

MINUTES OF  
BOARD OF REGENTS MEETING  
FEBRUARY 18, 1977

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Minutes

Board of Regents Meeting  
February 18, 1977

M79. The Board of Regents of Texas Tech University met in regular session February 18, 1977 at 8:40 a.m. in the Board of Regents Suite on campus. The following Regents were present: Dr. Judson F. Williams, Chairman, Mr. Robert L. Pfluger, Vice Chairman, Mr. J. Fred Bucy, Mr. Bill E. Collins, Mr. Clint Formby, Dr. John J. Hinchey, Mr. Charles G. Scruggs, and Mr. Don R. Workman. Regent A. J. Kemp, Jr. was absent. University officials and staff present were: Dr. Cecil Mackey, President; Dr. Glenn E. Barnett, Executive Vice President; Dr. Charles S. Hardwick, Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Mr. Bill J. Parsley, Director of Public Affairs; Dr. Clyde E. Kelsey, Jr., Vice President for Development and University Relations; Mr. Kenneth Thompson, Vice President for Administration; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Richard A. Lockwood, Vice President for the Health Sciences Centers; Dr. Monty Davenport, Senior Associate Vice President; Mr. Clifford Yoder, Assistant Vice President for Auxiliary Activities; Mrs. Freda Pierce, Secretary of the Board; Mr. Carlton B. Dodson, Resident Counsel; Mr. Norman Igo, Director of New Construction; Mr. Mike Sanders, Assistant Director of Public Affairs; Mr. Clyde J. Morganti, Assistant to the President; Ms. Sharon Nelson, Assistant to the Office of the President; Dr. Anson R. Bertrand, Dean of Agricultural Sciences; Dr. George Tyner, Dean of the Medical School; Mr. David Caffey, Administrative Intern; Mr. Charles Swift, Administrative Intern; Dr. Jacquelin Collins, Chairperson of the Executive Committee, Faculty Council; Ms. Jane Brandenberger, Director of University News; and Ms. Peggy Nodurft, Director of News and Publications, Health Sciences Centers.

Others present were: Mr. George Richie, Architect, Harwood K. Smith and Partners; Ms. Candy Sagon, Avalanche-Journal; Ms. Melissa Griggs, Editor, University Daily; Ms. Babs Greyhosky, University Daily; Mr. Skip Watson, KSEL; Mr. Tom Allen, KLBK-TV; Mr. Joe Gilbert, KCBF-TV; Ms. B. J. Hefner and Mr. Ashton Thornhill, KMCC; Ms. Ruth Foreman, President, Residence Halls Association; Mr. Pat Williams, Head Resident, Weymouth Hall; Mr. Don Hase, Ms. Belinda Slice, Ms. Kathy Erp, Ms. Kathy Cox, Mr. Richard Webb, and Mr. Ronnie Lewis, Residence Halls Association; Mr. Terry Wimmer, President and Mr. David Beseda, External Vice President, Student Association; Mr. Danny G. Koch and Mr. Alan Zeman, students.

M80. Dr. Williams called the meeting to order, and asked Mr. Kenneth Thompson to give the invocation. Dr. Williams announced that Mr. Kemp is making satisfactory progress following surgery, but was not able to attend the meeting today.

M81. Upon motion made by Mr. Collins, seconded by Dr. Hinchey, the Board by unanimous vote approved the Minutes of the regular Board meeting of December 3, 1976, and the special Board meeting of December 31, 1976.

M82. Upon motion made by Mr. Pfluger, seconded by Mr. Collins, the Board by unanimous vote approved Administrative Actions not previously acted upon by the Board, being Items 8a through 11b.

M83. Dr. Williams announced an executive session, and made the following statement: "The Board of Regents now having been duly convened in open session, and statutory notice of this meeting of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce an Executive Session of the Board to be held in compliance with Article 6252-17 Texas Civil Statutes, and this Executive Session is specifically authorized by Section 2 - Paragraphs E, F, and G, of the Statute."

M84. The Board reconvened at 10:15 a.m., and Mr. Formby reported for the Academic and Student Affairs Committee. The following nine items (M85 through M93) constitute action taken upon recommendations by that committee.

M85. Upon motion made by Mr. Formby, seconded by Mr. Collins, the Board by unanimous vote approved the following: The Board of Regents extends an invitation to continue on the faculty for one year, to the following individuals who will have reached the age of 65 before September 1, 1977: Dr. Faye L. Bumpass, Horn Professor, Classical and Romance Languages, Dr. Carl Hammer, Horn Professor and Chairperson, Germanic and Slavic Languages, Dr. Ivan L. Little, Professor and Chairperson, Philosophy, Dr. F. Alton Wade, Research Associate, The Museum.

M86. Upon motion made by Mr. Formby, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents adopts the attached resolution regarding Security Clearance; Attachment No. 1. Mr. Bucy requested the necessary clearance to be apprised of actions pertaining to classified information.

M87. Dr. Mackey gave a comprehensive report on a substantive review of the programs in the College of Agriculture, and handed out figures on the current financial status. Mr. Workman requested a report on specific facility needs, growth, and development in the College. Mr. Scruggs asked for a five-year plan relating to Pantex, and how the facility can be used constructively. Mr. Pfluger requested that the Dean with his professors define the goals of the College of Agriculture.

M88. Dr. Mackey reported on income from the Thornton Estate, and some of the choices to designate use of the funds. He stated that he would have a recommendation of the best plan within a short time, and would come to the Board with a formal proposal.

M89. At the request of Dr. Mackey, Dr. Hardwick reported on the freshman drop-out problem, and gave percentages of the reasons for leaving, according to exit interviews which are conducted. He explained that the Freshman Center has been set up for counseling students to assist in working out their problems.

M90. Dr. J. Knox Jones reported that the first five months of this year have shown a marked increase in research funding, and that the number of proposals and funded research projects are up. He explained that a team from ERDA would be on campus and in Crosbyton next week to evaluate the work which has been done on that project.

M91. Upon motion made by Mr. Formby, seconded by Mr. Bucy, the Board by unanimous vote approved the following: Resolved that the statement of general policy governing the granting of tuition scholarships as authorized by Senate Bill No. 52, Article IV, Section 30, 64th Legislature Regular Session is approved; Attachment No. 2.

M92. Upon motion made by Mr. Formby, seconded by Mr. Collins, the Board by unanimous vote approved the following: RESOLVED, that Paragraph 5 of the Texas Tech Housing Policy be amended to read:

5. "A student has successfully completed 32 or more semester hours of academic credit before the beginning of the fall semester or has lived in University residence halls for two regular semesters."

M93. Upon motion made by Mr. Formby, seconded by Mr. Collins, the Board by unanimous vote approved that the Board will have a discussion of the dormitory visitation and discipline rights and/or problems at the next Board meeting.

M94. Mr. Bucy gave the report for the Finance Committee. At his request Mr. Thompson came forward and gave a review of the bond status. He further stated that a complete composition of the bond picture is being formulated, and will be furnished to the Board upon conclusion.

M95. Dr. Hinchey gave the report for the Campus and Building Committee. The following five items (M96 through M100) constitute action taken upon the committee recommendations.

M96. Upon motion made by Dr. Hinchey, seconded by Mr. Collins, the Board by unanimous vote approved the following: RESOLVED, that the schematics and the exterior design of the Agricultural Pavilion be approved, and that authority is given to the administration to proceed with the contract documents and the receipt of bids.

M97. Upon motion made by Dr. Hinchey, seconded by Mr. Collins, the Board by unanimous vote approved the following: RESOLVED, that authority is given to Tom Mills as the architect to provide professional assistance (architectural) in developing plans and specifications for improvements in the Wiggins food facilities.

M98. Upon motion made by Dr. Hinchey, seconded by Mr. Pfluger, the Board by unanimous vote approved the following: RESOLVED, that the schematic design for renovation in certain areas of the old section of the University Center is approved, and that authority is given to the administration to proceed with the contract documents and the receipt of bids.

M99. Upon motion made by Dr. Hinchey, seconded by Mr. Pfluger, the Board by unanimous vote approved the following: RESOLVED, that the building now being constructed between the Home Economics Building and the Book Store be named the Food Science-Home Economics Building.

M100. Upon motion made by Mr. Formby, seconded by Mr. Collins, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents authorizes the Administration to take the necessary action to obtain from the Legislature the authority for the Board of Regents to make conveyances of title, rights-of-way, easements, or all of them, on Texas Tech University property along or adjacent to Quaker Avenue in Lubbock, Lubbock County, Texas to the State Highway Department and the State of Texas or the City of Lubbock, or all of them, for the right-of-way purposes and uses in widening Quaker Avenue.

M101. Mr. Pfluger gave the report for the Public Affairs, Development and University Relations Committee. At his request Mr. Parsley reported on bills which are being drafted in committees to present for legislative action. He informed the Board that the House and Senate Finance Committee hearings on higher education will be held on March 2 and 3 in Austin, and that Board representation would be beneficial.

M102. Dr. Mackey reported that the manner of accepting the Bluebonnet Bowl bid was followed according to the Board policy which was set October 16, 1975.

M103. Mr. Scruggs suggested that the criteria for granting out-of-state leaves be reviewed, and approved with discretion in order that funds and time will be well utilized.

M104. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:rc

February 18, 1977

Attachments (February 18, 1977)

1. Resolution, Security Clearance; Item M86.
2. Statement of General Policy Governing the Granting of Tuition Scholarships; Item M91.

\* \* \* \* \*

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of the Texas Tech University Board of Regents meeting on February 18, 1977.

(Mrs.) Freda Pierce, Secretary

SEAL

February 18, 1977

RESOLUTION

SECURITY CLEARANCE

WHEREAS, it has been brought to the attention of the Board of Regents of Texas Tech University with its principal office and place of business at Texas Tech University in the city of Lubbock State of Texas, that in connection with a Facility Security Clearance, the Chief Executive Officer, those other officers or officials, who are specifically and properly designated by action of the Board of Regents in accordance with the Institution's requirements, as the managerial group having the authority and responsibility for the negotiation, execution and administration of User Agency contracts and all regents are required to be cleared by the Department of Defense, unless the Board has seen fit to delegate all of its duties and responsibilities pertaining to the protection of classified information to a managerial group comprised of officers or officials of the university, and if because of this delegation the board will not be in a position to affect adversely the performance of classified contracts; and

WHEREAS, other officers or regents who shall not require access to classified information in the conduct of the university's business and who do not occupy positions that would enable them to affect adversely the university's policies or practices in performance of classified contracts, are not required to be cleared, provided the Board of Regents by formal action affirms and makes a matter of record in the organization's minutes of that executive body, that

RESOLVED: Such officers, other than those required to be cleared and all regents shall not require, shall not have, and can be effectively excluded from, access to all classified information in the possession of the university and do not occupy positions that would enable them to affect adversely the university's policies or practices in the performance of classified contracts or programs for the User Agencies. The following are members of the Board of Regents of Texas Tech University: Judson F. Williams - Chairman, Robert L. Pfluger - Vice Chairman, J. Fred Bucy, Bill E. Collins, Clint Formby, John J. Hinchey, M.D., A. J. Kemp, Jr., Charles G. Scruggs and Don R. Workman.

FURTHER RESOLVED: That Cecil Mackey - President, Glenn E. Barnett - Executive Vice President, J. Knox Jones, Jr., - Vice President for Research & Graduate Studies, Mrs. Freda Pierce - Secretary to the Board, Charles S. Hardwick - Vice President for Academic Affairs and Kenneth Thompson - Vice President of Administration are hereby specifically designated as the managerial group, having the authority and responsibility for the negotiation, execution and administration of User Agency contracts, and delegated all of the duties and responsibilities of the Board of Regents pertaining to the protection of classified information.

I, the undersigned, Secretary of the Board of Regents of Texas Tech University do hereby certify that the above is a true, correct and complete resolution duly adopted at a regular meeting of the Board of Regents of said institution held on \_\_\_\_\_ day of \_\_\_\_\_, 1977, a quorum being present and acting throughout, and is a matter of record in the minutes of this institution.

WITNESS my hand and seal of said institution this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_.

\_\_\_\_\_  
(Mrs.) Freda Pierce, Secretary

TEXAS TECH UNIVERSITY

STATEMENT OF GENERAL POLICY TO GOVERN THE  
GRANTING OF TUITION SCHOLARSHIPS AS AUTHORIZED BY  
SENATE BILL NO. 52, ARTICLE IV,  
SECTION 30, 64th LEGISLATURE REGULAR SESSION

1. Scholarships authorized by Senate Bill No. 52, Article IV, Section 30, 64th Legislature, Regular Session, shall be designated as "Tuition Scholarships."
2. Tuition Scholarships shall be processed and granted by or under the supervision of the Director of Student Financial Aid.
3. Recipients of such scholarships must be classified as "resident students" as defined by House Bill No. 265 of the 55th Legislature as amended by House Bill No. 43 of the 62nd Legislature.
4. Awards shall be based primarily on financial needs, giving consideration to the financial capacity of student's parents, and the student's own efforts to finance his or her education. The standardized need analysis used to determine eligibility for other need-based aid shall be used for determination of need.
5. Recipients must be in good standing and be making satisfactory progress in order to receive a scholarship.
6. Tuition Scholarships shall be granted to full-time students in an amount not to exceed fifty dollars (\$50.00) per semester. Such awards shall not be made for summer terms or sessions.

TEXAS TECH UNIVERSITY  
LUBBOCK, TEXAS

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TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Appointments - General Administration,  
Teaching, and Non-Classified Positions

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
1. Dr. James E. Madden Adjunct Associate Professor	Psychology	11/15/76 5/31/77	Non-salaried 6½ months
Dr. Gonzalo Cartagenova Visiting Associate Professor	Classical and Romance Languages	1/16/77 5/31/77	\$ 8,958.00 4½ months
Dr. Rodney C. Cross Visiting Associate Professor	Electrical Engineering	1/1/77 5/31/77	4,500.00 5 months (50%)
Mr. Jay Wheeler Roberts Visiting Associate Professor	Speech & Theatre Arts	1/13/77 5/31/77	6,712.00 4½ months

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Resignations and/or Terminations -  
General Administration, Teaching and  
2. Non-Classified Positions

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Dr. Louis Catuogno Associate Professor	Music	11/9/76 (Deceased)
Dr. Barbara Ann Cospers Assistant Professor	Food and Nutrition	1/15/77
Dr. Merton E. Fewell, Jr. Assistant Professor	Mechanical Engineering	1/14/77
Dr. Patricia V. Rich Assistant Professor	Geosciences	5/31/76

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Summary of Faculty and Professional Staff Appointments  
other than Professorial Ranks

3.

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or over</u>	<u>4½ months or under</u>
1. Instructor -----	-0-	2
2. Instructor (Part-time, non-student) -----	-0-	14
3. Part-time Instructor (Grad. Student) -----	-0-	17
4. Teaching Assistant -----	-0-	44
5. Other Professional Personnel -----	<u>5</u>	<u>23</u>
Total -----	<u>5</u>	<u>100</u>

TEXAS TECH UNIVERSITY  
Lubbock, Texas

4. For Information Only: Summary of Research Appointments

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or over</u>	<u>4½ months or under</u>
1. Research Associate -----	3	2
2. Research Assistant -----	<u>18</u>	<u>105</u>
Total -----	<u>21</u>	<u>107</u>

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Employment and Termination of  
Classified Personnel

5.

<u>Description</u>	<u>Appointments</u>	<u>Revisions</u>	<u>Terminations</u>
1. Clerical and Fiscal Group -----	45	30	65
2. Equipment Operators -----	11	6	10
3. Building, Grounds Services -----	29	19	49
4. Engineering, Trades Technical -----	7	6	4
5. Personnel Services, Residence Halls and Public Relations -----	24	1	19
6. Agricultural Services -----	-0-	2	-0-
7. Stores and Purchasing -----	6	1	6
8. Miscellaneous Groups -----	43	6	29
9. Food Services -----	<u>11</u>	<u>3</u>	<u>21</u>
Total -----	<u>176</u>	<u>74</u>	<u>203</u>

TEXAS TECH UNIVERSITY  
Lubbock, Texas

6. For Information Only: Official Travel

Out-of-State Travel Leaves and Certain In-State Travel Leaves:

1. Purpose of Leaves Summarized into Four Groups:	<u>Number</u>
a. To Present an Original Paper -----	25
b. To Attend a Professional Meeting -----	242
c. Trip in Conjunction with Research Project -----	23
d. Trip Required in Performance of University Duties -----	66
Total -----	<u>356</u>

2. Estimated Expenses and Source of Funds to be Used:	<u>Number</u>	<u>Estimated Amount</u>
a. From State Appropriated Funds -----	211	\$ 53,291.36
b. From Auxiliary Accounts -----	15	3,955.00
c. Gifts, Grants and/or Contract Research -----	129	42,987.84
d. From Unappropriated Funds -----	1	300.00
Total -----	<u>356</u>	<u>\$100,534.20</u>

\* Federal  
\*\* Private

TEXAS TECH UNIVERSITY  
Lubbock, Texas

(12-State Appropriated Funds  
(22-Sponsored Funds from Federal,  
Private & Other Sources

7. For Information Only: Research Budgets

RESEARCH SUPPORT

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E127 **	Lubbock County Historical Comm.	Yellowhouse Canyon Lakes Research	W. Griggs	Civil Eng.	10/01/76 10/15/77	\$14,000
22-A126 *	USDA	Biological & Economic Management Impli- cations for Big Game in West Texas	J. Mertes	Park Admin	10/01/76 3/01/79	48,090
22-A128 *	USDA	Survey of Playa Lakes on the Southern High Plains & Their Importance.....	C. Simpson J. Mertes	R&WL PA	10/01/76 8/31/78	14,364
22-A129 *	USDA	Survey of the Range & Adaptability of the Ring-Necked Pheasant on High Plains..	K. Stromborg J. Mertes	R&WL PA	10/01/76 12/31/77	4,500
22-A130 **	A&M Research Experi- ment Station	Watershed Impacts of Recreational Devel- opment in Guadalupe Mountains Nat'l Park	E. Fish M. Dvoracek	PA	10/01/76 9/30/79	100,000
22-C123	SPAG	Archeological Survey of SPAG Region	R. Campbell	Anthro.	10/14/76 5/31/77	1,973
22-C139 **	Espey, Huston & Assoc.	Plainview Project	W. Mayer-Oakes	"	11/15/76 12/15/76	3,556
22-H530 *	Dept. of Public Welfare	Training Services for Child Care Involved Persons	J. Jenkins	H & FL	9/01/76 8/30/77	12,717

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E071 *	AFOSR	Dense Plasma Heating & Radiation Generation	M.Kristiansen	Elec. Eng.	11/01/76 10/31/77	\$99,918
22-A038 **	Plains Cotton Growers Plains Ginners Assoc.	Investigations in Agricultural Air Pollution Control	W. Ulich	Ag. Eng.	9/01/76 8/31/77	1,700
22-A103 *	USDA	Projected Returns to Groundwater Resour- ces, Southern High Plains of Texas, '76-2025	K. Young	Ag. Eco.	5/05/76 10/31/77	5,000
22-A131 **	Eli Lilly	Evaluation of a New Implant for Finishing Steers	W. Mies	Ani. Sci.	9/01/76 4/01/77	6,000
22-A132 **	Henke Machinery Co. Mr. Chardo Pierce	Micronization Processing Program	W. Ulich	Ag. Eng.	9/01/76 8/31/77	500
22-A133	CID	Services in Senegal & Mauritania	D. Burzlaff	R&WL	10/15/76 12/15/76	9,082
22-A134 **	Union Carbide Abbott Laboratories	Entomology Research in Insecticides	D. Sanders	Ento.	9/01/76 8/31/77	2,232
22-A136 **	Norwich Pharmacal Co.	Efficacy of Buquinolate in Increasing Body Weight Gain in Stocker Cattle...	L. Sherrod	Ani. Sci.	11/15/76 8/31/77	7,000
22-A518 **	Houston Livestock	Preparing Leadership Materials for Use in Teaching FFA Members & Vocational Ag. Students	L.Hargrave	Ag. Ed.	9/01/76 8/31/77	2,250
22-C037 *	NSF	The Geology of Marie Byrd & Ellsworth Lands, Antarctica	F. Wade	Museum	10/01/76 11/30/78	85,600

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C112 *	Army	Theoretical Investigation of the Mechanics of Weapon Systems	V. Komkov	Math	10/31/76 10/31/77	\$ 9,995
22-C140 **	Emory Univ.	Military Officers Research	J. Clotfelter	Pol. Sci.	2/01/76 8/31/77	387
22-C141 **	Belco Petroleum Co.	Archeological Clearance Survey	W. Mayer-Oakes	Anthro.	10/25/76 12/31/76	500
22-C142	Nuclear Regulatory Commission	Kinematics of Translating Tornado Wind Fields	R. Peterson	Geosci.	10/01/76 9/30/77	34,783
22-C143	Univ. of Texas System Admin.	The Economic & Scientific Feasibility of Cultivating, Processing, Marketing Grapes...	R. Mitchell	Chem.	12/01/76 8/31/77	10,200
22-C511 **	Childbirth Without Pain Education League	Components of Childbirth Education	R. Cogan	Psy.	7/01/76 6/30/77	400
22-D516	Committee on Aging	Pre-Retirement/Retirement Life Styles	M. Mezack	Cont. Ed.	12/01/76 9/30/77	2,000
22-E130 *	AF	High Power Switch Development	Kristiansen	EE	9/30/76 9/29/77	50,000
22-H527 *	HEW	Head Start Training & Technical Assistance in the State of Texas	M.T. Riley	Home Eco.	9/16/76 6/30/77	63,737
22-H531	State Dept. of Public Welfare	Homemaker Skills Training Project	C. Law	H&FL	11/01/76 6/30/77	3,720
22-H532	Regional Office on Aging	Information Referral for Lubbock County	J. Williford	F&N	10/01/76 5/15/77	7,200

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-T003	Texas Assoc. for the Improvement of Reading	The Relationship of Teacher's Reading Ability & Their Ability to Formulate Higher Level Questions	L. Butler	Education	10/18/76 6/01/77	\$ 500
22-Z541 *	HEW	Research & Training Center in Mental Retardation	Bensberg	R&TC	6/01/76 5/31/77	100,000
12-A003	Park Admin. & Ag. Eng.	Watershed Impacts of Recreational Development in Guadalupe Mountains Nat'l Park	Fish, Dvoracek	Park Admin.	10/01/76 9/30/77	5,784
22-H523	Governor's Comm. on Aging	Texas Tech Programs for Older Texans	J. Williford	F&N	12/01/76 11/30/77	119,132
22-H011 **	F.P. King & Son	Nutritional Evaluation of Experimental	C.V. Morr	F&N	1/01/77 3/01/77	405
22-C144	Texas A&M Experiment Station	Problems of Public Access to Water in Texas Lakes & Streams: An Analysis	O. Templer	Geography	1/01/77 9/30/77	7,166
22-A137 **	Food & Fiber Nat'l Institute	Food and Fiber Research	J. Kitchen	Park Admin	12/01/76 11/30/77	23,600
22-A139 *	USDA	Effect of Prescribed Burning on Soil Loss Water Yield, & Water Quality.....	H. Wright	R&WL	12/01/76 9/30/78	7,000
22-A140 *	USDA	Effects of Herbicides from Range Watersheds on Fish Growth	J. Garcia	R&WL	12/01/76 7/01/78	12,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E131 *	Veterans Admin.	A Study of Building Damage Caused by Wind Forces	J. McDonald	Civil Eng.	12/09/76	23,150
22-A102 **	Floyce Masterson	F Cross Beef Cattle Research	R. Long	Ani. Sci.	12/01/76 8/31/77	5,000
22-C146 *	Naval Training Center	Survey of the Literature on Human Con- ceptual Behavior with Automated.....	D. Chatfield	Psych.	12/16/76 8/25/77	7,636
22-H523	Governors Comm. on Aging	Texas Tech Programs for Older Texans	J. Williford	F&N	10/01/76 9/30/77	19,855
22-A138	Merck & Co.	Control of Lactic Acidosis with L628, 119 (Trial 4)	W. Mies	Ani. Sci.	12/03/76 8/31/77	1,500

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Approval of Administrative Actions

Personnel Matters

Commissioning of Peace Officers

8. a. Commission as Peace Officer Ms. Lola D. Meckley effective December 14, 1976, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, 1971.

Sale of Surplus Property to Employees

8. b. Approve the sale of the following surplus items to University employees who submitted the highest or only bid:

<u>Employees</u>	<u>Item</u>
Janice E. Cooper	Chevrolet Pickup, 1957, half ton License No. 41758
Dennis Cogan	Dodge Pickup, 1959 License No. 11826

Contracts

BGR, Inc., Architects - Engineers - Improvements to Jones Stadium

9. a. Ratify the following contract with Brasher, Goyette and Rapier, Inc., - Architects-Engineers, to provide architectural and engineering services for improvements to Clifford B. and Audrey Jones Stadium. Execution of this contract was authorized in the Board meeting of December 3, 1976, Item M58.

Contract No. 167

AGREEMENT

made the 6th of January in the year of Nineteen Hundred and Seventy-seven

BETWEEN

the Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting by and through Judson F. Williams, Chairman, the Owner, and BGR, Inc., Architects-Engineers, Lubbock, Texas, the Project Architect.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications and provide the administration of general construction, mechanical and electrical work for improvements to Clifford B. and Audrey Jones Stadium.

B. ARCHITECTURE SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and shall submit to the Owner a statement of probable construction cost based on current market conditions in the area.
3. When applicable for the purpose of preparing grant applications, the Architect shall furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to materials, structure, mechanical and electrical systems, and such other essentials as may be appropriate.

The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

5. Prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications.

The Architect shall advise the Owner of any adjustments to previous Statement of Probable Construction Cost indicated by changes in requirements agreed to by the Owner, or general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, the Architect shall assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Contract and to be the Owner's representative during construction and until final payment.

Advise and consult with the Owner and all the Owner's instructions to the Contractor will be issued through the Architect-Engineer.

Make periodic visits to the site on working days at no extra cost to the Owner to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents.

8. Based on such observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owing to the Contractor and shall issue and recommend Certificates for Payment in such amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with two sets of Schematic Design Studies, two sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678g., Chapter 324 Vernon's Civil Statutes, as amended.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents and a complete survey of the site and utilities serving it, soil analysis, and a program of the work outlining in detail the space requirements and their general relationship and shall pay the cost of reproducing the contract documents for bidding purposes.

2. The Owner shall furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, the cost of such supervisory personnel shall be borne by the Owner in addition to the Architect's basic fee. Such personnel shall be mutually acceptable to the Owner and the Architect.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

Construction Cost based upon all work designed or specified by the Architect with the authorization and approval of the Owner shall be determined as follows, with precedence in the order listed.

1. For completed construction, the total cost to the Owner of all such work. See section below on payment for alternates; or
2. When Project or any part thereof is not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work. See section below on payment for alternates; or
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the Architect's latest Statement of Probable Construction Cost. See section below on payment for Alternates.
4. Construction Cost does not include the fees for the Architect and consultants, the cost of the land, right-of-way, or other costs which are the responsibility of the Owner as provided in Article C.
5. The preparation of change orders on such applicable construction shall be the responsibility of the Architect.

ALTERNATES

1. No payment for Deductive or Additive Alternates prepared for the convenience of the Architect to assure that the project cost is within the Architect's budget and not specifically requested by the Owner will be made by the Owner unless the same are incorporated into the work and actually constructed.
2. When Deductive or Additive Alternates are specifically requested and approved by the Owner, the Owner will pay the full architectural fee if same are incorporated into the work and actually constructed. If not constructed, the Owner will pay the Architect 80% of the architectural fee for such alternates. Amount will be determined as shown in paragraphs 2 and 3 of "Construction Cost" above.

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

The Owner agrees to pay the Architect as compensation for the basic services six percent (6%) of the authorized and approved construction cost, as such term "Construction cost and alternates" is defined in paragraph D above.

1. Payments to the Architect for basic services may be made monthly in proportion to the service actually performed, but not to exceed the percentages specified at the completion of each phase of work as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	20%

F. ADDITIONAL SERVICES

During the course of the study, revisions or additions to the services may be requested by the Owner. Such changes and expenses shall be as mutually agreed upon in writing and as approved by Owner or its duly authorized and designated representative prior to the beginning of any work. Compensation to the Architect for additional services shall be as follows:

1. Direct Personnel Expense

The Architect will be reimbursed for direct personnel expense of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the project which includes architect, engineers, designers, draftsmen, and specification writers, in consultation, research, designing, drawings, specifications or other documents pertaining to the project.

The Direct Personnel Expense will be based on an amount of 2.75 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Expenses such as reproduction, postage, out-of-state travel directly related to such agreed additional services must be approved in writing by the Owner or its duly authorized and designated representative before the same are incurred for such expenses to be reimbursed to the Architect by the Owner.

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement that both parties may wish to retain at their own expense consultants. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may from time to time wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner and at no expense to the Architect.

H. CONTINUING SERVICES

Following completion of any phase of the work, the Owner may elect to continue, delay, abandon, or revise the work. The payment for services accordingly will be as mutually agreed per the contract documents.

I. NONDISCRIMINATION IN EMPLOYMENT

The Architect agrees not to discriminate against an employee or applicant for employment because of race, religion, color, natural origin, or sex.

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel Expenses and records of accounts of Reimbursable Expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner or its duly authorized and designated representative. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This agreement may be terminated by either party on thirty days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner giving written notice directed as follows:

BGR, INC. ARCHITECTS-ENGINEERS  
2118 34th Street  
Lubbock, Texas 79411

Likewise, termination by the Architects shall be accomplished by directing written notice to:

Chairman, Board of Regents  
Texas Tech University  
P. O. Box 4610  
Lubbock, Texas 79409

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, based upon completion of work through any phase under the fee basis as applicable, or on a Direct Personnel Expense basis, or a combination thereof, as the case may be and approved by Owner or its duly authorized and designated representative.

Copies of drawings, specifications, or any other materials to date of termination will be furnished to the Owner on date of termination.

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the project for which they are made is executed or not provided, however, that should original drawings, specifications and other documents be used by the Owner on the completion of this project then in such event, there shall be no additional charge for the same without regard to the services of other or future architects on various other or future phases of the project.

M. SUCCESSORS AND ASSIGNS

The Owner hereby binds itself, its successors, assigns, and legal representatives to BGR, Inc., Architects-Engineers in respect to all stipulations, terms and covenants of this Agreement; and likewise, BGR, Inc., Architects-Engineers hereby binds itself, its successors, assigns and legal representatives to the Owner, in respect to all stipulations, terms and covenants of this Agreement.

N. ASSIGNMENT

Neither the Owner nor the Architect shall assign, sublet or in any matter transfer it or their respective interest in this Agreement to any other person, individual, firm, corporation or other interest without prior written consent of the other respective party.

O. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect.

P. APPLICABLE LAW

This Agreement shall be considered to be performed in Lubbock County, Texas.

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized

and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at their address as above set forth.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this the  
19th day of January, 1977.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ARCHITECT  
BGR, INC., ARCHITECTS-ENGINEERS

/s/ Judson F. Williams  
Judson F. Williams, Chairman

/s/ Joe D. McKay, Partner  
By: Project Architect

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\* \* \* \* \*

Southwestern Electric Company, Inc. - Indiana Avenue

9. b. Ratify the following Agreement with Southwestern Electric Company, Inc., Oklahoma City, Oklahoma, in the amount of \$167,506.04, for street lighting, traffic signals and marking Indiana Avenue from 4th Street to 19th Street. Execution of this contract was authorized in the Board of Regents meeting of December 31, 1976, Item M70.

Contract No. 168

AGREEMENT

made this third day of January in the year Nineteen Hundred and Seventy-Seven.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and Southwestern Electric Company, Inc., Oklahoma City, Oklahoma, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for street lighting, traffic signals and marking Indiana Avenue from 4th Street to 19th Street.

ARTICLE 3

ENGINEER

Carter and Burgess, Inc.,  
Fort Worth, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 160 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

One hundred sixty-seven thousand, five hundred six dollars and four cents (\$167,506.04).

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the Contractor, recommended by the Engineer, and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

#### ARTICLE 7

##### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Engineer.

#### ARTICLE 8

##### MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the Meanings designated in those Conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	<u>No. of Pages</u>
Table of Contents	1
Notice to Bidders	1
Information to Bidders	3
Proposal	4
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	4
Wage Scale	1
Uniform General Conditions	19
Supplementary General Conditions	16
Specifications, Divisions 1-4	52
Drawings: Dated <u>November 1, 1976</u>	
Street Light Systems and Striping	6
Traffic Signals Plans	3
Traffic Signal Details	1
Addenda No. 1, Dated December 15, 1976	2/P-2 (12-15-76)

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$98,000.00 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the Contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Judson F. Williams  
Judson F. Williams, Chairman

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

CONTRACTOR

SOUTHWESTERN ELECTRIC  
COMPANY, INC.

/s/ W. A. Stout  
By: W. A. Stout, President

ATTEST:

/s/ Bernice M. Neeley  
By: Bernice M. Neeley, Ass't. Secy.

\* \* \* \* \*

United States of America Nuclear Regulatory Commission - Research

9. c. Ratify the following contract with the U. S. Nuclear Regulatory Commission for research to be performed as described.

Contract No. NRC-04-77-016

CONTRACT BETWEEN

TEXAS TECH UNIVERSITY  
AND

THE U.S. NUCLEAR REGULATORY COMMISSION

THIS AGREEMENT, effective the 1st day of October, 1976, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the NUCLEAR REGULATORY COMMISSION (hereinafter referred to as the "Commission"), and TEXAS TECH UNIVERSITY, an educational, nonprofit institution existing under the laws of the State of Texas with its principal office in Lubbock, Texas (hereinafter referred to as the "Contractor"),

WITNESSETH THAT:

WHEREAS, the Commission desires to have the Contractor perform certain research work, as hereinafter provided; and

WHEREAS, this agreement is authorized by law, including the Energy Reorganization Act of 1974, as amended, and the Atomic Energy Act of 1954, as amended.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - THE RESEARCH TO BE PERFORMED

- (a) The Contractor shall, to the best of its ability, furnish personnel, facilities, equipment, materials, supplies, and services, except such as are furnished by the Government, necessary for the performance of the research provided for in Appendix A hereto, and shall perform the research and report thereon pursuant to the provisions of this contract. It is understood that Appendix A, a guide to the performance of this contract, may be deviated from by the Contractor subject to the specific requirements of this contract.
- (b) This work shall be conducted under the direction of Dr. Richard E. Peterson or such other member of the Contractor's staff as may be mutually satisfactory to the parties.

ARTICLE II - THE PERIOD OF PERFORMANCE

The period of performance under this contract shall commence on October 1, 1976 and expire on September 30, 1977. Performance may be extended for additional periods by the mutual written agreement of the parties.

### ARTICLE III - CONSIDERATION

- (a) In full consideration of the Contractor's performance hereunder, the Commission shall furnish the equipment, supplies, materials, and services, if any, listed in Article A-II(b) and pay the Contractor the sum of \$34,783.00, hereinafter called the "Support Ceiling" which sum shall be subject to adjustment as hereinafter provided.
- (b) Payments to the Contractor shall equal the "Cumulative Support Cost" of the performance of this contract, as the term "Cumulative Support Cost" is defined in Article B-XXVIII, Provided, however, and notwithstanding any other provisions of this contract, that the Government's monetary liability under this contract shall not exceed the Support Ceiling specified in (a) above. The Commission shall not pay more than the Support Ceiling or an amount equal to the Cumulative Support Cost, whichever is less. The Contractor shall be obligated to perform under this contract throughout the agreed-upon period of performance, and to bear all costs which the Commission has not agreed to pay, Provided, however, that the Contractor shall have the right to cease to perform the research provided for in this contract, upon written notice to the Commission to that effect, at any time when or after the Cumulative Support Cost equals or exceeds the Support Ceiling.
- (c) The Support Ceiling specified in (a) above may be increased unilaterally by the Commission by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification to this contract). In the event the stated period of contract performance is extended, the Support Ceiling will be revised to reflect any increased Commission support for the extended period or periods.
- (d) Upon termination, or expiration of the total period of performance, the Contractor shall promptly refund to the Commission (or make such disposition as the Commission may in writing direct) any sums paid by the Commission to the Contractor under this contract, in excess of the Cumulative Support Cost incurred in performance under this contract.

### ARTICLE IV - GOVERNMENT PROPERTY

The following items of property procured or fabricated by the Contractor are hereby listed as "Government property": NONE

### ARTICLE V - APPENDICES

Appendix A, Appendix B - General Provisions and Appendix C - Statement of Costs, are hereby attached to and made a part of this contract.

### ARTICLE VI - NONDISCRIMINATION

The Contractor agrees to comply with the Commission's Regulation (Part 4 of Title 10, Chapter 1, Code of Federal Regulations), as amended, effectuating the

provisions of Title VI of the Civil Rights Act of 1964, and Title IV of the Energy Reorganization Act of 1974, as amended.

ARTICLE VII - CONFLICT OF INTEREST

The Contractor agrees to adopt policies and procedures, designed to avoid conflict-of-interest situations, which are in substantial conformance with the Joint Statement of the Council of American Association of University Professors and the American Council on Education of December 1964, entitled "On Preventing Conflicts of Interest in Government-Sponsored Research at Universities", which policies and procedures will be in connection with this contract.

ARTICLE VIII - ALTERATIONS

- a. Article B-XXII, Priorities, Allocations, and Allotments, of Appendix B is deleted in its entirety.
- b. In accordance with FPR Temporary Regulation No. 39, Article B-XXVII, Listings of Employment Openings, of Appendix B is deleted in its entirety and inserted in lieu thereof is the attached Article B-XXVII, Disabled Veterans and Veterans of the Vietnam Era.
- c. Article B-XXXII, Employment of the Handicapped, of Appendix B is deleted in its entirety and inserted in lieu thereof is the attached Article B-XXXII, Employment of the Handicapped.
- d. The attached Article B-XXXIII, Preference for U. S. Flag Air Carriers, is added to Appendix B.
- e. The attached Article B-XXXIV, Clean Air and Water, is added to Appendix B.

IN WITNESS WHEREOF, the parties have executed this document.

UNITED STATES OF AMERICA

BY: \_\_\_\_\_

Chief, Research Contracts Branch  
(title)

Nuclear Regulatory Commission

Texas Tech University

BY: /s/ J. Knox Jones, Jr.  
Vice President for Research and  
Graduate Studies  
(title)

I, Freda Pierce, certify that I am the Secretary, Board of Regents of the  
(attester) (title)

Contractor named under this document; that J. Knox Jones, Jr. who signed this  
(signatory)

document on behalf of said Contractor was then Vice President for Research &  
(title)

Graduate Studies of said Contractor; that this document was duly signed for and  
on behalf of said Contractor by authority of its governing body and is within the  
scope of its legal powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said Contractor.

/s/ Freda Pierce

(SEAL)

CONTRACTOR: TEXAS TECH UNIVERSITY

APPENDIX A

For the Contract period October 1, 1976 through September 30, 1977

Article A-I RESEARCH TO BE PERFORMED BY CONTRACTOR

- (a) The scope of work under this contract is unclassified and shall be in accordance with Contractor's Proposal entitled, "Kinematics of Translating Tornado Wind Fields" dated January, 1976. Specifically, the Contractor shall perform the following tasks:
- (1) Perform a thorough and critical literature survey in order to compile detailed descriptions of damage patterns. The extent and depth of this literature review shall be determined in consultation between the Principal Investigator and the NRC cognizant contract monitor.
  - (2) Investigate systematically the relative importance of the translational to rotational windspeeds in the near ground wind field.
  - (3) Correlate observed damage patterns with various theoretical windspeeds. The actual vortex models to be examined will be determined in consultation between the Principal Investigator and the NRC cognizant contract monitor.
  - (4) Conduct detailed field investigations after significant tornado events in an attempt to elucidate near ground wind field patterns. Damage pattern definitions and field investigations should be coordinated with the Institute for Disaster Research, Texas Tech University, to all extents practicable.
  - (5) Prepare a final report at the end of one year which will include the results of (4) above and outline areas which need further investigations. A detailed outline of this report will be determined later in the contract period in consultation between the Principal Investigator and the NRC cognizant contract monitor.
- (b) The Principal Investigator expects to devote the following approximate amount(s) of time to the contract work: Dr. Richard E. Peterson - 25% of his time for nine (9) months of academic year, 100% of his time for summer months.

Article A-II WAYS AND MEANS OF PERFORMANCE

- (a) Items for which support will be provided as indicated in A-III, below:

(1) Salaries and Wages	<u>\$19,593.00</u>
(2) Equipment to be purchased or fabricated by the Contractor	<u>\$ -0-</u>

- (3) Travel
- |              |                   |
|--------------|-------------------|
| (i) Domestic | <u>\$2,000.00</u> |
| (ii) Foreign | <u>\$ -0-</u>     |
- (4) Other direct costs including fringe benefits.
- (5) Indirect costs based on a predetermined rate of 37.4 percent applicable to salaries and wages.
- (b) Items, if any, significant to the performance of this contract, but excluded from computation of Support Cost and from consideration in proportioning costs:
- NONE
- (c) Time or effort of Principal Investigator(s) including indirect costs and fringe benefits contributed by Contractor but excluded from computation of Support Cost and from consideration in proportioning costs:

NONE

#### Article A-III

The total estimated cost of items under A-II(a) above for the contract period stated in this Appendix A is \$34,783.00; the Commission will pay 100 percent of the actual costs of these items incurred during the contract period stated in this Appendix A, subject to the provisions of Article III and Article B-XXVIII. The estimated NRC Support Cost for the contract period stated in this Appendix A is \$34,783.00.

The estimated NRC Support Cost is funded as follows:

- |   |                    |
|---|--------------------|
| (a) Estimated unexpended balance from prior period(s) | <u>\$ -0-</u>      |
| (b) New funds for the current period                  | <u>\$34,783.00</u> |
- (c) The new funds being added in A-III(b) constitute the basis for advance payments provided under Article B-X.

ARTICLE XXVII

DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(Applicable pursuant to 41 CFR 60-250 if this contract involves an obligation of \$10,000.00 or more)

(a) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract during which time these reports and related documentation shall be

made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive; administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

ARTICLE B-XXXII

EMPLOYMENT OF THE HANDICAPPED

- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

ARTICLE B-XXXIII      PREFERENCE FOR U. S. FLAG AIR CARRIERS

- (a) Pub. L. 93-623 requires that all Federal agencies and Government Contractors and subcontractors will use U. S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available. It further provides that the Comptroller General of the United States shall disallow any expenditure from appropriated funds for international air transportation on other than a U. S. flag air carrier in the absence of satisfactory proof of the necessity therefor.
- (b) The Contractor agrees to utilize U. S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.
- (c) In the event that the Contractor selects a carrier other than a U. S. flag air carrier for international air transportation; he will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U. S. FLAG  
AIR CARRIERS

I hereby certify that transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reasons: (state reasons).

- (d) The terms used in this clause have the following meanings:
  - (1) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places both of which are outside the United States.
  - (2) "U. S. flag air carrier" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.
  - (3) The term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase order hereunder which may involve international air transportation.

ARTICLE B-XXXIV      CLEAN AIR AND WATER

(Applicable only if the contract exceeds \$100,000, or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1957c-8 (c) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (c)) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- (2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.
- (4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a) (4).

(b) The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 (d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111 (c) or section 111 (d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112 (d) of the Air Act (42 U.S.C. 1857c-7 (d)).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger

by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

APPENDIX B

GENERAL PROVISIONS

SPECIAL RESEARCH SUPPORT AGREEMENT  
WITH EDUCATIONAL INSTITUTIONS

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APPENDIX B - GENERAL PROVISIONS  
SPECIAL RESEARCH SUPPORT AGREEMENT  
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Nuclear Regulatory Commission

ARTICLE B-I     DEFINITIONS

- (a) The term "Commission" or "NRC" means the U.S. Nuclear Regulatory Commission or any duly authorized representative thereof, including the Contracting Officer except for the purpose of deciding an appeal under the article "Disputes".
- (b) The term "Contracting Officer" means the person executing this contract on behalf of the Government and includes his successors or any duly authorized representative of any such person.
- (c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

ARTICLE B-II     INSPECTION, REPORTS, RECORDS AND ACCOUNTS

- (a) The Commission shall have the right to inspect, in such manner and at all reasonable times as it deems appropriate, all activities of the Contractor arising in the course of its undertakings under this contract.
- (b) The Contractor shall make progress and other reports in such manner and at such times as specified in Article B-XX. The Contractor shall also make such other reports to the Commission, with respect to its activities under this contract, as the Commission may reasonably require from time to time.
- (c) The Contractor agrees to keep records and books of account, in accordance with the generally accepted accounting principles and practices, and consistent with the requirements of Federal Management Circular 73-8, as constituted on the effective commencement date of the contract period, covering its costs and expenditures for items included under Article A-II(a) of Appendix A and which are in furtherance of the research work under this contract. In the event a Contractor contribution is listed in Article A-II(b), the Contractor shall maintain records adequate to permit the Commission to determine the extent of the contribution. If professional staff members are included under the Article A-II(b), the Contractor shall maintain records on such personnel in accordance with the payroll distribution procedure of section J.7.b. of Federal Management Circular 73-8.
- (d) The Commission shall at all reasonable times be afforded access to the premises and to these books and records and to related correspondence, receipts, vouchers, memoranda, and other data of the Contractor, and the Contractor shall preserve such books and papers, without additional compensation therefor, in accordance with the retention requirements referenced in Article B-XVII, Examination of Records, of this contract.

ARTICLE B-III PUBLICATION OF RESULTS

- (a) Research results obtained under this contract shall be made available to all through normal and accepted channels without restriction except that no Restricted Data as defined in the Atomic Energy Act of 1954, as amended, or other classified information shall be disclosed to unauthorized persons. Published results shall indicate that the research was supported by the Commission. A copy of each article submitted by the Contractor for publication shall be promptly sent to the Commission. The Contractor shall also inform the Commission when the article is published and furnish six copies of the article as finally published.
- (b) It is recognized that during the course of the work hereunder or subsequent thereto, the Contractor, its employees, or subcontractors, may from time to time desire to publish, within the limit of security requirements, information regarding technical or scientific developments arising in the course of the contract. In order that public disclosure of such information will not adversely affect the patent interest of the Commission, such information shall be withheld from public disclosure if it discloses an invention or discovery; such invention or discovery shall be promptly reported to the Commission for patent review and possible filing of a patent application, and such information shall thereafter be withheld from public disclosure for a period of four months unless the Commission approves earlier release.

ARTICLE B-IV DISCLOSURE OF INFORMATION

- (a) It is mutually expected that the activities under this contract will not involve Restricted Data or other classified information or material. It is understood, however, that if in the opinion of either party this expectation changes prior to the expiration or termination of all activities under this contract, said party shall notify the other party accordingly in writing without delay. In any event, the Contractor shall classify, safeguard, and otherwise act with respect to all Restricted Data and other classified information and material, in accordance with applicable law and the requirements of the Commission, and shall promptly inform the Commission in writing if and when Restricted Data or other classified information or material becomes involved. If and when Restricted Data or other classified information or material becomes involved, or in the mutual judgment of the parties it appears likely that Restricted Data or other classified information or material may become involved, the Contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of this contract respecting termination for the convenience of the Government shall apply.
- (b) The Contractor shall not permit any individual to have access to Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements.

- (c) The term "Restricted Data" as used in this article means all data concerning the design, manufacture or utilization of atomic weapons, the production of special nuclear material, or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

ARTICLE B-V RESPONSIBILITY FOR THE WORK

- (a) The Contractor is solely responsible for the conduct of the work.
- (b) In instances where the carrying out of the contract work involves a Nuclear Regulatory Commission license, the provisions of the pertinent license shall prevail over any inconsistent provisions of this contract.

ARTICLE B-VI WRITTEN MATERIAL

- (a) The Contractor hereby grants to the Government a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and authorize others to do so, all copyrightable material produced or composed or delivered to the Government or its designees under this contract, including work not first produced or composed by the Contractor in the course of performance under this contract but incorporated in the material produced or composed or delivered under this contract (but only to the extent, that the Contractor now has, or prior to final settlement of the contract may have, the right to grant such license to such previously produced or composed work without becoming liable to pay compensation to others solely because of such grant).
- (b) The Contractor agrees that, except as the Commission may otherwise specifically authorize in writing, the Contractor will not include in any report or other material delivered under this contract, or in any published material relating to the work under this contract, any copyrighted material owned by others which such owners have not consented to have so included.
- (c) The Commission will not publish in advance of the Contractor's publication without prior consultation with the Contractor.

ARTICLE B-VII PATENTS

- (a) Whenever any invention, discovery, improvement, or innovation is made or conceived by the Contractor or its employees in the course of or under this contract, the Contractor shall promptly furnish the Commission a written report containing full and complete technical 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 in and to any invention or discovery and any patent application or patent that may result. Provided, however, that the Contractor, in any event, shall retain at least a nonexclusive, revocable, royalty-free license under said invention, discovery, improvement, innovation, patent application, or patent. Subject to the license retained by

the Contractor, as provided in this paragraph, 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) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.
- (c) Except as otherwise authorized in writing by the Commission, the Contractor will obtain patent agreements to effectuate the purposes of paragraphs (a) and (b) of this article from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will not have access to technical data.
- (d) Except as otherwise authorized in writing by the Commission, the Contractor will insert in all subcontracts and purchase orders other than purchase orders for standard commercial items, provisions making this article applicable to the subcontract or the purchase order. Except as otherwise authorized in writing by the Commission the Contractor will insert in purchase orders for standard commercial items a provision indemnifying the Government against liability for the use of any invention or discovery and for the infringement of any Letters Patent arising by reason of the purchase, use, or disposal by or for the account of the Government of items manufactured or supplied under the purchase order.
- (e) With respect to any U. S. Patent Application filed by the Contractor on any contract invention or discovery made or conceived in the course of the contract, the Contractor will incorporate in the first paragraph of the U. S. Patent Application the following statement:

"The invention described herein was made in the course of, or under a contract (if desired, may substitute contract with identifying number) with the U. S. Nuclear Regulatory Commission."

#### ARTICLE VIII PROPERTY ITEMS

- (a) Except as otherwise provided in this paragraph (a) and paragraph (b) of this Article B-VIII, title to all materials, supplies, and equipment purchased or otherwise acquired by the Contractor in the performance of its research activities shall be and remain in the Contractor. Said materials, supplies, and equipment shall be used for the benefit of research under this contract and any extensions or successor contracts hereto and, provided there is no interference with said research, shall be made available for use by investigators working on any Federal research agreement at the same location. Subject to these priorities, the materials, supplies, and equipment may be used as the Contractor wishes. Except as otherwise agreed in writing, title to any items of property listed as "Government

property" shall pass directly to the Government; such property shall be subject to paragraphs (b), (c), (d), (e), and (f) of this Article B-VIII.

- (b) Subject to the mutual agreement of the Commission and the Contractor, the Government may furnish the Contractor items of equipment, materials, supplies, or facilities for use by the Contractor in the performance of the contract work; title to these items shall remain in the Government unless otherwise agreed in writing. Such items of property and the items of property listed elsewhere in this contract as Government property, are hereinafter referred to as "Government property". Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government nor shall any such property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.
- (c) To the extent practicable, the Contractor shall 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 maintain at all times and in a manner satisfactory to the Commission records showing the use and disposition of Government property. Such records shall be subject to Commission inspection at all reasonable times and the Commission shall at all reasonable times have access to the premises wherein any items of Government property are located. Unless otherwise authorized in writing by the Commission, the Contractor shall use Government property only for the purposes of this contract: Provided, however, That the Contractor is hereby authorized to use items of equipment constituting Government property for other Federal research agreements to the extent such use (1) does not interfere with its work under this contract, (2) is not prohibited by provisions of the other Federal agreements, and (3) is promptly reported by the Contractor to the Commission under this contract.
- (d) The Contractor shall promptly notify the Commission of any loss or destruction of or damage to Government property. It is understood that the Contractor shall not be liable for any such loss, destruction, or damage, unless same results from wilful misconduct or lack of good faith on the part of any corporate officer of the Contractor, or of one or more of the Contractor's representatives having supervision or direction of all or substantially all of the activities under this contract. If the Contractor is liable for any such loss, destruction, or damage, it shall promptly account therefor to the satisfaction of the Commission; if the Contractor is not liable therefor, and is indemnified, reimbursed, or otherwise compensated for such loss, destruction, or damage, it shall promptly account therefor to the satisfaction of the Commission.
- (e) With the written approval of the Commission, the Contractor may sell, transfer, or otherwise dispose of items of Government property to such parties and upon such terms as so approved, or itself acquire title to items of Government property upon such terms as may be mutually agreed upon in writing by the Contractor and the Commission. The proceeds of any such disposition, and any agreed price of any such Contractor acquisition,

shall be paid by the Contractor to the Government, or credited on account of Commission payments to be made under this contract, as the Commission may direct. Subject to the other provisions of this contract, the Contractor shall deliver Government property to the Commission upon request (suitably packed and shipped at the Government's expense).

- (f) The Contractor shall utilize for the benefit of the work under this contract such items of property available to the Contractor by reason of its activities under other Federal research agreements, as are appropriate for utilization under this contract pursuant to the provisions of the pertinent Federal agreements.

ARTICLE B-IX TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

- (a) The performance of work under this contract may be terminated, in whole or from time to time in part, by the Government whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- (b) After receipt of the Notice of Termination, the Contractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Contractor agrees to (1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this article, and (2) assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (c) The Contractor shall submit his termination claim to the Contracting Officer promptly after receipt of a Notice of Termination, but in no event later than one year from the effective date thereof, unless one or more extensions in writing are granted by the Contracting Officer upon written request of the Contractor within such one-year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

- (d) Any determination of costs under paragraph (c) shall be governed by the contract cost principles and procedures in Subpart 1-15.3 of the Federal Procurement Regulations (41 CFR 1-15.3) in effect on the date of this contract.
- (e) Subject to the provisions of paragraph (c) above, and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this article, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel: Provided, however, That in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to his other activities and operations. Any such agreement shall be embodied in an amendment to this contract and the Contractor shall be paid the agreed amount.
- (f) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of this contract, whenever, in the opinion of the Contracting Officer, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this article, such excess shall be payable by the Contractor to the Government upon demand: Provided, That if such excess is not so paid upon demand, interest thereon shall be payable by the Contractor to the Government at the rate of 6 percent per annum, beginning 30 days from the date of such demand.
- (g) The Contractor agrees to transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, such information and items which, if the contract had been completed, would have been required to be furnished to the Government, including:
  - (1) Completed or partially completed plans, drawings, and information; and
  - (2) Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

Other than the above, any termination inventory resulting from the termination of the contract may, with the written approval of the Contracting Officer, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Contracting Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of work covered by this contract or paid in such other manner as the Contracting Officer may direct. Pending final disposition of property arising from the

termination, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

- (h) Any dispute as to questions of fact which may arise hereunder shall be subject to the "Disputes" article of this contract.

ARTICLE B-X PAYMENTS

- (a) The Commission shall make payments to the Contractor with respect to the amount of consideration prescribed in Article III of this contract as follows:
- (1) A maximum of forty-five percent (45%) of the new funds as set forth in Article A-III(b) of this contract following execution of this contract (and following the effectuation of each extended period).
  - (2) A maximum of an additional forty-five percent (45%) of the new funds as set forth in Article A-III(b) of this contract upon receipt of a request or requests from the Contractor evidencing that the amount requested is then required in connection with the work under the contract.
  - (3) If, following submission of an annual progress report, the contract is to be extended for an additional period of performance, an additional payment may be made at the time of execution of the extension which, when added to the payments already made under (1) and (2) above for the expiring period, will not exceed the new funds set forth in Article A-III(b) for the expiring period, a concluding payment for the pertinent period, if appropriate, may be made following submission of a certified statement showing the NRC Support Cost and evidencing the Contractor's performance under the contract.
  - (4) If the contract is not to be extended, the final payment of the consideration provided for in Article III of this contract shall be made following submission by the Contractor of a final report required by Article B-XX, in form and content satisfactory to the Commission, and submission of a certified statement showing the NRC Support Cost and evidencing the Contractor's performance under the contract and compliance by the Contractor with the patent provisions of this contract.
- (b) The payments made pursuant to paragraph (a) above shall not prejudice or otherwise affect adversely any of the Government's rights under the contract. For purposes of settlement in the event of termination pursuant to Article B-IX hereof, these payments shall not be construed as evidentiary, and any excess payment in the light of Article B-IX shall be promptly returned to the Administration.

ARTICLE B-XI EQUAL OPPORTUNITY

(The following article is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### ARTICLE B-XII CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

#### ARTICLE B-XIII CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

- (a) Overtime requirements. No Contractor or subcontractor contracting any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, or guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.
- (b) Violation; liability for unpaid wages; liquidated damages. In event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the

provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b)
- (d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this article in all subcontracts, and shall require their inclusion in all subcontracts of any tier.
- (e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

#### ARTICLE B-XIV DISPUTES

- (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Commission. The decision of the Commission or its duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.
- (b) This "Disputes" article does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.

#### ARTICLE B-XV OFFICIALS NOT TO BENEFIT

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

ARTICLE B-XVI COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE B-XVII EXAMINATION OF RECORDS

- (a) This article is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.
- (b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract or such lesser time specified in the Federal Procurement Regulations Part 1-20, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.
- (c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or such lesser time specified in the Federal Procurement Regulations Part 1-20, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.
- (e) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

## ARTICLE B-XVIII

BUY AMERICAN ACT

- (a) In acquiring end products, the Buy American Act (41 U.S. Code 10a-d) provides that the Government give preference to domestic source end products. For the purpose of this article:
- (i) "Components" means those articles, materials, and supplies which are directly incorporated in the end products;
  - (ii) "End products" means those articles, materials, and supplies which are to be acquired under this contract for public use; and
  - (iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the costs of all its components. For the purposes of this (a)(iii)(B), components of foreign origin of the same type or kind as the products referred to in (b) (i) or (ii) of this article shall be treated as components mined, produced, or manufactured in the United States.
- (b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products.
- (i) Which are for use outside the United States;
  - (ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;
  - (iii) As to which the Commission determines the domestic preference to be inconsistent with the public interest; or
  - (iv) As to which the Commission determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

ARTICLE B-XIX ASSIGNMENT: SUBCONTRACTING

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the Commission. The Contractor shall not subcontract any research and development work under this contract, except as expressly authorized in writing by the Commission.

ARTICLE B-XX REPORTS AND RENEWAL PROPOSALS

The Contractor shall furnish six (6) copies of the following reports and renewal proposals, if any, addressed to:

Director, Division of Contracts  
United States Nuclear Regulatory  
Commission  
Washington, D.C. 20555

- (a) Progress report. The progress report shall briefly describe the scope of investigations undertaken and the significant results obtained. It shall also indicate compliance with the contract requirements and any failures to comply. The report shall indicate the approximate percentage of time or effort which the principal investigator(s) has devoted to the project since the beginning of the current term of the agreement and indicate the amount of effort which is expected to be devoted during the remainder of the current term. Technical reports, preprints, and articles prepared for publication shall be listed with bibliographic references. Reprints of all such material not previously submitted shall be appended and material contained therein need not be duplicated in the report. Progress reports shall be submitted approximately three (3) months in advance of the expiration of the current contract term and shall give the Contractor's best estimate of the probable events and occurrences in regard to the remainder of the current contract term. Except as the Commission may otherwise request, no further progress report will be required for any contract year unless there has been a significant change in scientific results or contract compliance between the latest progress report by the Contractor and its actual experience; this shall be reported promptly.
- (b) Final report. Upon termination or expiration of the total period of performance, the Contractor shall submit, promptly, a summary of its activities for the entire period, including a list of publications issued during the total term of the contract and copies of any reprints not previously submitted, as well as a comprehensive evaluation of progress in the area of research supported by the contract.
- (c) Renewal proposals. A renewal proposal, if any, shall be submitted along with the technical progress report, and each of the two documents shall be separately bound.
- (d) Report of equipment purchased or fabricated. The Contractor shall itemize equipment having a useful life expectancy in excess of one (1) year and an acquisition cost in excess of \$200 purchased or fabricated by the Contractor when title to such equipment is vested in the Contractor pursuant to the Grant Act (Public Law 85-934)--omit any items appearing in Article IV--and submit a report thereof within three (3) months after the expiration of the contract year specified in Article 11. Where the cost of individual pieces of equipment exceeds \$1,000, they will be listed individually. Where individual items cost \$200 to \$1,000, they will also be individually listed to the extent practical or grouped in general categories, such as "electronic equipment" or "six motors", with the total dollar amount of such category. The cost of purchased items shall be determined by the actual invoice cost of such items, but the cost of fabricated items may be established by engineering estimates. This report may be submitted in conjunction with the certified statement required by Article B-XXVIII of this contract.

ARTICLE B-XXI FOREIGN TRAVEL

Foreign travel shall be subject to the prior approval of the Contracting Officer for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions.

ARTICLE B-XXII PRIORITIES, ALLOCATIONS, AND ALLOTMENTS

The Contractor shall follow the provisions of DMS Regulation 1 and all other applicable regulations and orders of the Domestic and International Business Administration, Department of the Commerce in obtaining controlled materials and other products and materials needed to fill this order. This contract carries a Priority Rating DO-E-2 certified for national defense use under DMS Reg. 1.

ARTICLE B-XXIII UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(The following article is applicable if the contract exceeds \$5,000.)

- (a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.
- (b) In complying with paragraph (a) of this article and with paragraph (b) of the article of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

ARTICLE B-XXIV UTILIZATION OF SMALL BUSINESS CONCERNS

- (a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

- (c) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

ARTICLE B-XXV UTILIZATION OF MINORITY BUSINESS ENTERPRISES

- (a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
- (b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract; the term "minority business enterprise" means a business, at least fifty percent (50%) of which is owned by minority group members or, in case of publicly owned businesses, at least fifty-one percent (51%) of the stock which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as a minority business enterprises in lieu of an independent investigation.

ARTICLE B-XXVI SOVIET-BLOC CONTROLS

- (a) In connection with the contract activities, the Contractor agrees to comply with the requirements set forth in paragraphs (b) and (c) of this article relating to the countries listed therein. From time to time, by written notice to the Contractor, the Commission shall have the right to change the listing of countries in paragraph (b) hereof upon a determination by the Commission that such change is in conformance with national policy. The Contractor shall have the right to terminate its performance under this contract upon at least sixty (60) days prior written notice to the Commission if the Contractor determines that it is unable, without substantially interfering with its policies as an educational institution or without adversely affecting its performance, to continue performance of the work under this contract as a result of a change in paragraph (b) or (c) hereof made by the Commission pursuant to the preceding sentence. If the Contractor elects to terminate performance, the provisions of this contract respecting termination for the convenience of the Government shall apply.

- (b) Alien employees, guests and visitors.

(1) Definitions.

- a. For purposes of these requirements, the countries included in this list are Soviet-Bloc countries.

Albania

Estonia

Bulgaria

Hungary

\*China, including Manchuria [and excluding Taiwan (Formosa)] (includes Inner Mongolia; the provinces of Tsinghai and Sikang; Kinkiang; Tibet; the former Kwantung Leased Territory; the present Port Arthur Naval Base Area and Liaoening Province)

Latvia

Lithuania

\*North Korea

\*Communist-controlled area of Viet Nam

\*Outer Mongolia

\*Cuba

Poland & Danzig

Czechoslovakia

Rumania

\*East Germany (Soviet Zone of Germany and the Soviet Sector of Berlin)

Union of Soviet Socialist Republics

\*Request for information from these countries should not be filled in the name of the ERDA.

- b. An "alien" is one who is not a citizen of the United States.
- c. A "visitor" is one who comes to speak, listen or observe for a relatively short period of time without participating in the work of the facility visited and without NRC reimbursed compensation.
- d. An "alien regular employee" is one who is employed for an indefinite extended term of employment, or for a definite extended term of employment related to a specific project. An "alien temporary employee" is one who is employed on an intermittent, temporary or part-time basis for a definite period of time. This may be under a program providing for a combination of work and study or teaching.
- e. An "alien guest" is one on leave from his home institution, or sponsored by an organization, who participates to gain experience or to contribute by carrying out projects that are part of the Contractor's activities under this contract.  
  
(When an alien cannot be clearly placed in one of the categories in (b)(1)d. or (b)(1)e. above, the Contractor shall consult with the Contracting Officer.)
- f. A "Soviet-Bloc Alien" is a non-immigrant national of a Soviet-Bloc country.
- g. A "Soviet-Bloc Organization" is an embassy, consulate, agency, entity or other organization of a Soviet-Bloc country any employee of a Soviet-Bloc country, any citizen of such country, or individual or organization located in a Soviet-Bloc country.

(2) Prior approvals relating to Soviet-Bloc countries. The following activities under this contract will be subject to prior approval by the Commission:

- a. Employment by any Soviet-Bloc country or organization of a Contractor employee, while his salary is directly charged to NRC funds, or any person whose travel to and from such work is to be reimbursed from NRC funds.
- b. Employment or guest participation of a Soviet-Bloc alien.
- c. Invited participation by a Soviet-Bloc alien at a conference or symposium in the United States organized and directed under NRC sponsorship under this contract. Provided, however, that this requirement shall not apply to bona fide employees, staff members and staff appointees (e.g., visiting professors) of the Contractor.
- d. Travel to the Soviet-Bloc by a Contractor employee, while his salary is directly charged to NRC funds, or by any person whose travel is to be reimbursed from NRC funds.

(3) Report relating to Soviet-Bloc countries. In connection with the contract activities, the Contractor will inform the Commission in advance, whenever feasible, of proposed Soviet-Bloc alien visitors. The Contractor will furnish a report promptly after the departure of a Soviet-Bloc alien employee, visitor or guest.

(c) Dissemination of technical information to Soviet-Bloc nations. It is the policy of the Commission to permit and encourage, to the maximum extent practicable, the dissemination and exchange of unclassified technical information among scientists and technicians of this and other nations. The purpose is to provide that free interchange of ideas and criticism which is essential to peaceful scientific and industrial progress of mankind and to enlarge the fund of technical information. This policy is aimed to foster such dissemination and exchange in general accordance with the practices and customs in international scientific and technical communication. The Contractor agrees to call the provisions of this paragraph (c) to the attention of such of its employees under this contract as may be appropriate and use its best efforts to ensure that the provisions of this paragraph (c) apply to transmittal to Soviet-Bloc nations [as defined in subparagraph (1) below] by the Contractor and its employees of unclassified and nonprivileged published and unpublished technical information materials developed in the course of the contract work. Such information materials include technical documents, reports, drawings, letters, memoranda, reprints, preprints, photographs, films, notes, etc.

(1) Definitions.

- a. "Soviet-Bloc nations" means the countries listed in paragraph (b) above, the embassies, consulates and agencies of such countries, and individuals and organizations residing in such countries.
- b. "Published information" means the following unclassified material originated in the course of the contract work:
  - (i) Material available to the public by purchase or without cost on an unrestricted basis;
  - (ii) Reprints, preprints, and page proofs of journal articles;
  - (iii) Material freely available to the public from the ERDA depository libraries; and
  - (iv) Material available through the Technical Information Center Oak Ridge, Tennessee (including internal and informal reports, drawings, diagrams, photographs and other illustrated data).
- c. "Unpublished information" refers to unclassified technical information originated in the course of the contract work but not available as described in b. above, e.g.:
  - (i) Communications replying to requests for technical information;
  - (ii) Manuscripts of articles prepared for journal publication that have not reached the preprint or page proof stage; and
  - (iii) Research materials for study, such as exposed nuclear emulsions, cloud or bubble chamber photographs.

(2) Procedures for unclassified unpublished reports.

- a. Requests from Soviet-Bloc nations may be filled by recipient of the request provided the report is available to requesters in the United States. When appropriate, equally valuable material will be requested in return.
- b. One (1) copy of all unpublished reports transmitted shall be forwarded to the Contracting Officer.

(3) Procedures for physical materials and services. In the case of materials such as emulsions irradiated in U.S. machines which cannot be reproduced, similar or equivalent services or items shall be made available to legitimate and qualified U.S. requesters. When appropriate, equally valuable material will be requested in return.

- (4) Unusual requests. Unusual requests from Soviet-Bloc nations or requests from Soviet-Bloc nations for unpublished reports or physical materials and services which cannot be handled in accordance with procedures set forth in (2) and (3) above should be referred to the Commission. The referral should be accompanied by a recommendation for disposition (preferably in the form of a proposed reply), and, where practicable, copies or a listing of materials which might be provided to fill the request. Examples of such requests are:
- a. Requests for large collections of documents not readily available to the recipient of the request;
  - b. Requests for complete and detailed design information on major equipment such as reactors and accelerators; and
  - c. Official correspondence from any Soviet-Bloc government.
- (5) Technical information received from Soviet-Bloc nations which is considered to be of interest to the Commission or its contractors and which is not generally available shall be forwarded to the Technical Information Center, Oak Ridge, Tennessee, with appropriate comment, for reproduction and distribution.
- (6) Technical information desired from Soviet-Bloc nations which cannot be obtained by request may be reported to the Technical Information Center, Oak Ridge, Tennessee, with appropriate comment, suggestion or request for assistance.

ARTICLE B-XXVII      LISTING OF EMPLOYMENT OPENINGS

(This article is applicable pursuant to 41 CFR 50-250 if this contract is for \$2,500 or more.)

- (a) The Contractor agrees, in order to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, That if this contract is for less than \$10,000 or if it is with a State or local government the reports set forth in paragraph (c) and (d) are not required.

- (b) Listing of employment openings with the employment service system pursuant to this article shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. This listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in any statutes, Executive orders, or regulations regarding nondiscrimination in employment.
- (c) The reports required by paragraph (a) of this article shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of the State employment service. Such reports shall indicate for each establishment (i) the number of those hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were nondisabled veterans of the Vietnam era. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made under this contract. The Contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.
- (d) Whenever the Contractor becomes contractually bound by the listing provisions of this article, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract article.
- (e) This article does not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (f) This article does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employment-union arrangement for that opening.
- (g) As used in this article:
  - (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory

and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. The term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement.

- (2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
  - (3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's own organization (including any affiliates, subsidiaries, and parent companies), and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists.
  - (4) "Openings which the Contractor proposes \* \* \* to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement including openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
  - (5) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans Administration for a disability rated at 30 percentum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.
  - (6) "Veteran of the Vietnam era" means a person (a) who (i) served on active duty with the Armed Forces for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964, and (b) who was so discharged or released within the 48 months preceding his application for employment covered by this article.
- (h) If any disabled veteran or veteran of the Vietnam era believes that the Contractor (or any first-tier subcontractor) has failed or refuses to comply with the provisions of this contract article relating to giving special emphasis in employment to veterans, such veteran may file a complaint with the veterans' employment representative at a local State employment service office who will attempt to informally resolve the

complaint and then refer the complaint with a report on the attempt to resolve the matter to the State office of the Veteran's Employment Service of the Department of Labor. Such complaint shall then be promptly referred through the Regional Manpower Administrator to the Secretary of Labor who shall investigate such complaint and take such action thereon as the facts and circumstances warrant consistent with the terms of this contract and the laws and regulations applicable thereto.

- (i) The Contractor agrees to place this article (excluding this paragraph (i)) in any subcontract directly under this contract.

ARTICLE B-XXVIII    DETERMINATION OF SUPPORT COSTS

- (a) The term "Support Cost" as used in this contract means the Commission's share of the sum of costs incurred by the Contractor for items included under Article A-II(a) of Appendix A which are in furtherance of the work hereunder, which are incurred in accordance with the provisions of this contract, and which are reported to the NRC in accordance with (b), below. The term "Cumulative Support Cost" as used in this contract means the total of the support cost incurred during the initial contract period plus any extension periods of the contract.
- (b) Within three (3) months after the end of each contract period set forth in Appendix A, and within three (3) months after the termination or expiration of the total period of performance, the Contractor shall furnish a certified statement, executed by an official of the Contractor showing the Contractor's cost, and evidencing its performance under the contract, during the contract term just completed. The statement shall show all costs incurred during the pertinent contract term set forth in Appendix A for items under Article A-II(a) of Appendix A, including the Contractor's share, if any, of such costs, and show the extent of the Contractor's contribution of items listed under Article A-II(b) of Appendix A. Costs included in the certified statement may include the following: Expenditures of cash; the cost of material and supplies transferred from stores inventory; and the amount due the Contractor for indirect costs in accordance with the rate and factor or factors shown in Appendix A of the contract for the pertinent contract period. The costs for the pertinent contract period shall be consistent with the principles of Federal Management Circular 73-8, as constituted on the effective commencement date of said period. The certified statement shall be in the form set forth in Appendix C.
- (c) The certified statement should be in agreement with the institution's financial records and shall reflect only expenditures actually made during the period covered, including transfers from inventory. It shall not include commitments, as a part of such expenditures, for goods or services on order, but not received or those received but not paid for unless the Contractor is operating under an established and consistently applied system of accrual accounting. If this is the case, the certified statement shall be so footnoted. A combination of accrual and cash accounting

for cost accumulation and reporting purposes shall not be used. The renewal proposal budget should be footnoted to show the estimated amount of outstanding commitments for property at the end of the current contract period. The certified statement contains a space in which should be inserted the actual amount of outstanding commitments for property at the end of the period covered by the statement. This commitment amount is for information only and is not a part of the expenditure calculation. The Contractor understands that the Commission expects to rely on this certified statement for determining the Support Cost for the pertinent contract period. With respect to any period in which proportionate cost-sharing is applicable, the Support Cost for the pertinent period will be determined by applying the percentage figure included in Article A-III for the pertinent period, to the certified cost of items included under Article A-II(a) incurred during the pertinent contract period. All charges to the NRC shall be subject to the approval requirements of this contract. The Contractor is expected to maintain auditable records as contemplated by Article B-II(c) to substantiate the costs incurred for items under Article B-II(a) and to show the extent of the Contractor's contribution of items listed under Article A-II(b).

#### ARTICLE B-XXIX ADDITIONAL APPROVALS

- (a) In addition to such approvals as are specifically required by other provisions of this contract, the Contractor shall obtain the Commission's approval for:
  - (1) A change of the principal investigator, co-investigator, or other key people as might be named in this contract or continuation of the research work for any one period in excess of three (3) months without direction by an approved principal investigator. The principal investigator may increase or decrease the amount of effort which he devotes to the project without obtaining Commission approval; however, a representative of the institution shall consult with the appropriate NRC Headquarters program representative if the principal investigator plans to, or becomes aware that he will devote substantially less effort to the work than anticipated in Article A-1. The purpose of such consultation will be to determine what effect, if any, the anticipated change will have on the research work and what modification to the contract, if any, may be appropriate.
  - (2) No change in the phenomenon or phenomena under study, i.e., broad category of the research under the contract shall be made without the specific written approval of the NRC, ordinarily, such changes, if approved by the NRC, will be accomplished through a new contract or a mutually agreed-to modification. The Contractor may change the specific objectives in the research work described in the contract, provided it gives the NRC prompt notification of such changes; and the Commission determines whether it wishes to continue the program under the changed approach. Significant changes in methods or procedures employed in performing the research should be reported in the first technical progress report issued subsequent to the changes.

## (3) Acquisition of:

- (i) An item of equipment not itemized in Appendix A, the cost of which is \$1,000 or more. Approval is not required if the equipment is merely a different model of an item listed in Appendix A; or
  - (ii) An item or items of equipment the cost of which will cause the total equipment dollar level shown in Article A-II(a) of the contract to be in excess of 125 percent thereof (if plant and capital equipment funds are provided for acquisition of equipment with title to be vested in the Government, the total cost of such shall not exceed the amount provided for such equipment unless prior AEC approval has been obtained).
- (4) Purchase of any general-purpose equipment, such as office furniture, air conditioning, etc., not specifically provided for in Appendix A.
  - (5) Incurring costs for items set forth in Article A-II(a), during the pertinent contract period stated in Appendix A, in excess of 110 percent of the total estimated cost specified in Article A-III. Charges to the Commission for any such costs incurred with the approval of the Commission shall also be subject to the limitations of Article III.
  - (6) Any proposed foreign travel (see Article B-XXI).
  - (7) Expenditures for domestic travel in excess of \$500, or 125 percent of the amount shown in Article A-II(a) for such travel, whichever is greater.
  - (8) Acquisition of excess personal property.

ARTICLE B-XXX CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor agrees that a breach of his certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national

origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontracts prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontracts (except where the proposed subcontracts have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, seminannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ARTICLE B-XXXI PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

- (a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer its written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.
- (b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing its remedies before a board of contract appeals or a court of competent jurisdiction.

ARTICLE B-XXXII EMPLOYMENT OF THE HANDICAPPED

(This article applies to all nonexempt contracts and subcontracts which exceed \$2,500 as follows: (1) Part A applies to contracts and subcontracts which provide for performance in less than 90 days, and (2) Parts A and B apply to contracts and subcontracts which provide for performance in 90 days or more and the amount of the contract or subcontract is less than \$500,000.)

PART A

- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees that, if a handicapped individual files a complaint with the Contractor that he is not complying with the requirements of the Act, he will (1) investigate the complaint and take appropriate action consistent with the requirements of 20 CFR 741.29 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.
- (c) The Contractor agrees that, if a handicapped individual files a complaint with the Department of Labor that he has not complied with the requirements of the Act, (1) he will cooperate with the Department in its investigation of the complaint, and (2) he will provide all pertinent information regarding his employment practices with respect to the handicapped.
- (d) The Contractor agrees to comply with the rules and regulations of the Secretary of Labor in 20 CFR Ch VI, Part 741.
- (e) In the event of the Contractor's noncompliance with the requirements of this article, the contract may be terminated or suspended in whole or in part.
- (f) The article shall be included in all subcontracts over \$2,500.

PART B

- (g) The Contractor agrees (1) to establish an affirmative action program, including appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, which will provide the affirmative action regarding the employment and advancement of the handicapped required by P.L. 93-112, (2) to publish the program in his employee's or personnel handbook or otherwise distribute a copy to all personnel, (3) to review his program on or before March 31 of each year and to make such changes as may be appropriate, and (4) to designate one of his principal officials to be responsible for the establishment and operation of the program.
- (h) The Contractor agrees to permit the examination by the Administration or the Assistant Secretary for Employment Standards or his designee, of pertinent books, documents, papers and records concerning his employment and advancement of the handicapped.

- (i) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Assistant Secretary for Employment Standards, provided by the Contracting Officer, stating Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights and remedies available.
- (j) The Contractor will notify each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

## APPENDIX C

## U. S. NUCLEAR REGULATORY COMMISSION

Board Minutes  
February 18, 1977  
Page 66

## STATEMENT OF COSTS

1. Name and address of Contractor: \_\_\_\_\_  
\_\_\_\_\_
2. Contract number: \_\_\_\_\_
3. Beginning and ending date of pertinent contract period: \_\_\_\_\_  
\_\_\_\_\_
4. Costs incurred during the pertinent contract period. (List only those costs which are to be reimbursed by the NRC or proportionately shared by the parties in accordance with Article A-II(a) and Article A-III.)

<u>Cost Categories</u>	(The listing of categories should be consistent with the itemization in Appendix A)	<u>Amount</u>
a.	Salaries and wages.....	\$ _____
b.	Equipment.....	_____
	(List separately the cost of each piece of equipment separately listed in Appendix A to the contract or for which separate approval was obtained from ERDA)	
c.	Travel (show amounts for both foreign and domestic. If none state none)	_____
	Domestic .....	_____
	Foreign .....	_____
d.	Other Direct Costs .....	_____
e.	Total Direct Expenditures.....	_____
f.	Indirect Charges.....	_____

(Indicate percent and expenditures to which percent is applied)

5. Total Costs for items under Article A-II(a) for  
pertinent contract period ..... \$ \_\_\_\_\_
6. Support Cost for the pertinent contract period set forth in  
Appendix A, as defined in Article B-XXVIII of the contract,  
chargeable to NRC, for the pertinent contract period (percent  
of Total Costs using percent shown in Article A-III of  
Appendix A for pertinent period of contract) ..... \_\_\_\_\_
7. Cumulative Support Cost (Support Cost under this statement  
plus Support Cost for previous periods of the contract) . \_\_\_\_\_
8. Accumulated Support Ceiling in Article III of the contract \_\_\_\_\_
9. The difference between lines 7. and 8. .... \_\_\_\_\_
10. Provide information regarding contribution by the Contractor  
of items listed in Article A-II(b) of Appendix A during  
pertinent contract period. State the extent of the Contractor's  
actual contribution. The measure of such contributions should  
be in the same terms as the Contractor's commitment under  
Article A-II(b), e.g., time, dollar, etc. .... \_\_\_\_\_
11. Actual outstanding commitments for property at the end of  
the period covered by this statement ..... \_\_\_\_\_

I hereby certify that this report is true and correct to the best of my  
knowledge and belief and that the costs listed herein were incurred in  
connection with the performance of the research provided for under this  
contract and in accordance with the terms and conditions set forth therein.

\_\_\_\_\_  
(Name and Title of an authorized representative)

\_\_\_\_\_  
(Signature)

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

Amendment - Interagency Cooperation Contract - Texas Water Development Board

9. d. Ratify the following amendment to Interagency Cooperation Contract No. IAC (76-77)-1109 with Texas Water Development Board as follows. The original of this contract was approved in the Board meeting of August 5, 1976, Item 10. j., Page 61.

AMENDMENT TO INTERAGENCY CONTRACT

THE STATE OF TEXAS        )  
                              )    AMENDMENT NO. 1 TO INTERAGENCY CONTRACT NO. IAC(76-77)-  
COUNTY OF TRAVIS        )    1109. TWDB Contract No. 14-60027

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Interagency Contract to amend said contract as follows:

Article II, Paragraph titled SERVICES TO BE PERFORMED, Subsection (3), Page 2, is amended to read as follows;

ARTICLE II. SERVICES TO BE PERFORMED

- (3) Ten (10) copies of an annual report, due December 15, 1976, covering the period beginning from contract approval date through October 1, 1976, and in the event the contract is extended beyond its termination date subsequent reports shall be furnished biennially, with subsequent annual reports covering the period September through August due thereafter during the Contract period. All reports shall include:
- (a) The overall purpose of the Performing Agency's program;
  - (b) The work performed during the period;
  - (c) The results both positive and negative, if applicable;
  - (d) Problem areas that need further work before Contract objectives can be achieved;
  - (e) A list of reports published and papers presented in connection with the Contract;
  - (f) The Performing Agency's biennial report is written primarily for people with an interest in weather modification but not necessarily a strong background in atmospheric sciences. Therefore, your report should be written in simple terms, avoiding (or defining in simple terms) scientific and engineering jargon. It should contain a one-paragraph presentation of the purpose of your program, a summary of the work performed during the 24-month period, the accomplishments (including negative results as well as positive), a concise statement of the program areas that need further work before the objective of your program can be achieved, and a list of technical reports prepared and papers presented in connection with the contract.

(Do not include monthly or interim reports; these are used by the Bureau for evaluation and planning.) Do not include detailed data tabulations in your report. Do not include a title page, table of contents, or list figures as part of the report.

Reports will be edited and retyped in uniform format. Manuscripts should be double spaced with wide margin on one side only of 8½ by 11-inch or 8- by 10-½-inch paper.

Send 4- by 5-inch or 8- by 10-inch glossy prints of any photographs used, and 8- by 10-inch glossy prints of figures if the original cannot be provided. Each figure and table must have a suitable caption.

This Amendment shall become effective on the date of approval by the State Board of Control. All other terms and conditions not hereby amended are to remain in full force and effect.

RECEIVING AGENCY

TEXAS WATER DEVELOPMENT BOARD

Name of Agency

By: /s/ James M. Rose  
Authorized Signature

James M. Rose  
Executive Director  
Title

PERFORMING AGENCY

Department of Geosciences

Texas Tech University

Name of Agency

By: /s/ Gerald M. Jurica  
Authorized Signature

Assoc. Prof., Principal Investigator  
Title

EXAMINED and APPROVED this the 20th day of December, A.D., 1976.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin  
Chief, Centralized Services  
Division

\* \* \* \* \*

Interagency Cooperation Contract - The University of Texas System Administration  
University Lands-Surface Leasing, Midland, Texas

9. e. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1736 with The University of Texas System for wine research as specified.

Contract Number IAC(76-77)-1736  
(Assigned by Board of Control)

THE STATE OF TEXAS       )  
                                  ) INTERAGENCY COOPERATION CONTRACT  
COUNTY OF TRAVIS       )

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The receiving Agency: The University of Texas System Administration  
University Lands-Surface Leasing, Midland, Texas

The Performing Agency: Texas Tech University, Lubbock, Texas

II. STATEMENT OF SERVICES TO BE PERFORMED:

The performing agency through its Department of Chemistry will establish and operate a program to measure factors affecting the quality of wine produced from grapes grown on University Lands as well as other parts of Texas. The research work proposed is outlined below:

- a) Cooperating with viticulturists around the state to obtain grapes suitable for wine production.
- b) Producing wine from grapes using standard winemaking procedures.
- c) Producing wine using experimental winemaking procedures.
- d) Performing chemical analysis of all wines.
- e) Performing taste panel evaluations of all wines.
- f) Publishing results to inform wine and grape experts and the general public of the quality of wines produced in Texas, and the procedures to produce wine of the highest quality possible.

(Receiving Agency shall furnish the following now-expendable equipment to the Performing Agency to accomplish the above with said equipment to be returned to Receiving Agency upon completion of project: 1) Stemmer-crusher, 2) Press, basket type, 3) Pump and filter, 4) Siphon filler, 5) Corker, 6) Hand Refractometer 7) pH meter.)

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

The University of Texas System Administration, University Lands-Surface Leasing Office will reimburse Texas Tech University for services rendered according to the following schedule, but not to exceed a total budget of \$10,200.00 for FY 1976-1977. Estimated budget for research on grapes and wine testing is as follows. Shifts may be made among categories so long as the total budget is not exceeded.

- A. Remuneration for personal services rendered by personnel employed by Texas Tech University, Lubbock, Texas; including professional, technical and support staff.....\$7,210.00
- B. Estimated material and supply expenses, including expendable equipment, laboratory and office supplies, and field supplies to be used in the performance of research.....\$2,990.00

Billings must be in accordance with Texas State Board of Control Guidelines for Interagency Contracts, #028.14.03.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: \$10,200.00, for FY 1976-1977 (Ten thousand, two hundred dollars and no cents)

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin December 1, 1976, and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Sub Chapter C of Chapter 65, Texas Education Code.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Sub Chapter B of Chapter 109, Texas Education Code.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

The University of Texas System  
Administration University Lands-  
Surface Leasing

Name of Agency

By: /s/ W. L. Lobb

Authorized Signature

Associate Deputy Chancellor for  
Investments, Trusts and Lands

Title

Date: \_\_\_\_\_

PERFORMING AGENCY

Texas Tech University

Name of Agency

By: /s/ J. Knox Jones, Jr.

Authorized Signature

Vice President for Research &  
Graduate Studies

Title

Date: \_\_\_\_\_

EXAMINED and APPROVED this the 9th day of November, A.D., 1976.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin

Chief, Centralized Services

\* \* \* \* \*

Interagency Cooperation Contract - Texas Department of Community Affairs

9. f. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1805 with Texas Department of Community Affairs for testing and evaluation as described.

Contract Number IAC(76-77)-1805  
(Assigned by Board of Control)

THE STATE OF TEXAS     )  
                              ) INTERAGENCY COOPERATION CONTRACT  
COUNTY OF TRAVIS     )

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Department of Community Affairs

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Agency shall perform testing and evaluation for the Texas State Building Materials and Systems Testing Laboratory as authorized by S.B. 535, Acts of the 62nd Texas Legislature, R.S. Tests and Evaluation performed under this contract shall be performed only after the Performing Agency receives a written work statement, including a budget for the work, from the Receiving Agency, as approved by resolution of the Council (as defined in S.B. 535.), and by the Executive Director of the Receiving Agency. Periodic participation in meetings held out of state is specifically authorized.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

The Receiving Agency shall pay any and all actual costs incurred by the Performing Agency (including but not limited to: personnel, special equipment, supplies and travel) to complete the testing and evaluation specified in II above. The Receiving Agency agrees to reimburse the Performing Agency for overhead costs in the amount of twenty percent of all direct costs incurred hereunder and the parties hereto expressly understand and agree that such computation of overhead costs represents the actual cost of such overhead.

Notwithstanding any other provision of this contract, it is specifically understood and agreed by the parties hereto that all payments hereunder shall be paid from fees authorized, collected, and deposited for the use of the Building Materials and Systems Testing Laboratory and all payments hereunder shall be subject to the availability of sufficient funds from such fees to make such payments.

Personnel	\$20,000.00
Travel	5,000.00
Special equipment, materials & supplies	21,000.00
Overhead	<u>4,000.00</u>
	<u>\$50,000.00</u>

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Fifty-thousand dollars and no cents \$50,000.00

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1975 (Rec'd 12/9/76 ALR), and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Articles 4413(39) and 4413(201), V.C.S., and the 1975 General Appropriation Act.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in 65.31 Texas Education Code.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Department of Community Affairs  
Name of Agency

By: /s/ Ben McDonald  
Authorized Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

PERFORMING AGENCY

Texas Tech University  
Name of Agency

By: /s/ J. Knox Jones, Jr.  
Authorized Signature

Vice President for Research &  
Graduate Studies  
Title

Date: 9-21-76

EXAMINED and APPROVED this the 9th day of December, A.D., 1976.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin  
Assistant Director, Centralized  
Services

\* \* \* \* \*

- Interagency Cooperation Contract - Texas Agricultural Extension Service  
9. g. Ratify the following Interagency Cooperation Contract, No. IAC(76-77)-1825 with Texas Agricultural Extension Service for soil samples from research projects as described.

Contract Number IAC(76-77)-1825  
(Assigned by Board of Control)

THE STATE OF TEXAS       )  
                                  )  
COUNTY OF TRAVIS       )       INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University (Range & Wildlife Mgt. Dept.)

The Performing Agency: Texas Agricultural Ext. Service

II. STATEMENT OF SERVICES TO BE PERFORMED:

Soil Samples from Research projects must be sampled periodically

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

The charge is currently \$2.00 per sample.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Two Hundred and no/100 Dollars (\$200.00)

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Periodically when soil samples are ready to be tested

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin November 1, 1976 (Rec'd December 20, 1976 ALR), and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Texas Education Code Chapter #109

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Art. 4413 (32) V.C.S., Chapter 88 of the Texas Education Code

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Tech University  
Name of Agency

By: /s/ Glenn E. Barnett  
Authorized Signature

Glenn E. Barnett  
Executive Vice President  
Title

Date: \_\_\_\_\_

PERFORMING AGENCY

The Texas A & M University System  
Texas Agricultural Extension Service  
Name of Agency

By: /s/ W. C. Freeman  
Authorized Signature

Executive Vice President  
for Administration  
Title

Date: \_\_\_\_\_

EXAMINED and APPROVED this the 20th day of December, A.D., 1976.

STATE BOARD OF CONTROL

/s/ A. L. Rankin

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GIFTS AND GRANTS TO TEXAS TECH UNIVERSITY

10. a. Accept gifts and grants from private sources in the amount of \$727,649.25 received by Texas Tech University and the Texas Tech University Foundation through the Office of Development for the Period of November 1, 1976 through December 31, 1976. The following recapitulation presents information related to 1) gifts and grants to Texas Tech University, 2) Gifts-in-Kind, and 3) gifts from the Red Raider Club for athletic scholarships.

1. Gifts and Grants to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Total</u>
329	344	\$694,483.14

2. Gifts-in-Kind to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Valuation</u>
13	14	\$ 14.00

3. Gifts to athletic scholarship fund from Red Raider Club:

Total  
\$33,152.11

Texas Tech University  
10. b.      Gifts and Grants by Type of Donor and Geographic Area  
November 1, 1976 - December 31, 1976

	LUBBOCK		TEXAS		NATIONAL		TOTALS	
Type	No.	Amount	No.	Amount	No.	Amount	No.	Amount
A. Individuals	156	\$377,036.96	86	\$ 54,306.24	17	\$ 3,835.00	259	\$ 435,178.20
B. Business and Industry	18	4,846.21	9	7,621.15	5	3,875.00	32	16,342.36
C. Foundations	2	1,750.00	10	214,033.00	9	11,200.00	21	226,983.00
D. Associations	18	6,629.35	10	6,380.28	1	500.00	29	13,509.63
E. Bequests	1	2,394.95	1	50.00	1	25.00	3	2,469.95
Totals	195	\$392,657.47	116	\$282,390.67	33	\$19,435.00	344	\$ 694,483.14
Year to Date 9/1/76 - 12/31/76	356	\$1,172,736.48	194	\$338,549.67	66	\$636,625.98	616	\$2,147,912.13
Fiscal Year Comparison 9/1/75 - 12/31/75	285	\$527,270.17	261	\$286,125.92	93	\$192,111.84	639	\$1,005,507.93

TEXAS TECH UNIVERSITY  
Gifts and Grants  
10. c. Fiscal Year/Monthly Comparison

1974-75/1975-76/1976-77

<u>MONTH</u>	<u>NUMBER OF GIFTS</u>			<u>\$ AMOUNT</u>		
	1974-1975	1975-1976	1976-1977	1974-1975	1975-1976	1976-1977
SEPTEMBER	81	151	125	\$ 105,333.50	\$ 148,993.65	\$ 180,289.96
OCTOBER	200	163	147	94,172.91	100,724.47	1,273,139.03
NOVEMBER	86	179	198	149,854.66	129,225.05	211,404.39
DECEMBER	334	146	146	471,434.75	626,564.76	483,078.75
JANUARY	79	85		60,828.80	54,416.90	
FEBRUARY	97	47		68,855.31	34,657.81	
MARCH	390	831		50,078.07	158,349.17	
APRIL	426	350		70,801.58	59,961.12	
MAY	193	244		340,126.63	106,163.32	
JUNE	87	106		74,217.00	328,053.64	
JULY	127	84		230,941.26	83,662.07	
AUGUST	<u>155</u>	<u>131</u>		<u>67,686.23</u>	<u>206,809.24</u>	
Totals	2,255	2,517		\$ 1,784,330.70	\$ 2,037,581.20	

South Plains Chapter of API Endowed Scholarship in Engineering (Restricted) -  
Account No. 45-A094-200000-0

10. d. Approve the establishment of the South Plains Chapter of API Endowed Scholarship in Engineering (Restricted), as described.

South Plains Chapter of API Endowed Scholarship  
in Engineering (Restricted)

Origin: South Plains Chapter of API

Eligibility: Junior or Senior Petroleum Engineering student, or interested in petroleum industry, 3.0 minimum GPA; preference to be given to students who have a member of family employed in the petroleum industry.

Amount: \$25,532.53; awards in units of \$500.00 out of earnings when University is notified.

Information: Scholarship Committee, College of Engineering

Other Authorizations, Approvals  
and Ratifications

Leaves of Absence

11. a. Approve correction of leave of absence without pay for Dr. John A. Anderson, Associate Professor of Chemistry, for the fall semester only of the 1977-78 academic year. This leave was erroneously recorded as the 1977-78 academic year, and was originally approved in the December 3, 1976 Minutes, Item 12. c., Page 57.

Approve leave of absence without pay for Dr. William R. Cornette, Assistant Professor in the College of Business Administration, for twelve months beginning January 1, 1977. This leave will permit him to teach in the MBA program of Boston University in Belgium and Germany, and he will benefit from the experiences in teaching and research in this unique program. Approval of this leave is recommended by Dr. Barnett and Dr. Hardwick.

Approve leave of absence without pay effective January through December, 1977 for Dr. Gustavo M. Quesada, Associate Professor of Sociology, for the purpose of accepting a one-year visiting professorship by the Federal University of Sta. Maria, Brazil. While there, he will develop and teach courses for a new post-graduate program on agricultural extension. He will also participate and integrate with their curricula in the faculties of medicine, and sociology, which offer some potential for possible future international exchanges with Tech Complex personnel. Approval of this leave is recommended by Dr. Barnett and Dr. Hardwick.

Approve leave of absence without pay for Ms. Betty Wagner, Assistant Professor in the College of Home Economics, for the spring semester, 1977. This leave of absence will permit her to pursue doctoral study at the University of Texas in Austin. Approval of this leave is recommended by Dr. Barnett and Dr. Hardwick.

Out of Country Leaves

11. b. Approve leave for Dr. W. F. Bennett, Associate Dean in Agricultural Sciences, from 6:00 a.m. December 3, 1976 to 11:00 p.m. December 14, 1976, to go to Niamey, Niger to review the technical phases of Texas Tech University's Niger Cereals Project with AID and Nigerienne personnel; and to Abidjan, Ivory Coast to confer with US-AID personnel on range management programs as part of his duties. (Estimated cost \$1,560.00, Account No. 22-A117-200000)

Approve leave for Ms. Judith Burganger, Artist in Residence in Music, from 9:40 a.m. January 16, 1977 to 9:30 p.m. February 7, 1977, to go to Berlin, Hamburg, Darmstadt, Frankfurt, Stuttgart, and Munich, Germany, and Zurich, Switzerland, to perform in concerts, recordings, and auditions, and fulfill contract obligations made prior to appointment at Texas Tech University. (No expense)

Approve leave for Dr. John F. Deethardt, Associate Professor of Speech Communication, from 8:00 a.m. May 26, 1977 to 6:00 p.m. July 2, 1977, to go to Berlin, Germany, to attend the annual meeting of the International Communication Association. He will also gather materials to use for the benefit of the Speech Communication Division, read a selected paper, and give a report at the I.C.D. business meeting. (No expense)

Approve leave for Dr. James W. Harper, Assistant Professor of History, from 6:00 a.m. May 14, 1977 to 8:00 p.m. June 25, 1977, to go to Mexico City, Mexico. He will conduct research in conjunction with an Arts and Sciences grant on the topic of General Hugh Lenox Scott, and the United States policy toward the Mexican Revolution. Material gathered from this research will directly benefit students in his classes. (Estimated cost \$1,450.00, Account No. 12-C573-200000)

Approve leave for Dr. Banwari L. Kedia, Assistant Professor in the College of Business Administration, from 10:00 a.m. December 14, 1976 to 7:00 p.m. January 14, 1977, to go to Bombay, India to collect additional data for a research project already in progress. This material will be advantageous to the programs of the College of Business. (No expense)

Approve leave for Dr. Allan J. Kuethe, Associate Professor of History, from 10:00 a.m. May 8, 1977 to 10:00 p.m. June 19, 1977, to go to Spain under a University Research Institute grant to conduct archival research in the Archivo General de Indias in Seville, and in the Archivo General de Simancas in Simancas. He will gather documentary materials to advance work on his book-length manuscript, "Cuba and the Military Reform, 1763-1814." (Estimated cost \$1,433.00, Account No. 12-C585-200000)

Approve leave for Mr. Joseph E. Minor, Lecturer/Director of Civil Engineering, from 9:00 a.m. December 5, 1976 to 11:59 p.m. December 9, 1976, to go to Toronto, Ontario, Canada to attend a committee meeting for the National Research Council of Canada that is writing provisions for window glass design for the National Building Code of Canada. From there he will travel to London, Ontario, Canada to present a seminar on window glass design at the University of Western Ontario. This travel will benefit ongoing research programs at Texas Tech University. Estimated cost \$100.00, Account No. 12-530D-200002)

Approve leave for Dr. Robert W. Mitchell, Professor of Biological Sciences, from 8:00 a.m. December 28, 1976 to 10:00 p.m. January 16, 1977, to go to Oaxaca, Mexico to collect biological specimens for use in original research funded at Texas Tech University. (Estimated cost \$400.00, Account No. 12-C806-200000)

Approve leave for Dr. Otto M. Nelson, Associate Professor of History, from 7:00 a.m. May 8, 1977 to 11:00 p.m. August 21, 1977, to go to England and Germany under an Arts and Sciences College faculty research grant to conduct archival research on the life and career of Thomas Theodor Heine, a noted anti-Nazi. He will gather materials for a book he is writing on the life and times of Heine from the various universities in these countries. (Estimated cost \$2,650.00, Account No. 12-C570-200000)

Approve leave for Dr. S. S. Panwalkar, Associate Professor of Industrial Engineering, from 8:00 a.m. December 9, 1976 to 11:00 p.m. January 14, 1977, to go to India. There he will attend a meeting of the Operations Research Society in Madras, and present a paper. He will meet with officers of the Indian Labour Institute in Bombay in connection with a letter asking for a possibility of graduate programs for their officers at Texas Tech. (Estimated cost \$150.00, Account No. 22-E520-200000)

Approve leave for Dr. Michael K. Rylander, Professor of Biological Sciences, from 8:00 a.m. May 5, 1977 to 11:00 p.m. July 15, 1977, to go to Cali, Colombia to collect specimens of Colombian birds for deposition in the Museum, conduct a survey of the blackbirds and finches which are damaging crops in the vicinity of Cali, Colombia, consult with the staff of the Centro de Recursos para la Enseñanza, Universidad del Valle, regarding the editing of Spanish language videotapes of North and South American flora and fauna, and photograph flight patterns of Colombian hummingbirds as part of a study of the behavior of hummingbirds. (Estimated cost \$450.00, Account No. 12-C052-200000)

Approve leave for Dr. Pill-Soon Song, Horn Professor of Chemistry, from 8:00 a.m. March 17, 1977, to 11:00 p.m. April 4, 1977, to present an invited paper at the International Symposium on Photomorphogenesis in Israel; to present seminars at universities in Israel, West Germany and Japan, and to discuss with colleagues in those countries and Korea, research and graduate training programs that will materially benefit his teaching and guidance of graduate students in the Department of Chemistry at Texas Tech University. (Estimated cost \$400.00, Account No. 12-C006-200000; \$200.00, Account No. 12-C798-200000; \$800.00, Account No. 12-G001-200000; \$600.00, Account No. 22-C072-200001)

Approve leave for Dr. Richard Vengroff, Associate Professor of Political Science, from 6:00 a.m. January 15, 1977 to 9:00 p.m. February 7, 1977, to go to Niger to help plan and evaluate the Niger Cereals Project, for which Texas Tech is the lead institution. Working through ICASALS, he will design an instrument for the systematic evaluation of the project impact on the people of Niger, in terms of both social costs and project externalities. (Estimated cost \$2,400.00, Account No. 22-A117-200000)