

**SPECIAL HANDLING**

SHC65-9031-306

Copy No.   1  

FINAL CLOSE-OUT

CONTRACT BB-425

TASK 2

**SPECIAL HANDLING**

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**I N D E X**

**Release**

**Assignment of Refunds, Rebates and Credits**

**Certification for Percentage of Completion**

**Cost - Analysis at Recoverable Overhead and G & A Rates**

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**RELEASE**

Contract No. BB-425 Task 2

Pursuant to the terms of Contract No. BB-425 Task 2 and in consideration of the sum of thirty-two thousand, six hundred forty-nine dollars and eighty-three cents which has been or is to be paid under the said contract to Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the United States of America (hereinafter called the Government) does remise, release and discharge the Government, their officers, agents and employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
  
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Government to third parties arising out of the performance of the said contract which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Government within the period specified in the said contract.
  
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Government and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this eighth day of November 1965.

Ite  STAT  
 By   
 Title Corporation Controller STAT

I, , certify that I am the Secretary STAT  
 (Official Title)  
 of the corporation named as Contractor in the foregoing release; that   
 who signed said release on behalf of the Contractor, was then Corporation Controller  
 (Official Title)

of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

STAT

(Corporate Seal)

**SPECIAL HANDLING**

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ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Contract No. BB-425 Task 2

Pursuant to the terms of Contract No. BB-425 Task 2 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the United States of America (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due, or which may become due, and to promptly forward to the Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this eighth day of November 1965.

Itek Corporation  
By \_\_\_\_\_ STAT

Title Corporation Controller STAT

I, \_\_\_\_\_, certify that I am the Secretary  
(Official Title)  
of the corporation named as Contractor in the foregoing assignment; that  
\_\_\_\_\_, who signed said release on behalf of the Contractor, was  
then Corporation Controller of said corporation; that said release was duly  
(Official Title)  
signed for and in behalf of said corporation by authority of its governing body  
and is within the scope of its corporate powers

\_\_\_\_\_  
STAT

(Corporate Seal)

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## CERTIFICATION FOR PERCENTAGE OF COMPLETION

(Task Order No. 2, Contract RA425)

I hereby certify that the percentage of completion of work called for in Contract Task Order No. 2 to RA425, as determined by estimate made and approved by me, was not less than 37% as of 5 April 1962.

By:

Title:

Dated:

STAT

17 12 1962

**SPECIAL HANDLING****SETTLEMENT CLAIM****PROJECT 9031**

	Fiscal 1961 2nd Half	Fiscal 1962	Grand Total
<b>Direct Labor Hours</b>			
Engineering	<u>1731.7</u>	<u>584.0</u>	<u>2315.7</u>
Total Direct Labor Hours	1731.7	584.0	2315.7
<b>Direct Labor Dollars</b>			
Engineering	<u>\$ 7158.58</u>	<u>\$ 2470.04</u>	<u>\$ 9628.62</u>
Total Direct Labor Dollars	\$ 7158.58	\$ 2470.04	\$ 9628.62
<b>Labor Overhead</b>			
Engineering	<u>10474.43</u>	<u>3349.13</u>	<u>13823.56</u>
Total Labor Overhead	10474.43	3349.13	13823.56
Material	52.54	2185.44	2237.98
Contract Labor		272.25	272.25
Travel		72.99	72.99
Tel & Tel	1.49	12.73	14.22
Overtime Premium	1.35	22.13	23.48
Other Direct Labor	<u>276.64</u>	<u>609.11</u>	<u>885.75</u>
Subtotal	\$17965.03	\$ 8993.82	\$26958.85
G&A	<u>1945.61</u>	<u>1060.37</u>	<u>3005.98</u>
Total Costs	<u>\$19910.64</u>	<u>\$10054.19</u>	<u>\$29964.83</u>
<b>Rates Applied:</b>			
Overhead Engineering	146.32%	135.59%	
G&A	10.83%	11.79%	

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