

~~SECRET~~

~~WOLVERINE TUBE DIVISION~~

MUC-36-2
This document consists of _____
pages and _____ figures
No. _____ of _____ copies, Series _____

SERVICE and Supply
CONTRACT NO. 7401-37-4

This subcontract is entered into this 2nd day of June 1943, by and between the University of Chicago, a corporation not for pecuniary profit organized under the laws of the State of Illinois, located in Chicago, Illinois, (hereinafter called the "Contractor"), and the Calumet and Hecla Consolidated Copper Company (Wolverine Tube Division) organized under the laws of the State of Michigan, located in Detroit, Michigan, (hereinafter called the "Subcontractor").

WHEREAS, the Contractor has heretofore entered into a contract with the United States of America (represented by its duly authorized Contracting Officer) under contract designated as No. W 7401- eng. 37, supplements thereto and extensions thereof, to perform certain work as therein specified, and

WHEREAS, the Contractor desires the Subcontractor to conduct certain studies and perform certain experimental investigations hereinafter specified, said work being within the scope of the aforesaid prime contract:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I -- SUBJECT WORK

The Subcontractor shall with the utmost dispatch and in accordance with the instructions of the Contractor supply the necessary personnel and facilities for and conduct studies and experimental investigations in connection with development of methods of fabrication of metallic tubing of various cross-sections and application to production of metallic sheaths.

1. The Subcontractor shall furnish the use of its extrusion press and the necessary personnel and equipment for the operation of said press, and such additional personnel as may be required to develop methods of fabrication of metallic tubing of various cross-sections, and application to the production of metallic sheaths.
2. In consideration of the Subcontractor's undertaking hereto, the Subcontractor shall receive the sum of:
 - (a) for use of extrusion press, including all direct and indirect labor costs, cost of operation and maintenance of said press, and all insurance and overhead, -
at a rate per hour - - - One Hundred Dollars - - - \$100.00
 - (b) for any material drawn from stock, fabricated, or specially supplied or extruded, the ordinary normal sale or lot price, shipped collect, without any additional handling charge or other expense of any kind on the said material to the Contractor.

Classification Cancelled

~~Or Changed To~~

By Authority of DOC

By Jed Davis Date 8-28-85

~~SECRET~~

This document contains information affecting the National defense of the United States within the meaning of the Espionage Act, U. S. C. 50: 31 and 32. Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law.

(c) For other services as furnished, the Subcontractor shall receive payment on an actual cost basis at the following rates including all overhead:

Experimental & Development	(#85)	\$ 4.58	per hour
Drafting & Engineering	(#77)	2.01	per hour
Copper Tube Drawing	()	3.35	per hour
Brass Tube Drawing	()	3.94	per hour
Tool Room Work	(#73)	2.45	per hour
Millwrights	(#72)	2.23	per hour
Inspection	(#48)	2.13	per hour
Purchasing	(---)	2.11	per hour
Technical	(#75)	2.10	per hour

Note: In connection with the above hourly rates, the overhead for each department is computed on an hourly rate and the rate expressed is the total charge for the direct labor and overhead.

(d) Reimbursement for all necessary travel expenses as authorized by the Contractor.

(e) Reimbursement for the cost of all telegraph and telephone expenses.

Note: The rates and terms specified above will constitute full compensation to the Subcontractor for all work and services to be performed hereunder.

ARTICLE II -- TERM

The Subcontractor shall proceed with the subject work until 30th June 1944, or until such later date as may be authorized in writing by the Contractor and agreed to by the Subcontractor; such completion date in no event, however, to extend beyond the date of termination of prime contract No. W 7401- eng. 37.

ARTICLE III -- PAYMENTS

The Subcontractor shall be paid at the end of each calendar month or as soon thereafter as practicable at the rates stipulated herein for services rendered, less deductions if any, as herein provided, upon the submission of properly certified and correct invoices or vouchers prepared in quintuplicate, and bearing code description number of this subcontract (W 7401- eng. 37- 4).

The total estimated cost of this contract for the period from 2nd June 1943 to 30 June 1944, is twenty-nine thousand five hundred dollars (\$29,500.00). The Subcontractor shall not be obliged to proceed with the work when that amount of cost is incurred unless additional authorization to incur costs is made by the Contractor.

ARTICLE IV -- ASSIGNMENT OF RIGHTS HEREUNDER

Neither this subcontract nor any interest therein or claim thereunder shall be assigned or transferred by the Subcontractor to any other party or parties.

ARTICLE V -- CHANGES

The Contractor may at any time, by written order, issue additional instructions or require additional work or services to be performed hereunder by the Subcontractor with the written consent of the Subcontractor, or direct the omission of work or services covered by this subcontract. If such changes cause a material increase or decrease in the amount or character of the work or services to be performed under the subcontract, the subcontract shall be modified in writing accordingly.

ARTICLE VI -- PATENTS

It is understood and agreed that whenever any discovery or invention believed to be new is made by the Subcontractor or its employees in the course of the services called for in this subcontract, the Subcontractor agrees to keep witnessed and dated written records of all such discoveries and inventions and shall promptly furnish the Contractor with complete information thereon and the Contractor shall have the sole power to determine whether or not a patent application shall be filed and to determine the disposition of the title to and the assignment of rights under any application or patent that may result. It is further understood and agreed that the judgment of the Contractor in such matters shall be accepted as final, and the Subcontractor 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 Contractor. The Subcontractor agrees it will include the provisions of this paragraph in all contracts of employment with persons who do any part of the services called for in this subcontract. Any patent applications filed on such discoveries or inventions shall be prepared and prosecuted without expense to the Subcontractor.

ARTICLE VII -- SAFEGUARD OF INFORMATION

It is understood that disclosure by the Subcontractor or its employees of information relating to the services contracted for hereunder to any person not entitled to receive it, or failure to safeguard all secret, confidential and restricted matter that may come to the Subcontractor or any person under its control in connection with the subject services under this subcontract, may subject the Subcontractor, its agents, employees and subcontractors to criminal liability under the laws of the United States. (See Title I of an Act approved June 15, 1917, 40 Stat. 217; 50 U.S.C. 30-42), as amended by an Act approved March 23, 1940 54 Stat. Chap. 72); and the provisions of an Act approved January 12, 1938 (52 Stat. 3; 50 U.S.C., Supp. V 45-45d) as supplemented by Executive Order No. 8381, dated March 22, 1940, 5 F.R. 1147 D.I.

ARTICLE VIII -- ESPIONAGE OR SABOTAGE

The Subcontractor shall immediately submit a confidential report to the Contractor whenever for any cause it has reason to believe that there is an active danger of espionage or sabotage affecting any of the work hereunder.

ARTICLE IX -- EMPLOYMENT OF ALIENS

The Subcontractor shall not employ any alien on or permit any alien to have access to the plans, specifications, or services hereunder without the written consent of the Contractor as to each such alien.

ARTICLE X -- EMPLOYEE ORIGIN

The Subcontractor, whenever requested by the Contractor, shall report to the Contractor the citizenship, country of birth, or alien status of any or all of its employees at the site of, or having access to, any of the services hereunder.

ARTICLE XI -- EXCLUSION OF UNDESIRABLES

The Subcontractor shall not employ, or continue the employment of, any person or persons designated by the Contractor as undesirable to have access to the premises where the services of the Subcontractor are being performed hereunder, and the Subcontractor shall exclude any person or persons so designated by the Contractor from such premises.

ARTICLE XII -- PROPERTY ACQUIRED AND USED

In the event the rate or charges specified herein to be paid to the Subcontractor include an allowance for property to be especially acquired for the carrying out of the services herein provided for, title to all such property shall vest in the Contractor. Also, title to all materials, supplies, apparatus, equipment, or other property which may be furnished by the Contractor to the Subcontractor hereunder to facilitate the carrying out of the services herein provided for shall remain in the Contractor and all such property, etc., shall be used by the Subcontractor only for the purposes approved by the Contractor.

ARTICLE XIII -- VISIT, INSPECTION, AND REPORT OF PROGRESS

a. The Subcontractor whenever requested shall permit an authorized representative of the Contractor to visit the site of the work at all reasonable hours and inspect the Subcontractor's performance hereunder.

b. In the event the services being performed by the Subcontractor hereunder are found to be deficient, or otherwise not in conformity with specifications, requirements, and/or instructions as negotiated hereunder, the Contractor shall have the right to reject such services or require their correction without additional cost to it.

c. The Subcontractor shall report the progress of performance hereunder from time to time as requested by the Contractor; and shall furnish a complete report of its findings and conclusions upon completion of its undertakings herein. Such report shall be furnished in such quantities and form as may be required by the Contractor.

ARTICLE XIV -- DATA REGARDING PERFORMANCE

- a. All drawings, designs, specifications, data and memoranda of every description relating to the services or any part thereof are to become the property of the Contractor upon completion thereof, subject to the right of the Subcontractor to retain duplicates thereof for use as records only, and the Contractor shall have full right to use said drawings, designs, specifications, data and memoranda in any manner when and where the Contractor may designate without any claim on the part of the Subcontractor for additional compensation. A complete list of the duplicates of classified records retained by the Subcontractor shall be furnished to the Contractor.
- b. All drawings, designs, specifications, data and memoranda of every description concerning the subject services shall be delivered to the Contractor when requested by the Contractor; and, furthermore, access to such drawings, designs, specifications, data and memoranda as may contain classified information shall be restricted to trusted and duly authorized representatives of the Contractor and the Subcontractor, except as otherwise specifically authorized in writing by the Contractor.

ARTICLE XV -- INSURANCE

The Subcontractor shall take out and maintain the following insurance during the period of this contract, at his own cost and expense:

- a. Public Liability Insurance - insuring the Contractor and the Subcontractor, and the Board of Trustees of the Contractor, individually and collectively, written by a company approved by the Contractor in amounts of \$100,000.00 to \$500,000.00.
- b. Workmen's Compensation Insurance - with occupational diseases endorsement, written by a company approved by the Contractor in unlimited amount for the protection of the Subcontractor against claims under the Workmen's Compensation and Occupational Diseases Acts of the State of Michigan.

Before undertaking any work hereunder the Subcontractor will cause to be delivered to the Contractor certificates of the insurance companies as to the particulars of the insurance hereinabove referred to, which certificates shall contain a provision that such insurance will not be cancelled by lapse of time or otherwise except upon five (5) days prior written notice to the Contractor, sent by United States Registered Mail, postage prepaid, addressed to the Contractor, attention of W. B. Harrell Business Manager, 956 East 58th Street, Chicago, Illinois.

ARTICLE XVI -- EIGHT-HOUR LAW

The Subcontractor shall compensate laborers and mechanics for all hours worked by them hereunder in excess of eight (8) hours in any one calendar day at a rate not less than one and one-half times the basic rate of pay of such laborers and mechanics.

ARTICLE XVII -- ANTI-DISCRIMINATION

The Subcontractor shall not discriminate in any act performed hereunder against any citizen on the ground of race, creed, color, or national origin.

ARTICLE XVIII -- CONVICT LABOR

The Subcontractor shall not employ any person undergoing sentence or imprisonment at hard labor.

ARTICLE XIX -- OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner shall be admitted to any share or part of this subcontract or any benefit that may arise therefrom, but this provision shall not be construed to extend to this subcontract if made with a corporation for its general benefit.

ARTICLE XX -- COVENANT AGAINST CONTINGENT FEES

The Subcontractor warrants that it has not employed any person to solicit or secure this subcontract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Contractor the right to annul the subcontract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by the Subcontractor upon contracts of sale secured or made through bona fide established commercial or selling agencies maintained by the Subcontractor for the purpose of securing business.

ARTICLE XXI -- DISPUTES

All disputes concerning questions of fact arising under this subcontract which are not disposed of by mutual agreement shall be decided by the Contracting Officer under the prime contract, whose decision in writing shall be final and conclusive.

ARTICLE XXII

It is understood that this is a subcontract under the prime contract hereinabove referred to, and by reason thereof subject to all the terms, conditions and limitations imposed by such prime contract, including the condition that the effectiveness of this subcontract is subject to the prior written approval of the contracting officer in said prime contract or his duly authorized representative. Inasmuch as the prime contract is a contract of classified nature and the terms thereof have not been revealed to the Subcontractor, it is expressly understood and agreed by the parties hereto that this Article does not obligate the Subcontractor financially or in accountability for property, materials or supplies to an extent beyond what is specifically made the obligation of the Subcontractor in this subcontract.

IN WITNESS WHEREOF, the Contractor and the Subcontractor have caused this subcontract to be signed and sealed, intending to be legally bound thereby.

THE UNIVERSITY OF CHICAGO

By W. B. Harrell (SEAL)
Business Manager W. B. Harrell

WOLVERINE TUBE DIVISION
Calumet and Hecla Consolidated Copper Company
1411 CENTRAL AVENUE
DETROIT, MICHIGAN

APPROVED:

By Otto Z. Klopsch (SEAL)
Otto Z. Klopsch

C. L. Karl
Contracting Officer
C. L. Karl, Captain, C. E.
Authorized Representative
of the Contracting Officer

~~SECRET~~

This document consists of 1 pages
No. 1 of 4 copies, series 2

ARMY SERVICE FORCES
UNITED STATES ENGINEER OFFICE
MANHATTAN DISTRICT
CHICAGO AREA OFFICE
P. O. BOX 6140 A
CHICAGO 80, ILLINOIS

MI. 5

24 July 1945

IN REPLY
REFER TO

EIDM CGA 311
7401-37-4

Subject: Wolverine Tube Division - Subcontract No. 7401-37-4
Supplemental Agreement No. 4

To: The District Engineer, U. S. Engineer Office, Manhattan
District, Oak Ridge, Tennessee

Attention: Contract Section

There is inclosed herewith for your files, Supplemental
Agreement No. 4 to subject subcontract entered into by The University
of Chicago under Principal Contract No. W-7401 eng-37.

J. H. MCKINLEY
Captain, Corps of Engineers
Area Engineer

Incl.:
Cys. 3, 4 & 5 of Sup. Agmt. #4

MD. 10-7401-2019-37

SJS No. 4,
Cont. W-7401-eng-37
Dr. H-566-7
Contract Files

Classification Cancelled
~~Or Changed To~~
By Authority of DDC
By Ted Davis Date 8-28-85

~~SECRET~~

ARMY SERVICE FORCES
UNITED STATES ENGINEER OFFICE
MANHATTAN DISTRICT
CHICAGO AREA OFFICE
P. O. Box 6140 A
CHICAGO 80, ILLINOIS

12 February 1946

IN REPLY
REFER TO EIDM CGA 33
7401-37-4


Subject: Notice of Termination - Subcontract No. 7401-37-4,
The Wolverine Tube Division

To: The District Engineer, U. S. Engineer Office, Manhattan
District, Oak Ridge, Tennessee

Attention: Contract Section

There is inclosed herewith for your files, Notice of
Termination to Service & Supply Subcontract No. 4, entered into
by The University of Chicago under Prime Contract No. W-7401 eng-37.

Incl.: OK LNR.
Cys. 3, 4 & 5 of Notice of
Term.


T. S. CHAPMAN
Captain, Corps of Engineers
Acting Area Engineer

MANHATTAN ENGINEER DISTRICT
File No. Man. W-7401-Eng-37 Sub # 4

METALLURGICAL PROJECT FORM MP-73
The University of Chicago
Chicago, Illinois

This document consists of 1
pages and 0 figures
No. 5 of 15 copies, Series A

NOTICE OF TERMINATION OF SUBCONTRACT

Contract No. 7401-37- 4

To: Wolverine Tube Division, Subcontractor
1411 Central Avenue (Att. Mr. H. Y. Bassett, Mgr.)
Detroit 9 Michigan

Gentlemen:

You are hereby notified that by reason of
mutual agreement, the
certain subcontract between you and The University of Chicago
dated June 2, 1943, and bearing descriptive number
above indicated, is terminated as of the 31st day of January,
1946.

According to our records, all financial obligations
to you have been paid in full.

Dated at Chicago, Illinois, this 30th day of January,
1946.

THE UNIVERSITY OF CHICAGO

By J. W. Danell
Business Manager

~~SECRET~~

MUC-50-1746

This document consists of 3 pages and 0 figures
No. 5 of 10 copies, Series A

Metallurgical Project Form MP-29
The University of Chicago
Chicago, Illinois

Contract #7401-37-4
June 13, 1945
date

Agreement No. 4 for the

Extension of Service & Supply Subcontract # 7401-37-4 dated June 2, 1943

By and between

The University of Chicago, of Chicago, Illinois as "The Contractor"
and The Calumet and Hecla Consolidated Copper Company (Wolverine Tube Division)
of Detroit 9, Michigan as the "Subcontractor."

Wolverine Tube Division
1411 Central Avenue
Detroit 9, Michigan

Attn: Mr. H. Y. Bassett, Mgr.

Dear Sirs;

1. Under and by virtue of Article V of the above-described Subcontract NO. 7401-37-4, and upon the considerations therein expressed The University of Chicago, as Contractor, hereby authorizes and requests Calumet & Hecla Consolidated Copper Co. (Wolverine Tube Div) as Subcontractor, to extend certain provisions of said Subcontract as follows:

- A. Work (No change)
- B. Contract Period (Article II) The termination date of Subcontract #7401-37-4 shall be extended from June 30, 1945 to June 30, 1946.

Provided, however, that in no event shall this aforesaid extended termination date extend beyond the date of termination of the Contractor's prime contract No. W-7401-Eng.37, and supplements thereto.

- C. Limitation upon costs (Article III) No change.

Classification Cancelled
~~Or Changed To~~
By Authority Of D.C
By Jed Davis Date 8-28-85

10-26-44

~~SECRET~~

This document contains information affecting the National defense of the United States within the meaning of the Espionage Act, U. S. C. 18, 51 and 52. Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law.

- D. Other: The changes and additions as specified in Schedule "A" attached hereto and made a part hereof are added to Subcontract #7401-37-4.
- 2. Otherwise, all other terms, provisions, and/or conditions of said Subcontract are to continue in full force and effect.

Witnessed:

THE UNIVERSITY OF CHICAGO

Mildred Custer
Name

By W.D. Harrell (Seal)
Business Manager

Chicago, Ill.
Address

s/ W.D. Harrell

s/ Mildred Custer, Chicago, Ill.

- 3. We (I) hereby agree to the extension of the aforesaid Subcontract # 7401-37-4 as described in paragraphs #1 and #2 hereinabove.

The Calumet and Hecla Consolidated
Copper Co. (Wolverine Tube Division)

Witnessed:

By H. Y. Bassett

V. D. Hanna
Name

Title General Manager

s/ H. Y. Bassett General Manager

1411 Central Avenue
Address

Detroit, Michigan
s/ V. D. Hanna

Dated at Detroit, Michigan this 12th day of July, 1945

- 4. Approved:

J. H. McKinley
Contracting Officer

J. H. McKinley, Captain, C. E.
Authorized Representative
of the Contracting Officer.

10-26-44

Service & Supply Subcontract

Subcontract No. 7401-37- 4
Supplemental Agreement No. 4

SCHEDULE A

The following changes and additions are hereby added to Subcontract No. 7401-37-4 and made a part thereof:

- A. Article V - ASSIGNMENT OF RIGHTS HEREUNDER is deleted in its entirety and the following is added:

Article V - SUBLETTING - ASSIGNMENT

1. No part of this subcontract shall be sublet except with the expressed prior written approval of the Contracting Officer.

2. Neither this subcontract nor any interest therein, or claim thereunder shall be assigned, or transferred by the Subcontractor to any other party or parties, except that the whole or any part thereof is assignable to the Government, provided that, in the event of such assignment to the Government, this subcontract may continue in full force and effect, notwithstanding the termination of the prime contract.

- B. Article XXIII - TERMINATION - as follows is added thereto and made a part thereof:

Subject to the approval or at the direction of the Contracting Officer, the Contractor shall have the right to terminate this subcontract at any time by a written notice to the Subcontractor whenever such termination is determined by the Contracting Officer to be in the best interests of the Government.

- C. Article VI - SAFEGUARD OF INFORMATION is deleted in its entirety and the following is added thereto and made a part thereof:

Article XXIV - DISCLOSURE OF INFORMATION

It is understood that disclosure of information relating to the work contracted for hereunder to any person not entitled to receive it, or failure to safeguard all secret, confidential and restricted matter that may come to the Subcontractor or any person under his control in connection with the work under this subcontract, may subject the Subcontractor, his agents, employees, and Sub-subcontractors to criminal liability under the laws of the United States. See Title 1 of an Act approved June 15, 1917 (40 Stat. 217; 50 U.S.C. 31-42), as amended by an Act approved March 28, 1940 (54 Stat. 79); and the provisions of an Act approved Jan. 12, 1938 (52 Stat. 3; 50 U.S.C. 45-45d), as supplemented by Executive Order No. 8381, dated March 22, 1940, 5 F.R. 1147.

~~SECRET~~

MUC-30-812
This document consists of 1 pages and 0 figures
No. 5 of 10 copies, Series W

Metallurgical Project Form MP-29
The University of Chicago
Chicago, Illinois

August 15, 1944
Date

Agreement No. 3 For The
Supplement to Service and Supply Subcontract #7401-37-4 Dated June 2, 1943
By and Between
The University of Chicago, of Chicago, Illinois as "The Contractor"
and The Calumet and Hecla Consolidated Copper Company (Wolverine Tube Division)
of Detroit, Michigan As "The Subcontractor".

Wolverine Tube Division
1411 Central Avenue
Detroit 9, Michigan

For the attention of:
Mr. Otto Z. Klopsch, Vice President
and General Manager

Dear Sirs:

1. Under and by virtue of Article V of the above-described subcontract #7401-37-4 and upon the considerations therein expressed The University of Chicago, as Contractor, hereby authorizes and requests Calumet & Hecla Consolidated Copper Co. (Wolverine Tube Division), as Subcontractor, to extend certain provisions of said subcontract as follows:

- A. Work (Article I paragraph #1 and paragraph #2) To amend Article I, paragraph #1 to include the use of subcontractors piercing mill including the necessary personnel and equipment for the operation of said mill; and to amend Article I, paragraph #2 to include the use of the piercing mill under the same conditions and at the same cost rate as the extrusion press, namely \$100.00 per hour.
- B. Contract Period (No change)
Provided, however, that in no event shall this aforesaid extended termination date extend beyond the date of termination of the Contractor's prime contract No. W-7401-eng. 37, and supplements thereto.
- C. Limitation Upon Costs (No change - until required)
- D. Other: None

2. Otherwise, all other terms, provisions, and/or conditions of said subcontract are to continue in full force and effect.

Witnessed:
Mildred Custer
Mildred Custer - Chicago Illinois

THE UNIVERSITY OF CHICAGO
By: W. B. Harrell (Seal)
Business Manager W. B. Harrell

3. We (1) hereby agree to the extension of the aforesaid subcontract #7401-37-4 as described in paragraphs #1 and #2 hereinabove.

Witnessed:
C. Wayne Brownell
C. Wayne Brownell
Detroit, Michigan

Calumet and Hecla Consolidated
Copper Co. (Wolverine Tube Division)
By: V. D. Hanna
Title: V. D. Hanna

Dated at Detroit, Michigan This 11 Day of Sept 1944.

4. Approved:
Carl
Contracting Officer
C. L. Karl, Captain, C. E.
Authorized Representative
of the Contracting Officer

Classification Cancelled
Or Changed To _____
By Authority Of OOC
By Jed Davis Date 8-28-85

~~SECRET~~

This document contains information affecting the National defense of the United States within the meaning of the Espionage Act, U. S. C. 50-91 and 32. Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited.

~~SECRET~~

MUC: 0-420
This document consists of 2 pages and 2 figures
No. 5 of 10 copies, Series A

METALLURGICAL PROJECT FORM MP-29
THE UNIVERSITY OF CHICAGO
CHICAGO, ILLINOIS

MAY 24, 1944

DATE

SUPPLEMENT No. 2 FOR THE

AMENDMENT AND EXTENSION OF SERVICE AND SUPPLY SUBCONTRACT # 7401-37-4 DATED JUNE 2, 1943

BY AND BETWEEN

THE UNIVERSITY OF CHICAGO, OF CHICAGO, ILLINOIS AS "THE CONTRACTOR"

AND THE CALUMET AND HECLA CONSOLIDATED COPPER COMPANY (WOLVERINE TUBE DIVISION)

OF DETROIT, MICHIGAN AS "THE SUBCONTRACTOR".

To: WOLVERINE TUBE DIVISION

FOR THE ATTENTION OF
MR. OTTO Z. KLOPSCH, VICE PRESIDENT AND
GENERAL MANAGER

1411 CENTRAL AVENUE

DETROIT 9, MICHIGAN

DEAR SIRs:

1. UNDER AND BY VIRTUE OF MUTUAL AGREEMENT RE THE ABOVE-DESCRIBED SUBCONTRACT #7401-37-4, AND UPON THE CONSIDERATIONS THEREIN EXPRESSED THE UNIVERSITY OF CHICAGO, AS CONTRACTOR, HEREBY AUTHORIZES AND REQUESTS CALUMET AND HECLA CONSOLIDATED COPPER CO. (WOLVERINE TUBE DIVISION) AS SUBCONTRACTOR, TO EXTEND CERTAIN PROVISIONS OF SAID SUBCONTRACT AS FOLLOWS:

- A. WORK (ARTICLE I - PARAGRAPH #2) TO AMEND ARTICLE I, PARAGRAPH #2, AND ADD TO IT PROVISION TO REIMBURSE THE SUBCONTRACTOR FOR WORK OR SERVICES PERFORMED OR SECURED FOR THE CONTRACTOR AS ARE REQUIRED TO ASSURE PERFORMANCE OF THE SUBJECT WORK BY THE SUBCONTRACTOR IN ACCORDANCE WITH THE CONTRACTOR'S REQUIREMENTS,--AS LISTED ON "SCHEDULE A" ATTACHED HERETO AND MADE A PART HEREOF,--RETROACTIVE TO AND EFFECTIVE AS OF JUNE 2, 1943.
- B. CONTRACT PERIOD (ARTICLE II) TO CONTINUE WITH THE SUBJECT WORK AS REQUESTED BY THE CONTRACTOR UNTIL JUNE 30, 1945, PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THIS AFORESAID EXTENDED TERMINATION DATE EXTEND BEYOND THE DATE OF TERMINATION OF THE CONTRACTOR'S PRIME CONTRACT NO. W-7401-ENG. 37, AND SUPPLEMENTS THERETO.
- C. LIMITATION UPON COSTS (ARTICLE III) THE SUBCONTRACTOR TO BE REIMBURSED FOR ITS COSTS INCURRED IN THE PERFORMANCE OF ITS UNDERTAKINGS HEREUNDER IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00)
- D. OTHER: NONE

2. OTHERWISE, ALL OTHER TERMS, PROVISIONS, AND/OR CONDITIONS OF SAID SUBCONTRACT/ARE TO CONTINUE IN FULL FORCE AND EFFECT and supplements thereto

~~Classification Canceled~~
~~Or Changed To~~

By Authority of OOC

John Davis Date 8-28-85

THE UNIVERSITY OF CHICAGO

BY: [Signature] (SEAL)
BUSINESS MANAGER "B. Harrell"

3. WE HEREBY AGREE TO THE EXTENSION OF THE AFORESAID SUBCONTRACT #7401-37-4 AS DESCRIBED IN PARAGRAPHS #1 AND #2 HEREINABOVE.

Witnessed: Granger Cook

This document contains information affecting the National defense of the United States within the meaning of the Espionage Act, U. S. C. 30, 31 and 32. Its transmission or the revelation of its contents in any manner to any unauthorized person is prohibited by law.

CALUMET AND HECLA CONSOLIDATED COPPER CO.
Granger Cook (WOLVERINE TUBE DIVISION)
Chicago, Ill

BY: [Signature]
OTTO Z. KLOPSCH

TITLE: vice pres

DATED AT DETROIT, MICHIGAN THIS 27 DAY OF May, 1944.

4. APPROVED:

[Signature]

C. L. Karl, Captain, C. E.
Authorized Representative
of the Contracting Officer

CONTRACTING OFFICER: C. L. KARL

~~SECRET~~

(attached to and made a part of Supplement #2
under Subcontract #7401-37-4 between
THE UNIVERSITY OF CHICAGO
and
CALUMET AND HECLA CONSOLIDATED COPPER CO.)

~~SECRET~~

Article I, paragraph #2

- f. Reimbursement at actual cost for necessary work or services performed by outside vendors and for purchases of materials, supplies, or equipment from outside vendors,--all for exclusive use in performance of the subject work by the subcontractor in accordance with the instructions or requirements of the Contractor.
- g. Reimbursement at actual cost for freight, express, drayage, or other transportation charges on materials sent by the Contractor or at the Contractor's direction to the Subcontractor and paid for by the Subcontractor.
- h. Reimbursement at actual cost for necessary overtime premiums paid to the Subcontractor's employees actually engaged in the performance of the subject work, provided that overtime work is required to satisfy the Contractor's needs, and provided further that allowance for such overtime premiums has not been comprised in the hourly rates specified in paragraphs #2(a) and #2(c) of this Article I.

Article I, paragraph #3

The Subcontractor provides the Contractor with a blanket certification pertaining to the authenticity of the Subcontractor's accounts and records and to invoices rendered in connection with performance of the subject work hereunder as follows:

"We hereby certify that the charges made to the Contractor by the Subcontractor for the materials, supplies, services, equipment, etc., listed on invoices resulting from performance of the Subcontractor hereunder, were required by, and were incurred in the performance of the work under Subcontract #7401-37-4, dated June 2, 1943, under Contract #W-7401-Eng.37, and that payments have been made of all amounts for which reimbursement is claimed; that reimbursement had not been received at the date claimed; that all Federal and State legal and statutory requirements pertaining to purchase, labor, production, and wage and salary orders and regulations have not been knowingly or willfully violated; and that the charges representing issues from stock or other service department costs, are those normally made for such issues or services; and that all original supporting records including payrolls, invoices, receiving reports, check registers, stock requisitions, etc. pertaining to the authenticity of the reimbursement thereby claimed and not attached to the invoices when rendered, will be kept available for inspection upon request by authorized representatives of the Contractor and/or of the United States Government, subject to the applicable statutes of limitation."

~~SECRET~~

and the Subcontractor intends to be fully and legally bound by the provisions of the blanket certification contained in this paragraph #3 of Article I.

~~SECRET~~

MUC 5C-332

This document consists of 2 pages and 0 figures No. 5 of 10 copies, Series A

METALLURGICAL PROJECT FORM MP-29
THE UNIVERSITY OF CHICAGO
CHICAGO, ILLINOIS

MAY 9, 1944

SUPPLEMENT No. 1 FOR THE
ALTERATION OF SERVICE AND SUPPLY SUBCONTRACT # 7401-37-4 DATED JUNE 2, 1943

BY AND BETWEEN

THE UNIVERSITY OF CHICAGO, OF CHICAGO, ILLINOIS AS "THE CONTRACTOR"
AND THE CALUMET AND HECLA CONSOLIDATED COPPER COMPANY (WOLVERINE TUBE DIVISION)
OF DETROIT, MICHIGAN AS "THE SUBCONTRACTOR."
TO WOLVERINE TUBE DIVISION
1411 CENTRAL AVENUE
DETROIT, MICHIGAN

FOR THE ATTENTION OF
MR. OTTO Z. KLOPSCH, GENERAL MANAGER

DEAR SIRs:

1. UNDER AND BY VIRTUE OF MUTUAL AGREEMENT RE THE ABOVE-DESCRIBED SUBCONTRACT # 7401-37-4, AND UPON THE CONSIDERATIONS THEREIN EXPRESSED THE UNIVERSITY OF CHICAGO, AS CONTRACTOR, HEREBY AUTHORIZES AND REQUESTS CALUMET AND HECLA CONSOLIDATED COPPER CO. (WOLVERINE TUBE DIVISION), AS SUBCONTRACTOR, TO ALTER CERTAIN PROVISIONS OF SAID SUBCONTRACT AS FOLLOWS:
 - A. WORK (ARTICLE I) NO CHANGE
 - B. CONTRACT PERIOD (ARTICLE II) NO CHANGE
PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THIS AFORESAID EXTENDED TERMINATION DATE EXTEND BEYOND THE DATE OF TERMINATION OF THE CONTRACTOR'S PRIME CONTRACT NO. W-7401 - ENG. 37, AND SUPPLEMENTS THERETO.
 - C. LIMITATION UPON COSTS (ARTICLE III) NO CHANGE
 - D. OTHER: TO DELETE ARTICLE VI - PATENTS, AND TO SUBSTITUTE THEREFOR THE PROVISIONS OF ARTICLE VI - PATENTS, AS ATTACHED HERETO AS "SCHEDULE A" AND MADE A PART HEREOF, - RETROACTIVE TO AND EFFECTIVE AS OF JUNE 2, 1943.
2. OTHERWISE, ALL OTHER TERMS, PROVISIONS, AND/OR CONDITIONS OF SAID SUBCONTRACT ARE TO CONTINUE IN FULL FORCE AND EFFECT.

THE UNIVERSITY OF CHICAGO

By: W.B. Harrell (SEAL)
BUSINESS MANAGER W.B. Harrell

3. WE HEREBY AGREE TO THE ALTERATION OF THE AFORESAID SUBCONTRACT # 7401-37-4 AS DESCRIBED IN PARAGRAPHS #1 AND #2 HEREINABOVE.

Classification Cancelled

~~Or Changed To~~
By Authority Of O.C.
By Jed Davis Date 8-28-85

CALUMET AND HECLA CONSOLIDATED COPPER CO.
(WOLVERINE TUBE DIVISION)

BY: O.Z. Klopsch
Otto Z. Klopsch
TITLE: Vice Pres. & Gen. Mgr.

DATED AT DETROIT MICHIGAN THIS 18th DAY OF May 1944.

4. APPROVED:
C. L. Karl
CONTRACTING OFFICER

C. L. Karl, Captain, C. E.
Authorized Representative
of the Contracting Office

This document contains information affecting the national defense of the United States within the meaning of the Espionage Act, U. S. C. §§ 31 and 32. Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law.

~~XXXXXXXXXX~~
~~XXXXXXXXXX~~

~~SECRET~~

Schedule A

(attached to and made a part of Supplement #1
under Subcontract #7401-37-4 between
The University of Chicago
and
Calumet and Hecla Consolidated Copper Co.)

ARTICLE VI -- PATENTS

"It is understood and agreed that whenever any patentable discovery or invention is made by the Subcontractor or its employees in the course of any of the work referred to in this subcontract, the Contracting Officer shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to the rights under any application or patent that may result; provided, however, that the Subcontractor, in any event, shall retain at least a non-exclusive, irrevocable, royalty-free license, with the right to grant sub-licenses, under said discovery, invention, application or patent, limited to the manufacture, use, and sale for purposes other than the purposes for which the apparatus, process and/or product manufactured and/or used by the Subcontractor, under this subcontract are now intended for use by the Government. Subject to the license retained by the Subcontractor as above provided, it is further understood and agreed that the judgment of the Contracting Officer on these matters shall be accepted as final, and the Subcontractor, for itself and for its employees, who may be obligated by the provision of this paragraph, agrees that the employee inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Contracting Officer."