise workers doing less skilled duties entailed in the upkeep of grounds.

Electrical Helper, Maintenance Dept.- Assists electrician on installation and maintenance of a variety of ordinary electrical equipment such as motors, lighting circuits, starters. Wires fairly simple circuits. Replaces burned out fuses, small parts on motors, electrical fixtures, and cleans and oils motors. Performs other related duties as assigned.

Carpenter Helper, Maintenance Dept.- Performs rough carpentry and assists carpenter in repair of construction and equipment, structural wood work and buildings. Makes packing crates. Performs other duties as assigned.

Millwright Helper, Maintenance Dept.- Assists millwright in changing layout and setup of machines and mechanical equipment, usually of heavy type, and assists in keeping machinery and equipment in efficient operating condition. Performs other related duties as assigned.

Pipefitter Helper, Maintenance Dept. - Assists pipefitter in making repairs and replacements to piping and plumbing, such as faucets, gaskets, simple valves, etc. Cuts, threads pipe to length. Performs other duties as assigned.

Maintenance Painter Helper, Maintenance Dept.- Assists Maintenance Painter in performance of duties as outlined in job description for that position. May perform other related duties as assigned.

Groundskeeper Helper, Maintenance Dept. - Assists Groundskeeper in performance of duties as outlined in job description for that position. May perform other related duties as assigned.

Janitor-Janitress, Maintenance Dept., Services Dept.- Sweeps and cleans offices, shop areas, and wash rooms. Performs other duties as assigned.

Laundryman, Services Dept. - Operates industrial laundry equipment to wash, rinse, starch, dry, iron and fold clothing used by production, laboratory and maintenance personnel in performance of their duties. Performs other related duties as assigned.

Truck Driver, Shipping & Receiving Dept. - Performs general duties of a licensed truck operator, delivering and picking up freight, express, and orders. May truck company material and equipment between Luckey and Cleveland plants. Does necessary hauling of assigned loads in general vicinity of plant. May assist in handling outgoing and incoming shipments. Performs other related duties as assigned.

Shipper-Packer, Shipping & Receiving Dept. - Selects, assembles, and packs orders; weights or counts; makes stencils for containers. May perform some clerical work. Checks and handles incoming and outgoing shipments. Performs other related duties as assigned.

Stock Clerk, Services Dept. - Counts out, handles and delivers stocks and supplies in storerooms under direction of Chief Stock Clerk. Checks incoming supplies. Maintains records as required. Performs other related duties as assigned.

Laundry Sewing Machine Operator, Services Dept. - Performs sewing machine operation to repair clothing worn by production, laboratory, and maintenance personnel in the performance of their duties. May do some hand sewing as required. Performs other duties as assigned.

Laboratory Technician. - Is responsible to Control Chemist for performing analytical procedures in accordance with specific instructions. Performs other related duties as assigned.

Decontamination Assistant. - Is responsible to Maintenance and Construction Engineer for assisting in an established day-by-day decontamination routine of any areas to which assigned. Cleans offices, shop areas, and washrooms. Washes or wipes down walls, pipes, windows, and various types of shop equipment. Performs other related duties as assigned.

III. EMPLOYEE RELATIONS POLICIES, ETC.

PORTAL TO PORTAL PAY

Hourly rate and non-exempt salaried employees whose duties require them to handle or to be continually exposed to chemicals which may be harmful to the skin are required to take a shower at the end of their work day. For each of these employees a time allowance of 18 minutes is given for this purpose. The employee is reimbursed in the amount of 3/10 of an hour at his regular rate of pay, or, on a time and one-half basis if his total time in the plant then exceeds 8 hours.

JURY DUTY

Employees called for jury duty are paid the difference between the amount of reimbursement received for jury duty, including expenses, if any, and the wages (for a total number of hours not in excess of 40 per week) which would normally be received. In cases where jury service might be required for an extended period of time, the maximum jury time allowance is an administrative prerogative.

SUPPER MONEY

Salaried employees who are not compensated for overtime work will receive an allowance of \$1.25 per meal whenever overtime work is required. Two hours of overtime, exclusive of the supper period, will be the minimum requirement for this allowance.

Employees who are compensated for overtime will not receive an allowance either for the time consumed for supper, or for the meal itself.

REPORTING TIME

In the event an employee reports for work as scheduled without previously having been notified not to report, he shall be given a minimum of four (4) hours' work, or, if no work is available, two (2) hours' pay.

CALL-IN PAY

When an employee reports for work pursuant to call by the company (and such work is not continuously available), the company shall furnish a minimum of four (4) hours' work or four (4) hours' pay, at the employee's straight time day rate. When an employee reports for overtime work pursuant to call by the company after he has left the plant, the company guarantees minimum earnings equal to four (4) hours at a straight time day rate.

OVERTIME

Hourly Rate Employees

Overtime is paid at time and one half the regular rate of pay for: (1) Hours worked in excess of eight (8) in one work day; or (2) Hours worked in excess of forty (40) in one work week; or (3) Hours worked at company request in excess of eight (8) in any sixteen (16) consecutive hour period which falls in two different work days. In no case shall there be a duplication of overtime paid by virtue of the time worked falling into more than one of the above classifications.

Non-Exempt Salaried Employees

Overtime is paid at one and one half times the average hourly rate of pay for: (1) Hours worked in excess of eight (8) in one work day; or (2) Hours worked in excess of forty (40) in one work week; or (3) Hours worked at company request in excess of eight (8) in any sixteen (16) consecutive hour period which falls in two different work days. In no case shall there be a duplication of overtime paid by virtue of the time worked falling into more than one of the above classifications.

In the event that a non-exempt salaried employee is granted an excused absence during a work week, that excused absence will be considered as a day worked and any hours worked on Saturday or Sunday at the request of an authorized supervisor shall be considered as "overtime" and paid accordingly even though the actual hours worked may not exceed forty (40).

Exempt Salaried Employees

No overtime pay under any conditions.

TRAVEL ALLOWANCE

Employees traveling on official business in the interest of this contract will be allowed reimbursement as follows:

Actual transportation expense, plus pullman in the event travel is by rail.

Transportation expense via private automobile at the rate of 7¢ per mile plus ferry, bridge, tunnel or toll road charges.

Actual expense for lodging and an allowance of five dollars per day to cover other subsistence expenses during the period of travel.

Other allowable expenses include official telegrams and telephone calls; streetcar and bus fares and taxi fares when public transportation is not practical; checking and handling of baggage.

HOLIDAY PAY

Each hourly rate employee who has completed three months continuous service will be paid for eight hours at his regular rate of pay for New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day in accordance with the following provisions.

To be eligible for this holiday pay the employee must work on his last scheduled day before the legal holiday and also on his first scheduled day following the legal holiday unless granted excused absence from work on one or both of these scheduled turns prior to the holiday in question.

Those hourly rate employees who may actually work on any of the above holidays shall not actually receive holiday pay but shall be paid double time for the day worked.

Those hourly rate employees who may be on prophylactic layoff as provided in our sick leave policy shall be paid at their regular hourly rate of pay on a holiday instead of the 80% allowance if one of the days to which he is entitled to 80% pay happens to fall on one of the above-mentioned holidays.

SEVERANCE PAY

Payment of severance pay to any classification of employee is handled individually and is subject to administrative decision. However, prior to awarding of any severance pay amounting to more than one-half of the employee's monthly earnings, approval of the Atomic Energy Commission will be obtained.

TRANSPORTATION, MOVING & SUBSISTENCE ALLOWANCES

Transportation, moving and subsistence expenses incurred by an employee following transfer to new headquarters on temporary or permanent assignment are allowed as follows:

	<u>Transportation Allowance</u>	<u>Subsistence Allowance</u>	<u>Moving Allowance</u>	<u>Remarks</u>
New Employee Applicants	Yes	Yes	If hired.	Refers to highly technical positions. Prior AEC approval required. Actual transportation costs plus \$5.00 per day subsistence.
New Employee and Immediate Families	Yes	Yes	Yes	Refers to highly technical positions. Prior AEC approval required. Regular allowances.
Employee & Immediate Family - upon transfer of permanent headquarters	Yes	Yes	Yes	Costs to be shared. 60% AEC, 40% contractor.
Former employees who are being rehired	Yes	Yes	Yes	Costs to be shared. 60% AEC, 40% contractor. Prior AEC approval required for those who have been separated for more than 1 year.
Transfer of Employee on temporary assignment	Yes	Yes	Yes	Costs to be shared. 60% AEC, 40% contractor.
If temporary assignment is made permanent - employee & immediate family	Yes	Yes	Yes	Costs to be shared. 60% AEC, 40% contractor.
Return to point of origin for completion of moving arrangements - new employee or employees whose permanent headquarters are transferred.	Yes - one	Yes	--	Costs to be shared. 60% AEC, 40% contractor.

Transportation allowances are made for:

Train: First Class Railroad Fare, Pullman Fare, Taxi, Any Public Transportation, Baggage, and Baggage Transfer.

Air: Airline Fares Between Airports, Limousine, Taxi, Any Public Transportation, Baggage, and Baggage Transfer.

Private Auto: 7¢ per mile per auto, not to include ferry fares, bridge road or toll charges which will be reimbursed separately.

Subsistence Expenses are allowed to those employees transferred to new permanent headquarters who because of critical housing conditions must temporarily maintain two residences; this expense allowance is approved for the period during which two residences must be maintained, but under no condition for more than **60 working days without prior ABC approval.** This expense allowance includes: (1) Actual cost of room rent; (2) Not more than \$2.50 per day to cover food allowance; (3) One round-trip weekly to last permanent headquarters; this may be provided or mileage allowance authorized.

Moving expenses include: (1) Packing, crating, and unpacking; (2) Charges for containers; (3) Insurance in transit; (4) Transportation between points of origin and destination; (5) Disconnecting and connecting special pieces of equipment and furniture; and (6) Net cost of change of automobile license plates.

TERMINATION NOTICE

The Company will provide, whenever possible, the following minimum notice of layoff because of lack of work.

Salaried Employees: 1/2 Month
Hourly Employees: 7 Days

VOTING TIME

Employees may absent themselves from work for two (2) hours during the time the polls are open on election day without being penalized, if application is made prior to such day, and provided that the company may specify the hours during which the employee may so absent himself.

An employee may serve as an election official on election day providing the company is notified in advance of election of such intention on the part of the employee.

SICK LEAVE

A. Hourly Rate Personnel

Sick leave pay is awarded to hourly rate personnel under the following conditions:

1. Employees incurring an occupational disease are compensated at 80% of their basic hourly rate of pay for a maximum of 40 hours during the first seven days of the occupational disease.
2. Employees suffering an illness diagnosed by the company physician as non-occupational will in some instances be temporarily precluded from work in any capacity. In such cases, the employee is compensated up to a maximum of 80 hours at 80% of his pay, but in no case exceeding 40 hours for any work week.
3. For any day on which an hourly rate employee is sent home following an accident occurring on the job, the employee is paid for 8 hours work on that particular day at his basic hourly rate of pay.

B. Salaried Personnel

Before awarding sick leave pay to any salaried employee in excess of one month, the matter will be referred to the Atomic Energy Commission for approval.

MILEAGE COMPENSATION

Employees using their own cars on company business are compensated at the rate of seven cents per mile regardless of the length of the trip or the weight of materials carried.

The following standard rates have been established for transportation between Luckey, Lorain, and Cleveland:

	<u>Round Trip</u>	<u>One Way</u>
Cleveland - Lorain	\$ 4.00	\$2.00
Lorain - Luckey	10.00	5.00
Cleveland - Luckey	14.00	7.00

Employees instructed by the company physician to make a trip to any destination for observation or treatment are reimbursed for cost of public transportation or for use of their own car at the usual rate of seven cents per mile.

CLOTHING ALLOWANCE

A. Cotton Clothing

As a preventive measure against industrial skin diseases, a daily change of work clothing and bath towel is furnished at company expense to all employees of certain departments in the Luckey, Lorain, and Cleveland plants whose duties require them to handle or be continually exposed to chemicals which may be harmful to the skin. Employees whose duties require them to handle or be exposed to such chemicals only occasionally are furnished only two or three changes of clothing and towels weekly.

Employees who may be sprayed with harmful liquid solution or whose clothing becomes extremely contaminated during their work day may be given additional changes of clothing as required in any one work day and provisions made for the employee to take a shower on company time.

B. Wool Clothing

In departments where sulphuric acid is used in process work wool clothing is necessary. Because of difficulties experienced in obtaining wool clothing and the high cost of such clothing, the policy is to pay one-half the original cost of this clothing and all dry cleaning or laundry costs.

Employees are required to turn in wool clothing for laundry or dry cleaning through the company stockroom.

Daily changes of towels are also furnished employees of these departments.

C. Gloves

Cloth, leather, or rubber gloves are furnished employees at a nominal fee with the company paying the balance of the cost. New gloves are issued as required - again for the nominal fee - upon the return of the used gloves to the stockroom. If the employee is not able to turn in a pair of gloves for exchange, then he is charged the full price for the gloves based upon company cost.

D. Safety Equipment

Each operator or employee is furnished goggles and respirators at company expense, together with all cartridge replacements as required. Sleeve gauntlets, rubber aprons, asbestos coats, hoods, and other specific protective equipment for both laboratory and production employees are furnished at company expense.

GROUP LIFE INSURANCE

Group life insurance is available to all employees after they have completed one month's service with the company. The amount of insurance which each employee may possess depends solely upon his job classification as outlined below:

<u>Classification of Employees</u>	<u>Amount of Insurance</u>
Officers and Plant Managers	\$2,000.00
Department Heads	1,500.00
Research Engineers, Chemists Assistant Department Heads	1,000.00
All other Employees	500.00

On each anniversary of an employee's employment following the date the employee becomes insured, he shall be insured for the basic amount of insurance to which he is entitled plus 20% of said basic amount of insurance for each completed full year of continuous active service, but in no event shall the employee receive credit for more than five years of continuous active service with respect to the computation of the amount of additional insurance he may receive under the group policy.

If the employee's classification with respect to his occupation changes, he shall be insured on the date of change in such classification for the basic amount of insurance determined in accordance with such new classification plus 20% of said basic amount for each completed full year of continuous active service, if any.

The cost of this group life insurance is shared by the employer and employee, each employee paying 30¢ per month for each \$500.00 basic insurance to which he is entitled.

MERIT INCREASES AND PROMOTIONS

Merit increases will not exceed 15% per individual per calendar year without the approval of the Atomic Energy Commission. Promotions will be limited to a 15% increase in basic earnings or to the minimum of a new rate range, whichever is higher, unless approval for such promotion is authorized by the Atomic Energy Commission.

SALARY APPROVALS

Salary approvals up to and including \$8,000.00 will be the responsibility of the company. Salaries of more than \$8,000.00 will be submitted to the Atomic Energy Commission for prior approval on Form AEC 37.

VACATIONS

A. Hourly Rate Employees

Hourly rate employees are eligible for one week's vacation with pay after having completed one year's continuous service. Hourly rate employees are eligible for two weeks' vacation with pay after having completed five or more years' continuous service.

Hourly rate employees eligible for vacations are paid at the rate in effect at the time of the beginning of the vacation period and on the basis of 40 hours' pay for each week of vacation granted.

B. Salaried Employees

Any salaried employee becomes eligible for one week's vacation with pay after having completed six months' continuous service.

Any salaried employee becomes eligible for two weeks' vacation after having completed one or more years' continuous service.

Salaried employees granted vacations are paid at the basic salary in effect at the time their vacation period begins.

C. General Provisions

Eligible employees who resign during the vacation period are awarded vacation pay providing they give two weeks' notice of intended termination.

Eligible employees who are laid off during the vacation period are awarded vacation pay.

MILITARY LEAVE

Employees who are members of the National Guard or of a reserve component of the Army, Navy, Marine Corps, or Coast Guard shall be granted temporary military leave when called to active duty and shall be reimbursed in accordance with the following provisions:

1. To be eligible for reimbursement, an employee must have completed at least 12 months' active service with the Company. If, however, 12 months' active service has not been completed, military leave may be granted without reimbursement.
2. If an employee is eligible for reimbursement in accordance with the provisions of Paragraph 1, he will receive \$5.00 per day for each scheduled working day absence because of military leave, but in no case shall his reimbursement exceed \$25.00 in any work week or \$50.00 in any calendar year.

IV. DAVIS-BACON MINIMUM WAGE RATES (Referred to in Article II-H)

For construction work at Luckey,
Wood County, Ohio.

	<u>Per Hour</u>
Air tool op. (jackhammermen, vibrator)	\$1.745
Asbestos workers	2.25
" " improvers:	
1st year	1.25
2nd "	1.35
3rd "	1.50
4th "	1.75
Boilermakers	2.40
" helpers	2.275
Bricklayers	2.00
" apprentices	
1st 6 months 50% of journeymen's rate	
2nd " " 55% " " "	
3rd " " 60% " " "	
4th " " 65% " " "	
5th " " 70% " " "	
6th " " 75% " " "	
7th " " 85% " " "	
8th " " 95% " " "	
Carpenters, journeymen	2.175
" apprentices:	
1st 6 months 50% of journeymen's rate	
2nd " " 55% " " "	
3rd " " 60% " " "	
4th " " 65% " " "	

				<u>Per Hour</u>
Carpenters, apprentices cont..				
	5th 6 months	70%	of journeymen's rate	
	6th " "	75%	" " "	
	7th " "	80%	" " "	
	8th " "	85%	" " "	
Cement finishers				2.40
Electricians				2.40
"	apprentices:			
	1st 6 months	50%	of journeymen's rate	
	2nd " "	55%	" " "	
	3rd " "	60%	" " "	
	4th " "	65%	" " "	
	5th " "	70%	" " "	
	6th " "	75%	" " "	
	7th " "	80%	" " "	
	8th " "	85%	" " "	
Elevator constructor				2.395
"	" helper			1.66
Glaziers				1.90
Iron workers, structural				2.40
"	" ornamental			2.40
"	" reinforcing			2.205
Laborers, building				1.60
"	unskilled			1.60
Lathers				2.40
Marble setters				1.875
Mason tenders				1.72
Painters, brush				1.875
"	spray			2.025
"	structural steel			1.875
Piledrivermen				2.175
Pipe layers				1.835
Plasterers				2.40
Plumbers				2.375
"	apprentices:			
	1st 6 months	25%	of journeymen's rate	
	2nd " "	30%	" " "	
	3rd " "	35%	" " "	
	4th " "	40%	" " "	
	5th " "	45%	" " "	
	6th " "	50%	" " "	
	7th " "	57-1/2%	" " "	
	8th " "	65%	" " "	
	9th " "	72-1/2%	" " "	
	10th " "	80%	" " "	
Power equipment operators:				
	Cranes, all types			2.40
	Hoes			2.40
	Cableways			2.40
	Draglines			2.40
	Keystones			2.40

	<u>Per Hour</u>
Power equipment operators cont...	
Power shovels	2.40
Combination mixer and tower	2.40
Floating equipment, all types	2.40
Locomotives, standard gauge	2.40
Derricks	2.40
Air compressors on steel erection	2.40
Mixer, paving (double drum)	2.40
Piledrivers	2.40
Bulldozers	2.15
Elevating grader and Euclid loader	2.15
Air compressors, plant	2.15
Power grader	2.15
Welders on gas or electric	2.15
Trench machines	2.15
Mixers, paving 27" and over (single drum)	2.15
Power scoops, scrapers	2.15
Hoisting engines	2.15
End loaders	2.15
Concrete pumps	2.025
Compressors on building construction	2.025
Rollers, asphalt	2.025
Asphalt plant engineers	2.025
Asphalt pavers	2.025
Pumps (4" and over discharge)	2.025
Power boiler (over 15 lb.)	2.025
House elevators	2.025
Mixers, one bag capacity (side loader)	2.025
Conveyors used for handling building material	2.025
Mixers, concrete capacity more than one bag	2.025
Locomotives, narrow gauge	2.025
Road widening trencher	2.025
Concrete spreading machine	1.825
Crushers	1.825
Backfillers	1.825
Compressors, portable (sewer, heavy, highway)	1.825
Rollers, brick, grade, macadam	1.825
Clefplanes	1.825
Finishing machines	1.825
Plant mixers	1.825
Form trenchers	1.825
Bull floats	1.825
Tractors (pulling sheepfoot roller or grader)	1.825
Apprentice engineers (oilers, helpers, signalmen)	1.65
Firemen	1.65
Roofers	2.125
Sheet metal workers	1.725
Steam fitters	2.375
" " apprentices:	
1st 6 months 25% of journeymen's rate	
2nd " " 30% " " "	

Steam fitters apprentices cont..

Per Hour

3rd 6 months	35%	of journeymen's rate
4th " "	40%	" " "
5th " "	45%	" " "
6th " "	50%	" " "
7th " "	57-1/2%	" " "
8th " "	65%	" " "
9th " "	72-1/2%	" " "
10th " "	80%	" " "

Stone masons	2.00
Terrazzo workers	1.875
Tile setters	1.875
Truck drivers:	
Dump	1.15
Semi-dump	1.25
Flat bottom	1.15
Welders -- receive rate prescribed for craft performing operation to which welding is incidental.	
Laborers, concrete	1.60

NOTE: As to the employees covered by this subdivision IV, the provisions of subdivision III of this Appendix shall apply only to the extent specifically approved by the Commission in writing.

APPENDIX "B" OF CONTRACT NO. AT(30-1)-541

Examples of Items of Non-reimbursable Costs.

Irrespective of whether the particular costs are treated by the Contractor as direct or indirect, the following items of cost are considered non-reimbursable, except as indicated:

- (a) Advertising, except "help wanted" advertising, and advertising in trade and technical journals.
- (b) Amortization or depreciation of (1) unrealized appreciation of values of assets, or (2) assets fully amortized or depreciated on the contractor's books of account.
- (c) Bad debts (including expenses of collection) and reserves for such debts.
- (d) Commissions and bonuses (under whatever name) in connection with obtaining or negotiating for a Government contract.
- (e) Contingency reserves.
- (f) Contributions and donations.
- (g) Dividend payments.
- (h) Entertainment.
- (i) Federal taxes on income and excess profits.
- (j) General research, unless specifically provided for elsewhere in the contract.
- (k) Interest on borrowings (however represented), bond discount and expenses, and financing charges.
- (l) Legal, accounting and consulting services and related expenses incurred in connection with organization or reorganization, prosecution of patent infringement litigation, defense of anti-trust suits, and the prosecution of claims against the United States.
- (m) Losses from sales or exchanges of capital assets, including investments.
- (n) Losses on other contracts.
- (o) Maintenance, depreciation and other costs incidental to excess facilities (including machinery and equipment) other than reasonable standby facilities.

(p) Premiums for insurance on the lives of directors, officers, proprietors or other persons, where the Contractor is the beneficiary directly or indirectly.

(q) Selling and distribution activities not related to the contract products.

(r) Taxes and expenses in connection with financing, re-financing, or refunding operations, including the listing of securities on exchanges.