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UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON 25, D. C.

EP: EVM
IN REPLY REFER TO:

FEB 7 1957

Dear Admiral T. F. Cooper, (MC) USN
National Naval Medical Center
Bethesda, Maryland

Dear Admiral Cooper:

The purpose of this letter is to inform you of plans for the fourth follow-up medical examination of the Marshallese people who were exposed to radioactive fallout in the Spring, 1954 and to solicit your assistance in the execution of these plans. The enclosed copy of a letter to the Chief of Naval Operations describes the scope of the proposed examinations and requests the cooperation of the Department of the Navy. In his letter of December 13, 1956, the Deputy Chief of Naval Operations responded in the affirmative to our request. A copy of his letter is enclosed.

Members of the staffs of the Naval Medical Research Institute and the Naval Radiological Defense Laboratory have participated in previous medical examinations of the Marshallese and have contributed significantly to the success of these medical missions. The leader of this fourth mission will be Dr. Robert L. Conant, Medical Division, Brookhaven National Laboratory. You may recall that Dr. Conant was formerly a member of the staff as Captain, (MC) USN.

Dr. Conant, Dr. W. King, (MC) USN, has informed me of your willingness to act as assistant administrator for certain of the out-of-pocket incurred in connection with the mission. Your cooperation is appreciated. The elements of cost for which your administrative services (through RMT) are requested are for the out-of-pocket which reimburse the National Naval Medical Center for the use of the attached Appendix 1. These out-of-pocket elements are (1) travel and claim for reimbursement of expenses incurred at the conclusion of the mission. The support of this project by the AEC is consistent.

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BY AUTHORITY OF DOE/OD
DATE 2/27/91
ULTRA DNA SWISHER TO
DOE WA-225, 1-31-90

RG 181 AGENCY/NRDL

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Rear Admiral T. F. Cooper -2-

with the responsibilities acknowledged by us in our letter of August 5, 1954 to the Chief of Naval Operations.

Appendix "R", attached, covers standard AEC requirements in connection with reimbursable agreements. It is understood that both Appendix "A" and Appendix "R" shall constitute parts of this letter agreement.

If the terms of this agreement are acceptable to the National Naval Medical Center, it is requested that your acceptance be indicated in the space provided below and that the original be returned to this office. Additional copies of this agreement and copies of our letter to the Chief of Naval Operations are enclosed for forwarding to the Chief, Bureau of Medicine and Surgery; the Chief, Bureau of Ships; the Commanding Officer, NMCI; and the Commanding Officer, NMDL.

Sincerely yours,

SAN BRUNO FRC

Charles L. Dunham, M.D.
Director
Division of Biology and Medicine

Enclosures:
Appendix "A"
Appendix "R"

ACCEPTED:

NATIONAL NAVAL MEDICAL CENTER
DEPARTMENT OF THE NAVY

By T. F. COOPER, Rear Admiral, MC, USN

Title Commanding Officer
National Naval Medical Center, Bethesda, Md.
Date 8 February 1957

APPENDIX A

Cost Estimate

Salaries for Marshallese Nurse, Technician, Interpreters and Health Aide (1)	\$ 2,000
Travel and Per Diem (2)	6,316
Overtime Payments (3)	1,000
Reports	1,060
Supplies	1,000
Travel and Per Diem for Marshallese Group - Round trip to Chicago (4)	5,524
Clothing for Marshallese Group for Chicago trip	<u>1,500</u>
Total Estimated Cost	<u>\$19,000</u>

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- (1) To be selected by the District Administrator, Marshall Islands.
- (2) All service personnel, both military and civilian, named in letter of November 2, 1956 to CNO plus Lt. Edwin L. Carter, (MC) USNR.
- (3) Messrs. Eymon Rechter and William Murray, USNRDL civilian employees. Includes applicable overhead.
- (4) To be selected by the District Administrator, Marshall Islands. Total party limited to 4 Rongelapese, 2 Utiirikese, 1 Majuro resident and 1 Leader-Interpreter.

APPENDIX "R"

I. Definitions

For purposes of this agreement, "Commission" means the United States Atomic Energy Commission or any duly authorized representative thereof, and "Agency" means

II. Cost Chargeable to Commission Funds

Subject to limitations and conditions specified in letter agreements incorporating this Appendix, the Agency will be reimbursed, except as otherwise provided in Articles III and IV hereof, for the actually incurred net costs necessary or incident to the performance of the work under letter agreements incorporating this Appendix, except that no claim shall be made against the Commission for indirect costs and expenses unless and to the extent otherwise provided in the letter agreements incorporating this Appendix.

III. Capital Equipment

a. "Capital Equipment" means each item of equipment which is expected to have an extended period of service, generally a year or more and has sufficient monetary value, generally of \$50.00 or more, to justify continuing accounting records for the item.

b. Unless expressly authorized by the contracting officer in advance, the Agency shall not be reimbursed under this agreement for the procurement of capital equipment.

c. If capital equipment is purchased or otherwise acquired pursuant to an authorization under paragraph b. above, except as may be otherwise agreed by the Commission and the Agency,

- (1) the title thereto shall vest in the Commission;
- (2) the Agency shall be responsible for the maintenance and safeguarding thereof;
- (3) the Agency shall maintain a record thereof in such a manner as to insure adequate control and accounting thereof.

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IV. Real Property and Facilities

a. Unless expressly authorized by the contracting officer in advance, the Agency shall not be reimbursed under this agreement for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction, or expansion.

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b. If the Agency acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under paragraph a. above, except as may be otherwise agreed by the Commission and the Agency,

- (1) the title thereto shall vest in the Commission;
- (2) the Agency shall be responsible for the maintenance and safeguarding thereof;
- (3) the Agency shall maintain a record thereof in such a manner as to insure adequate control and accounting thereof.

V. Technical Progress Reports

The Agency will make such reports to the Commission on the progress of the work under this agreement as may be mutually agreed upon.

VI. Patents

It is understood and agreed by the Commission and the Agency that the patent provisions to be employed in any particular cooperative undertaking between the parties, or to work performed in the field of atomic energy by the Agency, will be, to the extent applicable, as set forth below:

- (a) In any contract or task order under contract where the work to be performed pertains to the field of atomic energy, the agency will incorporate the patent provisions of ASPR 9-107.2;
- (b) In any contract or task order under contract where the Agency has the work performed by an Agency contractor, the Agency will incorporate the patent provisions of ASPR 9-107.2;
- (c) Where Agency personnel, either military or civilian, are assigned or detailed to the Commission, the provisions of the modified agreement approved October 26, 1954, shall apply;
- (d) In any contract or task order under contract where the Agency has the work performed by Agency personnel, either military or civilian, at an Agency installation or that of an Agency contractor, any inventions or discoveries made or conceived in the course of or in connection with such work shall usually be reported and handled in accordance with the usual Agency procedure, except that inventions or discoveries useful in the production or utilization of special

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nuclear material or atomic energy shall be subject to a determination of rights by the Commission in accordance with Commission policy, provided, however, that if the Commission waives its right to any such invention or discovery the rights therein shall be determined by the Agency under Executive Order 10096.

VII. Security

a. Agency's Duty to Safeguard Restricted Data, etc.

In the performance of the work under this agreement the Agency shall be responsible for safeguarding Restricted Data and other classified matter and protecting against sabotage, espionage, loss and theft, the classified documents, materials, equipment, processes, etc., as well as such other material of high intrinsic or strategic value as may be in the Agency's possession in connection with performance of work under this agreement. Except as otherwise expressly provided in the specifications the Agency shall upon completion or termination of this agreement transmit to the Commission any classified matter in the possession of the Agency or any person under its control in connection with performance of this agreement.

b. Access to Restricted Data

1. Restricted Data may be transmitted from the Commission to the Agency to the extent necessary for the performance of the work, but neither the Commission nor its contractors may permit any employee of the Agency or its contractors or a member of the Armed Forces to have access thereto except in accordance with the procedures established under Section 143 of the Atomic Energy Act of 1954 or until the designated investigating agency shall have made an investigation and report to the Commission, on the character, association, and loyalty of the individual and the Commission shall have determined that permitting such individual to have access to Restricted Data will not endanger the common defense and security.

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2. The Agency will be responsible for safeguarding all Restricted Data received by it or its contractors from the Commission or its contractors in connection with the performance of work under this agreement. Such safeguarding, including the responsibility for further dissemination of the information within and between Department of Defense agencies and within and between Department of Defense contractor organizations, shall be, except as provided in Paragraph c. of this Article, in accordance with applicable Department of Defense regulations; Provided That, except as authorized by the Commission upon a determination by the Commission that such action is clearly consistent with the national interest, in no event will the Agency permit any individual who is not an employee of the Department of Defense or of its contractors or a member of the Armed Forces to have access to Restricted Data until

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the designated investigating agency shall have made an investigation and report to the Commission on the character, association, and loyalty of the individual and the Commission shall have determined that permitting such individual to have access to Restricted Data will not endanger the common defense and security.

3. As used in this section, the phrase "designated investigating agency" means the Civil Service Commission or the Federal Bureau of Investigation, or both, as determined under the provisions of the Atomic Energy Act of 1954. Also as used in this section the phrase "Restricted Data" means all data concerning 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 Act.

c. Special Safeguards

With respect to any particular work performed under this agreement, the Commission may impose such special security safeguards as it deems appropriate, including restrictions upon the preparation and dissemination of Restricted Data or other classified information made available to or developed by the Agency in connection with the performance of the work, and may require such reports and make such inspections of the facilities where the work is being performed as it deems necessary to assure compliance with the requirements of this paragraph.

VIII. Termination

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The Commission may terminate this agreement upon 30 days written notice of such termination addressed to the Agency. In the event of such termination the Agency shall be reimbursed to the extent permitted by Articles II, III, and IV hereof, for obligations actually incurred to the date upon which notice of termination is received and for commitments which the Agency, in the exercise of due diligence, is unable to cancel extending beyond the date notice of termination is received to a date not later than the date upon which the agreement would have expired if not terminated under this paragraph.

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