333	CAMERA WORKS STATE ST., ROCHESTER 4, NEW YORK		PURCHASE ORDER NO.	1-431,95	
	DATE January 10, 1956		DEPT. NO	79	
	ter Control Company, Inc.	\neg	энір то		STAT
•	sley 57, Massachusetts		E. K. CO. CA ROCHESTER SHOW ABOV ALL SHIPME	4, NEW YO I E MARKINGS	RK
	UR ORDER AS PER SPECIFICATIONS AND CONDITIONS V AND ON THE REVERSE SIDE OF ORDER	SHIP! AND	SE RENDER (NVO)C PING METHOD WITH CORRESPONDENCE , 333 STATE STREE	H B/L OR EXPR	ESS RECEIPT
QUANTITY	SPECIFICATIONS			PRIC	E
	Control Company, Inc. (hereinafted "Computer Control") as directed to Kodak Company (hereinafter called under special contract identified. This purchase order and the equip provided herein are unclassified. (Con	by Eas l "Kod l as 2 oment	to be the event		
ER SUBJECT	TO ATTACHED FORM Nos.			<i>6</i>	
M	ND PROMPTLY RETURN THE NOWLEDGMENT COPY	FAS	STMAN KO	DAK COL	ADANV

- (1) PRICE. The price shall not be higher than that appearing on the face of this order, or if no price appears thereon, then no higher than that last quoted by Seller.
- (2) INSPECTION AND ACCEPTANCE. All material under this order will be subject to inspection and acceptance after delivery. Material failing to meet the requirements of this order will be held at Seller's risk and may be returned at Seller's expense.
- (3) EXTRAS. No charge will be allowed for packing, crating, freight, express, or other carrier's charges or cartage, unless designated on this order.
- cancel this order or any portion thereof, holding the Seller responsible, if material furnished pursuant to this order or any shipment thereunder is not as specified or if delivery is not made when and as specified, time being of the essence of this order. Buyer may cancel this order or any portion thereof if the Seller is adjudicated a bankrupt, if a petition under the Bankruptcy Act is filed and is not vacated within sixty days, if the Seller makes are assignment for the benefit of creditors, if a Receiver of the property of the Seller is appointed or if action under any law for the relief of debtors is taken in respect of the Seller.
- EXCUSABLE FAILURE OR DELAY. Seller shall not be held responsible for failure of or delay in delivery nor Buyer for failure or delay in accepting material hereunder if such failure or delay is due to act of God or the public enemy, war, governmental acts or regulations, ire, flood, embargo, quarantine, enidemic, differences with workmen accident, unusually severe weather or other cause, either similar or electricity to the foregoing, beyond their control in the event of failure of or delay in delivery or acceptance for any such cause the quantity provided for in the order may be reduced accordingly by written notice by either party to be other.
- PATENT INDEMNITY. Seller will indemnify Buyer, its subsidiaries and customers against loss, demage and expense resulting from any claim or legal proceeding for patent infringement and arising out of the purchase possession or sale of the gends or cred by this order, or the use thereof in any manner inherent in the goods or in any manner actively induced by Seller. Seller will at its expense defend any such claim or proceeding upon receipt of prompt written notification thereof from Buyer, but Buyer may be represented therein at its own expense.
- (7) CHANGES IN WRITING. Unless in writing and signed by both parties, no terms or conditions other than those set forth above and on the face of this order and no chance or addition to this order or its terms and conditions shall be effective.

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that reports pursuant hereto may bear a security classification such reports shall be handled by Computer Control in accordance with ASPR 7-104-12-

SCOPE OF WORK

Computer Control, during the period of October 1, 1955 to April 1, 1956 and under the technical supervision of Kodak, shall use its best efforts to supply the necessary personnel, facilities, and materials and de all other things necessary for or incident to the performance of the work as set forth below. Computer Control agrees to use its best efforts to complete performance of this contract within the estimated cost and within the time specified, but Kodak and Computer Control agree that performance within such estimated cost and within such time cannot be guaranteed.

In this connection Computer Control shall not make expenditures or commitments over and above the amount stated herein nor beyond April 1, 1956, whichever occurs first, without prior written approval of Kodak, and Kodak shall not be obligated to pay for such expenditures or commitments. Computer Control shall not be obligated to work beyond the amount or time stated herein without negotiation of a mutually satisfactory agreement providing therefor.

It is understood that this work shall be done under a modified CPFF type contract.

The work to be undertaken shall consist of furnishing all services, facilities, and materials required to design and construct the electronic portion of Minicard Selector No. 2.

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RELIMBURSING

The reimbursement due Computer Control for its direct cests incurred in the performance of the services required by this contract shall be computed in accordance with the principles set forth in Part 2 of Section XV of the Armed Services Procurement Regulation, which Section is hereby incorporated in and made a part hereof by reference. Such direct costs shall not include the Computer Control catalog components referred to as "Direct Charges" in the Computer Control cost analysis attached to Computer Control quotation dated November 23, 1955.

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In lieu of direct reimbursement for indirect costs for work performed at Computer Control, Computer Control shall be reimbursed for Engineering Expense and GAA Expense on the basis of actual cost, subject to standard Government audit in the manner normally employed by the Navy Cost Supervisory Service, upon the completion of this order. For purposes of progress billings, the following rates shall be used provisionally until negotiation of new rates shall have been effected, at which time payment under such provisional rates shall be adjusted accordingly:

STATINTL

Computer Control represents that the foregoing rates do not include any element of profite

In addition to the normal Manufacturing Costs (materials, labor, engineering overhead), General and Administrative Cost, and the Fixed Fee, there has also been included in the total contract consideration, Forty-nine Thousand, Six Hundred Ninety dollars (\$49,690.00) representing Computer Control's prices for items normally produced by Computer Control which are used in the performance of this contract. It is understood that such items normally produced and sold by Computer Control are chargeable to this contract at net wholesale prices normally charged by Computer Control pursuant to its Catalog or otherwise for such items, but not subject to the application of G&A and Fee. These items which are included in Computer Control cost analysis, attached to quotation dated November 23, 1955 and referred to as "Direct Charges," are as follows:

20 3C Blocs \$1980.00
10 Acoustic Hemory 6 600.00
6 30 Unit Delay Fanel 6 465.00
5 15 Unit Delay Panel 6 260.00

Kodak will reimburse Computer Control for such components at the fixed prices listed above upon certification by Computer Control and/or inspection satisfactory to Kodak that the above components are applied or made a part of the Minicard Selector constructed under this order.

PAYHENY

Kedak will reimburse Computer Centrol for empenditures made in accordance with the above provisions and will pay Computer Centrol the agreed compensation and fixed amounts for costs incurred in accordance with the above provisions, upon certification and delivery to Kodak of copies of the original payrells for labor, receipted invoices for materials, equipment etc., or other evidence satisfactory to Kodak. Reimbursement and payment will be made as promptly as possible, generally monthly, but may be made at more frequent intervals if the conditions so warrant and Computer Control so requests.

Eighty-five percent (85%) of the fixed fee set forth herein shall be paid as it accrues, in monthly installments based upon percentage of completion of the work as verified by Kodak.

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Upon completion of the work and its acceptance by Kodak, Kodak shall pay to Computer Centrol the unpaid balance of the cost, if any, of the work determined as above, and of the fixed fee. Kodak shall accept the completed work with reasonable promptness.

DELIVERY

The work shall be completed and the units shall be delivered by April 1, 1956.

GOVERNMENT CONTRACT REQUIREMENTS

Computer Control understands that the work hereunder is subject to the conditions contained in the following attachments which are incorporated herein.

Attachment No. 1 - EK-1955 - Government Contract Clauses.

Attachment No. 2 - CW-158-I - License Under Copyrightable Material.

Attachment No. 3 - CW-158-E - Notice and Assistance Regarding

Patent Infringement.

Attachment No. 4 - CW-158-B - Authorization and Consent.

The following Armed Services Procurement Regulation is incorporated herein by reference:

ASPR9-103 - Reporting of Royalties

All of the foregoing clauses are incorporated herein with the understanding that the Contracting Officer representing the United States Government has directed that no agency of the U_a S. Government, or any other person, firm or corporation shall be given access to your records, except as directed by him.

SUBCONTRACTS

Computer Control shall not, without the prior written consent of Kodak, place any subcontract which is on a cost-plus-fixed-fee basis, or is on a fixed-price basis exceeding either \$25,000 or five percent of the total estimated cost of the contract, or is on a time-and-material or labor-hour basis or involves research and development work. Computer Control further agrees that no subcontract placed under this contract shall provine for payment on a cost-plus-percent-of-cost basis.

PROPERTY RIGHTS

All equipment, models, designs, layouts, drawings, sketches, reports, data and similar material prepared or produced hereunder shall be the property of and delivered to Kodak,

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Kodak shall have the right without further compensation to Computer Control, to make, use, lease, and sell and to reproduce, use or publish any such equipment, models, designs, layouts, drawings, sketches, reports, data and similar material propared or produced hereunder and Computer Control shall do all things necessary to vest and maintain in Kodak the aforementioned right.

PATENTS

Mothing in this agreement, or any work specified hereunder or in any purchase orders, shall constitute a waiver by Kodak of any of its rights under any inventions or patents of Kodak.

Computer Control hereby agrees that the entire right, title, and interest in and to all inventions, discoveries and improvements (whether or not patentable) conceived or first actually reduced to practice either (2) in the performance of the experimental, developmental or research work under this contract, or (b) in the performance of any experimental. developmental or research work relating to the subject matter of this contract which was done upon the understanding that a contract would be awarded, shall be the property of sodak. Computer Control further agrees to disclose to Kodak as promptly as available all information known or possessed by Computer Control or its employees concerning such inventions, discoveries, and improvements, and upon request of Kodak and without further remuneration to Computer Control or its suployees by Kodak, but at the expense of Kodak, Computer Control will procure execution by its employees of all applications for patents, assignments thereof and other instruments which are prepared and presented by Kodak and will require such employees to do all things which kodak may deem necessary to vest and maintain in Kodak such entire right, title, and interest in and to all such inventions, discoveries and improvements.

Computer Control hereby grants to Kodak a nonexclusive license, with the right to grant sublicenses, under any of Computer Control's purchase order at a royalty to be negotiated and not to exceed 3% of the not selling price, or 6% of the manufacturing cost, of that part of the apparatus employing or embodying the invention so patented and used.

Computer Control agrees to contract with its employed officers, who are to be connected with the work to be persequiring such employees and officers (1) to assign to Computer Control or its nominees any such inventions, atc. herein above referred to, and (2) to execute and deliver patent applications and such inventions, and (3) to take all other action necessary or desirable to carry out, insofar as they are concerned. Computer Control of undertaking herein. The contract between Computer Control and its employees and officers shall be substantially in the form acts and nereto and entitled "Special Caployees Agreement."

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Computer Control agrees to include in any subcontract hereuniar of \$3,000 or more, in which payment is to be made for experimental, developmental or research work, a Patent Rights Clause which is no lass favorable to Kodak and the Government than the Patent Rights Clause contained in this purchase order.

CONFIDENTIAL NATURE OF WORK

Computer Control agrees to use in parformance of the services and work bereunder only trustworthy personnel who have agreed to assign all their inventions, discoveries and improvements to Computer Control, or its designes, and Computer Control agrees not to disclose, other than to Modak's or Computer Control's suployers or officers directly concerned with work under this purchase order, to any person, firm, or comparation any details or information concerning, or acquired in the course of or as background to, any design, engineering or development work to be performed or being performed for Modak under this agreement, and Computer Control further agrees not to do for any person, firm or comporation other than Modak, any design, engineering, or development work on particular subjects or projects which account or employ any details or information not to be disclosed to others as hereinbefore provided, such restrictions to continue in effect until notice in writing from Kodak or until such information is otherwise available to the public.

CONDITIONS ON REVERSE SIDE OF PHIS PURCHASE OFFICE (see form attended)

Conditions No. 1, No. 4, No. 5, and No. 7, appearing on the reverse tide of this purchase order are hereby incorporated to and become a part of this error. Conditions No. 2 and No. 3 atther do not apply or are covered in greater detail in the body of the error, itself. Conditions No. 5 is waived with the understanding that Computer Control shall advice Kodak in reasonable adviate in Computer Control has reason to believe that anything that asy have been incorporated in the Computer Control design may involve infringement of any U. 5, Patent.

Approved For Release 2002/06/13: CIA-RDP81B00878R000800120001-5 EASTMAN KODAK COMPANY -- ROCHESTER, NEW YORK

PART OR ALL OF THE ARTICLES COVERED BY THE ATTAHCED ORDER ARE TO BE USED IN THE PERFORMANCE OF CONTRACTS
FOR THE GOVERNMENT. THE FOLLOWING PROVISIONS ARE ESSENTIAL PARTS OF THIS ORDER, TO ALL OF WHICH
YOU AGREE IN ACCEPTING THIS ORDER

LABOR STANDARDS: NONDISCRIMENATION

E.K. 1955

YOU WARRENT THAT THE WORK WILL BE DONE MEREUNDER IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT OF 1938 AND WITH THE APPLICABLE PROVISIONS OF THE WALSH-HEALY ACT AND THE EIGHT HOUR LAW. IF THIS IS AN ORDER OR SUB-CONTRACT FOR OTHER THAN STANDARD COMMERCIAL SUPPLIES OR RAW MATERIALS, YOU AGREE NOT TO DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT SECAUSE OF RACE, RELIGION, COLOR, OR NATIONAL ORIGIN, THE AFORESAID PROVISION 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. YOU AGREE TO POST MEREAFTER IN CONSPICUOUS PLACES, AVAILABLE FOR EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, HOTICES TO BE PROVIDED BY THE CONTRACTING OFFICER SETTING FORTH THE PROVISIONS OF THE HONDISCRIMINATION CLASSE.

NOTICE TO GOVERNMENT OF LABOR DISPUTES

WHENEVER AN ACTUAL OR POTENTIAL LABOR DISPUTE IS DELAYING OR THREATENS TO DELAY THE TIMELY PERFORMANCE OF THIS CONTRACT, YOU WILL IMMEDIATELY GIVE NOTICE THEREOF TO THE NEAREST REPRESENTATIVE OF THE GOVERNMENT DEPARTMENT CONCERNED. SUCH NOTICE SHALL INCLUDE ALL RELEVANT INFORMATION WITH RESPECT TO SUCH DISPUTE; PROVIDED SUCH NOTICE NEED NOT SE GIVEN IF THIS IS AN ORDER FOR THE FURNISHING OF STANDARD OR COMMERCIAL ARTICLES OR NAMED THE PROVIDED SUCH NOTICE OF THE FURNISHING OF STANDARD OR COMMERCIAL ARTICLES OF THE FURNISHING OF T

MILITARY SECURITY REQUIREMENTS

- (A) THE PROVISIONS OF THE FOLLOWING PARAGRAPHS OF THIS CLAUSE SHALL APPLY ONLY IF AND TO THE EXTENT THAT THIS ORDER INVOLVES ACCESS TO CLASSIFIED MATTER, WHICH AS USED IN THIS CLAUSE SHALL MEAN INFORMATION OR MATERIAL CLASSIFIED "TOP SECRET", SECRET", OR "COMPIDENTIAL",
- (8) YOU (1) SHALL BE RESPONSIBLE FOR SAFEGUARDING ALL CLASSIFIED MATTER AND SHALL NOT SUPPLY OR DISCLOSE CLASSIFIED MATTER TO ANY UNAUTHORIZED PERSON, (11) SHALL NOT MAKE OR PERMIT TO BE MADE ANY REPRODUCTIONS OF MATTER CLASSIFIED "TOP SECRET" EXCEPT WITH THE PRIOR WRITTEN AUTHORIZATION OF THE CONTRACTING OFFICER, (111) SHALL NOT MAKE OR PERMIT TO BE MADE ANY REPRODUCTIONS OF MATTER CLASSIFIED "SECRET", OR "CONFIDENTIAL", EXCEPT AS MAY BE ESSENTIAL TO PERFORMANCE OF THE CONTRACT, (1V) SHALL SUBMIT TO THE CONTRACTING OFFICER, AT SUCH TIME AS THE CONTRACTING OFFICER, MAY DIRECT, AN ACCOUNTING OF ALL REPRODUCTIONS OF MATTER CLASSIFIED "TOP SECRET", "SECRET", OR "CONFIDENTIAL", AND (V) SHALL NOT INCORPORATE IN ANY OTHER PROJECT ANY SPECIAL FEATURES OR DESIGN OR CONSTRUCTION WHICH WILL DISCLOSE CLASSIFIED MATTER, EXCEPT WITH THE PRIOR WRITTEN AUTHORIZATION OF THE
- (C) EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE SECRETARY OR HIS DULY AUTHORIZED REPRESENTATIVE, YOU (1) SHALL NOT PERMIT ANY ALIEN TO HAVE ACCESS TO CLASSIFIED MATTER, AND (11) SHALL NOT PERMIT ANY INDIVIDUAL TO HAVE ACCESS TO MATTER CLASSIFIED "TOP SECRET", OR "SECRET".
- (0) YOU AGREE (1) TO SUBMIT IMMEDIATELY TO THE CONTRACTING OFFICER A COMPLETE CONFIDENTIAL REPORT OF ANY INFORMATION WHICH YOU MAY HAVE CONCERNING EXSTIBS OR THREATENING ESPIONAGE, SABOTAGE, OR SUBVERSIVE ACTIVITY, (11) TO SUBMIT TO THE CONTRACTING OFFICER, UPON WRITTEN REQUEST, ANY AND ALL INFORMATION WHICH YOU MAY HAVE CONCERNING ANY OF YOUR EMPLOYEES ENGAGED IN ANY WORK AT ANY PLANT, FACTORY, OR SITE AT WHICH WORK UNDER THIS CONTRACT IS BEING PERFORMED, AND (11) TO EXCLUDE FROM YOUR PLANT, FACTORY, SITE OR PART THEREOF, AT WHICH WORK UNDER THIS CONTRACT IS BEING PERFORMED, ANY PERSON OR PERSONS WHOM THE SECRETARY OR HIS DULY AUTHORIZED REPRESENTATIVE, IN THE INTEREST OF SECURITY, MAY DESIGNATE IN WRITING.
- (E) YOU ARE AUTHORIZED TO RELY ON ANY LETTER OR OTHER WRITTEN INSTRUMENT SIGNED BY THE CONTRACTING OFFICER, CHANGING OR ENTIRELY REMOVING THE CLASSIFICATION OF THIS ORDER OR OF ANY GLASSIFIED MATTER.
- (F) YOUR OBLIGATIONS UNDER THIS CLAUSE SHALL BE IN ADDITION TO ANY OBLIGATIONS TO COMPLY WITH ALL THE TERMS AND PROVISIONS OF ANY APPLICABLE SECURITY OR SECRECY AGREEMENT HERETOFORE OR HEREAFTER ENTERED INTO BETWEEN YOU AND THE GOVERNMENT.
- (G) YOU AGREE TO INSERT, IN ALL SUBCONTRACTS HEREUNDER WHICH INVOLVE ACCESS TO CLASSIFIED MATTER, PROVISIONS WHICH SHALL CONFORM SUBSTANTIALLY TO THE LANGUAGE OF THIS CLAUSE, INCLUDING THIS PARAGRAPH (G); PROVIDED, THAT SUCH PROVISIONS NEED NOT BE INCLUDED IN ANY SUBCONTRACT AS TO WHICH THE CONTRACTING OFFICER SHALL CONSENT TO THE OMISSION OF SUCH PROVISIONS,

INSPECTION; WARRENTIES

ALL MATERIAL AND WORKMANSHIP SHALL AT ALL TIMES AND PLACES AND WHEN PRACTICABLE DURING MANUFACTURE BE SUBJECT TO INSPECTION AND TEST BY OURSELVES AND BY THE REPRESENTATIVE OF THE GOVERNMENT DEPARTMENT CONCERNED.

DEFECTIVE MATANDER WESTER 2002/03/13: EREPRESENTATIVE OF THE GOVERNMENT DEPARTMENT CONCERNED.

AND SPECIFICATIONS, IF ANY, OR THE REQUIREMENTS OF THIS ORDER MAY BE REJECTED AND AT OUR OFTION SHALL BE PROMPTLY CORRECTED OR REPLACED AT YOUR EXPENSE.

YOU WARRANT THAT THE WORK DONE AND ITEMS FURNISHED UNDER THIS ORDER WILL COMPLY WITH THE APPLICABLE DRAWINGS, SPECIFICATIONS OR DESCRIPTION AND WILL BE OF GOOD WORKMANSHIP AND MATERIAL AND FREE FROM DEFECT, NOTWITHSTANDING INSPECTION, ACCEPTANCE OR PAYMENT BY US.

GOVERNMENT AUDIT; RECORDS

YOU AGREE TO PERMIT ANY PERSON DESIGNATED BY THE MEAB OF ANY EXECUTIVE GOVERNMENT DEPARTMENT CONCERNED TO INSPECT AND AUDIT YOUR PLANTS AND BOOKS IN CONNECTION MEREWITH AND TO CAUSE A SIMILAR PROVISION TO BE INSERTED IN ALL SUBCONTRACTS HEREUMDER. IF THIS ORDER IS MADE ON A "COST-PLUS-A-FIXED-FEE" BASIS, OR ON A "TIME-AND-MATERIAL" BASIS, YOU SHALL KEEP AND PRESERVE RECORDS AND BOOKS OF ACCOUNT PERTABLING TO THIS ORDER; PROVIDED, HOWEVER, IF YOU, AT ANY TIME AFTER THE LAPSE OF SIX YEARS FOLLOWING THE DATE UPON WHICH THE FINAL PAYMENT HEREUMDER BECOMES DUE, DESIRE TO BISPOSE OF SAID RECORDS AND BOOKS OF ACCOUNT, YOU SHALL NOTIFY THE HEAD OF THE GOVERNMENT DEPARTMENT CONCERNED, WHO SHALL EITHER AUTHORIZE THEIR DESTRUCTION OR NOTIFY YOU TO TURN THEM OVER TO THE GOVERNMENT FOR DISPOSITION, AND YOU SHALL PROMPTLY COMPLY WITH SUCH NOTICE.

YOU AGREE, PURSUANT TO PUBLIC LAW 245, 82ND CONGRESS, THAT THE COMPTROLLER GENERAL OF THE UNITED STATES OR ANY OF HIS DULY AUTHORIZED REPRESENTATIVES SHALL, UNTIL THE EXPIRATION OF THREE YEARS AFTER FINAL PAYMENT OF PRIME CONTRACT, IF ANY, BETWEEN THE UNITED STATES OF AMERICA AND EASTMAN KODAK COMPANY, HAVE ACCESS TO AND THE RIGHT TO EXAMINE ANY DIRECTLY PERTIMENT BOOKS, DOCUMENTS, PAPERS, AND RECORDS OF YOURS INVOLVING TRANSACTIONS RELATED TO THIS ORDER. THE PROVISIONS OF THE PRECEDING SENTENCE ARE IN ADDITION TO ANY OTHER PROVISIONS HEREOF RELATING TO ACCESS TO, RETENTION OF, AND INSPECTION OF RECORDS.

BUY AMERICAN ACT

YOU AGREE THAT THERE WILL BE DELIVERED UNDER THIS CONTRACT ONLY SUCH UNMANUFACTURED ARTICLES. MATERIALS, AND SUPPLIES (WHICH TERM "ARTICLES, MATERIALS AND SUPPLIES" IS HEREINAFTER REFERRED TO IN THIS CLAUSE AS "SUPPLIES") AS HAVE BEEN MINED OR PRODUCED IN THE UNITED STATES, AND ONLY SUCH MANGFACTURED SUPPLIES AS HAVE BEEN MANUFACTURED IN THE UNITED STATES SUBSTANTIALLY ALL FROM SUPPLIES MINED, PRODUCED. OR MANUFACTURED, AS THE CASE MAY BE, IN THE UNITED STATES. PURSUANT TO THE BUY AMERICAN ACT (41 U.S. CODE ICA-D), THE FORESOING PROVISION SHALL NOT APPLY (1) WITH RESPECT TO SUPPLIES EXCEPTED BY THE SECRETARY FROM THE APPLICATION OF THAT ACT, (11) WITH RESPECT TO SUPPLIES FOR USE OUTSIDE THE UNITED STATES, OR (111) WITH RESPECT TO THE SUPPLIES TO BE DELIVERED UNDER THIS CONTRACT WHICH ARE OF A CLASS OR KIND DETERMINED BY THE SECRETARY OR HIS DULY AUTHORIZED REPRESENTATIVE NOT TO BE MINED, PRODUCED, OR MANUFACTURED, AS THE CASE MAY BE, IN THE UNITED STATES IN SUFFICIENT AND REASONABLY AVAILABLE COMMERCIAL QUANTITIES AND OF A SATISFACTORY QUALITY, OR (IV) WITH RESPECT TO SUCH SUPPLIES, FROM WHICH THE SUPPLIES TO BE DELIVERED UNDER THIS CONTRACT ARE MANUFACTURED, AS ARE OF A CLASS OR KIND DETERMINED BY THE SECRETARY OR HIS DULY AUTHORIZED REPRESENTATIVE NOT TO BE MINED, PRODUCED, OR MANUFACTURED, AS THE CASE MAY BE. IN THE UNITED STATES IN SUFFICIENT AND REASONABLY AVAILABLE COMMERCIAL QUANTITIES AND OF A SATISFACTORY QUALITY, PROVIDED THAT THIS EXCEPTION (IV) SHALL NOT PERMIT DELIVERY OF SUPPLIES MANU-FACTURED OUTSIDE THE UNITED STATES IF SUCH SUPPLIES ARE MANUFACTURED IN THE UNITED STATES IN SUFFICIENT AND REASONABLY AVAILABLE COMMERCIAL QUANTITIES AND OF A SATISFACTORY QUALITY.

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.

ASSIGNMENTS

NEITHER THIS ORDER NOR ANY INTEREST HEREIN NOR ANY CLAIM ARISING HEREUNDER SHALL BE TRANSFERRED OR ASSIGNED BY THE SELLER WITHOUT THE APPROVAL OF THE BUYER.

CHANGES

WE SHALL BE FREE TO REQUIRE CHANGES IN THE WORK TO BE PERFORMED BY YOU HEREUNDER. SUCH EQUITABLE ADJUSTMENTS SHALL BE MADE IN THE AMOUNT DUE HEREUNDER AND/OR IN THE TIME REQUIRED FOR THE PERFORMANCE HEREOF AS IS APPROPRIATE. NO CHANGES IN ANY OF THE PROVISIONS ON REQUIREMENTS OF THIS ORDER ON INSTRUCTIONS SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGHED BY OUR AUTHORIZED REPRESENTATIVE.

Unless this order specifies otherwise, the prices include all existing Federal Manufacturers' and Retailers' Excise Taxes applicable to the items ordered. Prices shall exclude existing state and local sales, use or other tax upon the understanding that we will furnish you with a certificate, applicable

OR OTHER DOCUMENT ADEQUATE TO DETAIN EXEMPTION FROM ANY SUCH EXCLUDED TAX. IF AFTER THE DATE HEREOF ANY FEDERAL, STATE OR LOCAL LAW SHALL IMPOSE OR INCREASE ANY TAX DIRECTLY APPLICABLE TO THE PRODUCTION OR SALE OF ANY SUCH ITEMS FROM WHICH YOU CANNOT OBTAIN EXEMPTION OR DECREASE ANY TAX INCLUDED IN THE PRICE OR PRICES, AN APPROPRIATE ADJUSTMENT WILL BE MADE TO REFLECT SUCH ADDED, INCREASED OR DECREASED TAX.

WITHOUT PREJUDICE TO ANY OTHER RIGHTS WHICH WE MAY HAVE HEREUNDER, AND IN ADDITION THERETO, WE CANCELLATION RESERVE THE RIGHT BY WHITTEN NOTICE TO YOU TO CANCEL THIS ORDER IN WHOLE OR IN PART, AS TO UNACCEPTED ITEMS, AND HOLD YOU RESPONSIBLE, UPON BREACH HEREOF BY YOU, INCLUDING BUT WITHOUT LIMITATION, DEFECTS IN MATERIAL EQUIPMENT, OR WORKMANSHIP, NON-COMPLIANCE WITH DRAWINGS, INSTRUCTIONS OR SPECIFICATION, OR DELAY IN DELIVERY, NOT CAUSED BY COMDITIONS BEYOND YOUR CONTROL, OR IF YOU SHALL BE ADJUDICATED BANKRUPT OR SHALL FILE A VOLUNTARY PETITION, OR CONSENT TO OR FAIL TO CONTEST A PETITION UNDER THE FEDERAL BANKRUPTCY LAWS, OR IF A RECEIVER OR TRUSTEE OF A SUBSTANTIAL PART OF YOUR PROPERTY SHALL BE APPOINTED, OR IF YOU SHALL FILE AN ASSIGNMENT UNDER ANY INSOLVENCY ACT, OR MAKE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS.

TERMINATION .

(A) THE BUYER MAY TERMINATE WORK UNDER THIS ORDER IN WHOLE OR IN PART AT ANY TIME BY WRITTEN OR TELE-BRAPHIC NOTICE. SUCH NOTICE SHALL STATE THE EXTENT AND EFFECTIVE DATE OF SUCH TERMINATION; AND, UPON THE RECEIPT HEREOF, THE SELLER WILL, AS AND TO THE EXTENT DIRECTED BY THE BUYER, STOP WORK UNDER THIS ORDER AND THE PLACEMENT OF FURTHER ORDERS OR SUBCONTRACTS HEREUNDER, TERMINATE WORK UNDER ORDERS AND SUBCON-TRACTS OUTSTANDING HEREUNDER AND TAKE ANY NECESSARY ACTION TO PROTECT PROPERTY IN THE SELLER'S POSSESSION IN WHICH THE BUYER HAS OR MAY ACQUIRE AN INTEREST.

(B) IF THE PARTIES CANNOT AGREE WITHIN A REASONABLE TIME UPON THE AMOUNT OF FAIR COMPENSATION TO THE SELLER FOR SUCH TERMINATION, THE BUYER IN ADDITION TO MAKING PROMPT PAYMENT OF AMOUNTS DUE FOR ARTICLES DELIVERED OR SERVICES RENDERED PRIOR TO THE EFFECTIVE DATE OF TERMINATION, WILL PAY TO THE SELLER, WITHOUT

DUPLICATION OF ANY ITEMS, THE FOLLOWING AMOUNTS:

(1) THE CONTRACT PRICE FOR ALL ARTICLES OR SERVICES WHICH HAVE BEEN COMPLETED IN ACCORDANCE WITH THIS ORDER AND NOT PREVIOUSLY PAID FOR; OR, IF THIS ORDER IS MADE ON A "COST-PLUS-A-FIXEB-FEE" BASIS OR ON A "TIME-AND-MATERIAL" BASIS ALL COSTS AND EXPENSES REIMBURSABLE IN ACCORDANCE WITH THIS ORDER, NOT PREVIOUSLY PAID TO THE SELLER FOR THE PERFORMANCE HEREOF PRIOR TO THE EFFECTIVE DATE OF THE MOTICE OF TERMINATION AND SUCH OF THESE COSTS AS MAY CONTINUE FOR A REASONABLE TIME THEREAFTER WITH BUYER'S APPROVAL, PROVIDED, HOWEVER, THAT THE SELLER SHALL PROCEED AS RAPIDLY AS PRACTICABLE TO DISCONTINUE SUCH COSTS.

- (2) (1) THE ACTUAL COSTS INCURRED BY THE SELLER WHICH ARE PROPERLY ALLOCABLE OR APPORTIONABLE TO THE TERMINATED PORTION OF THIS ORDER, INCLUDING THE COST OF DISCHARGING LIABILITIES WHICH ARE 30 ALLOCABLE OR APPORTIGNABLE (WHICH COST MAY INCLUDE A REASONABLE ALLOWANCE FOR PROFIT BUT ONLY ON WORK DONE IN CONNECTION WITH THE TERMINATED PORTION OF ANY SUBCONTRACTS OR ORDERS HEREUNDER), BUT EXCLUDING ANY CHARGE FOR INTEREST ON BORROWINGS, AND (11) A SUM EQUAL TO 2 PERCENT OF THE PART OF SUCH COSTS REPRESENTING THE COSTS OF ARTICLES OR MATERIALS NOT PROCESSED BY THE SELLER, PLUS A SUM EQUAL TO 8 PERCENT OF THE REMAINDER OF SUCH COSTS, BUT THE AGGREGATE OF SUCH SUMS SHALL NOT EXCEED 6 PERCENT OF THE WHOLE OF SUCH COSTS. FOR THE PURPOSE OF SUBDIVISION (11) SUCH COSTS SHALL EXCLUDE THE COSTS OF DISCHARGING LIABILITIES FOR PARTS, MATERIALS AND SERVICES NOT RECEIVED BY THE SELLER BEFORE THE EFFECTIVE DATE OF TERMINATION; OR IF THIS ORDER IS MADE ON A "GOST-PLUS-A-FIXED-FEE" BASIS OR ON A "TIME-AND-MATERIAL" BASIS, THE COST NOT OTHERWISE INCLUDED OF SETTLING AND PAYING CLAIMS EITHER ARISING OUT OF THE TERMINATION OF WORK UNDER SUB-CONTRACTS OR ORDERS HEREUNDER OR WITH RESPECT TO ANY OTHER OBLIGATIONS, COMMITMENTS AND LIABILITIES THE COST OF WHICH WOULD BE REIMBURSABLE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDER OR ARISING IN CONNECTION WITH THE TERMINATION OF THIS ORDER AND PROPERLY CHARGEABLE HERETO, PROVIDED ANY SUCH CLAIM HAS BEEN SETTLED WITH BUYER'S APPROVAL, PLUS SUCH PROPORTION OF THE FIXED FEE PAYABLE HEREUNDER AS IS EQUAL TO THE PERCENTAGE OF COMPLETION OF THIS ORDER AT THE DATE OF TERMINATION LESS ANY PAYMENTS ON ACCOUNT OF FEE THERETOFORE MADE.
- (3) THE REASONABLE COSTS OF THE SELLER IN MAKING SETTLEMENT HEREUNDER AND IN PROTECTING PROPERTY IN WHICH THE BUYER HAS OR MAY ACQUIRE AN INTEREST. PAYMENTS MADE UNDER THIS PARAGRAPH (B), EXCLUSIVE OF PAYMENTS UNDER SUB-PARAGRAPH (3), SHALL NOT EXCEED THE AGGREGATE PRICE SPECIFIED IN THIS ORDER, LESS PAYMENTS OTHERWISE MADE OR TO BE MADE.

FOR THE PURPOSES OF SUB-PARAGRAPHS (1), (2), AND (3) HEREOF, COSTS SHALL BE DETERMINED PURSUANT

TO THE CONTRACT COST PRINCIPLES AS SET FORTH IN THE ARMED SERVICES PROCUREMENT REGULATIONS IF THE PRIME CONTRACT TO WHICH THIS DADER RELATES CONTAINS A SIMILAR PROVISION, OTHERWISE PURSUANT TO THE STATEMENT OF PRINCIPLES FOR CONSIDERATION OF COSTS SET FORTH IN PART IS OF SECTION VIII OF THE ARMED SERVICES PROCUREMENT REGULATIONS AS IN EFFECT ON THE DATE OF THE PRIME CONTRACT.

- (C) WITH THE CONSENT OF THE BUYER, AND SUBJECT TO ANY RIGHT OR INTEREST WHICH THE U. S. GOVERNMENT MAY HAVE THEREIN, THE SELLER MAY KEEP AT AN AGREED PRICE OR SELL AT AN APPROVED PRICE ANY COMPLETED ARTICLES, OR ANY ARTICLES, MATERIALS, WORK IN PROCESS OR OTHER THINGS THE COST OF WHICH IS A LOCABLE OR APPORTIONABLE TO THIS ORDER UNDER PARAGRAPH (B) (2) ABOVE AND WILL CREDIT OR PAY THE AMOUNTS SO ABREED OR RECEIVED TO THE PRICE OR COST OF THE WORK COVERED BY THIS ORDER OR AS THE BUYER OTHERWISE DIRECTS. AS DIRECTED BY THE BUYER, THE SELLER WILL TRANSFER TITLE TO, AND MAKE DELIVERY OF, ANY SUCH ARTICLES, MATERIALS, WORK IN PROCESS OR OTHER THINGS NOT SO KEPT OR SOLD. APPROPRIATE ADJUSTMENT WILL BE MADE FOR DELIVERY COSTS OR SAVINGS THEREIN.
- (0) THE PROVISIONS OF THIS SECTION SHALL NOT LIMIT OR AFFECT THE RIGHT OF THE BUYER TO TERMINATE HIS ORDER FOR DEFAULT OF THE SELLER.
- (E) Since the buyer's claim, if any, may in turn be required to be presented within a specified time after termination, seller's blaim hereunder shall be submitted promptly but in no event later than 8 months from the effective date of termination or such earlier time as buyer may specify, usless extended in writing by buyer upon request of the seller made in writing within such period. Undo failure of the seller to submit such claim within the time allowed, the buyer shall determine, on the basis of information available to it, the amount, if any, due to the seller by reason of the termination.

 Special tools

UNLESS OTHERWISE AGREED IN WRITING, ALL SPECIAL DIES, MOLDS, PATTERNS, JIGS AND FIXTURES URNISHED TO THE SELLER BY THE PURCHASER OR SPECIFICALLY PAID FOR BY THE PURCHASER, SHALL BE THE PROPERTY OF THE PURCHASER, SHALL BE SUBJECT TO REMOVAL UPON COMPLETION OF THE ORDER AT THE PURCHASER'S REQUEST, SHALL BE USED ONLY IN FILLING ORDERS FROM THE PURCHASER, SHALL BE HELD AT THE SELLER'S RISK AND SHALL DE KEPT INSURED BY THE SELLER WHILE IN ITS CUSTODY OR CONTROL IN AN AMOUNT EQUAL TO THE REPLACEMENT COST THEREOF WITH LOSS PAYABLE TO THE PURCHASER.

RENEGOTIATION

- (A) THIS CONTRACT IS SUBJECT TO THE RENEGOTIATION ACT OF 1951, (P.L. 9, 82ND CONTRESS) AND SHALL BE DEEMED TO CONTAIN ALL THE PROVISIONS REQUIRED BY SECTION 104 OF SAID ACT.
- (8) THE CONTRACTOR (WHICH TERM AS USED IN THIS CLAUSE MEANS THE PARTY CONTRACTING TO FURNISH THE MATERIALS OR PERFORM THE WORK REQUIRED BY THIS CONTRACT) AGREES TO INSERT THE PROVISIONS OF THIS CLAUSE, INCLUDING THIS PARAGRAPH (B). IN ALL SUBCONTRACTS AS REQUIRED BY SECTION IOU OF THE RENEGOTIATION ACT OF 1951; PROVIDED, THAT THE CONTRACTOR SHALL NOT BE REQUIRED TO INSERT THE PROVISIONS OF THIS CLAUSE IN ANY SUBCONTRACT OF A CLASS OR TYPE DESCRIBED IN SECTION 106(A) OF THE RENEGOTIATION ACT OF 1951.

Computer Control Company, Inc. Approved For Release 2002/06/13: CIA-RDP81B00878R000800120001-5 WE 5-6220 Computer Control Company, Inc.



92 BROAD STREET

WELLESLEY 57. MASSACHUSETTS

November 23, 1955

STATINIL	·	
Apparatus Research &		
Eastman Kodak Company Camera Works		
333 State Street		
Rochester 4, New York	OT A TINITI	
Dear	STATINTL	
you have requested. to implement the Sele CPFF estimate, dated No. 3, but the result was reduced by econom other quotations subm on October 26 for Tim different manners. As you suggested	This estimate incletor with standard October 7, the devent additional cosies expected in buitted on August 26 e and Materials the we have used in	elopment costs were assigned to Selector t of Selector No. 3 over Selector No. 2 ilding two machines simultaneously. In and September 23 for Fixed Price and e development had been handled in several this estimate the same EO and G & A rates
which were applied to	our subcontract w audit will be mad	ith you for Minicard Selector No. 1. We e to determine the exact rates to be used
In the portion of discounts where application of our price list for	cable. For your r	Direct Charges we have applied quantity eference we are also enclosing a copy ment.
We will be glad require.	to promptly supply	any further information which you may
		Very truly yours,
		COMPUTER CONTROL COMPANY, INC. STATINTL
STATINTL	,	
	STATINTL	
Enclosures: 3		

Approved For Release 2002/06/13: CIA-RDP81B00878R000800120001-5 COMPUTER CONTROL COMPANY, INC.

92 BROAD STREET

WELLESIEY 57, MASSACHUSETTS

3C-PAC - PRICE LIST

Gating Package - Model GP-1	\$110.00	Quantities 1-149 Less 10% for quantities 150 and over.
Master Oscillator - Model MO-1	\$ 70.00	
Slave Clock - Model SC-1	\$ 70.00	
15 Unit Delay Panel - Model UD-15	\$250,00	Quantities 1-9 Less 10% for quan- tities 10 and over.
30 Unit Delay Panel - Model UD-30	\$ 465.00	Quantities 1-9 Less 10% for quan- tities 10 and over.
3C-BLOC - Model BL-1 (Not including 3C-PACS)	\$ 525 . 00	Quantities 1-9 Less 10% for quan- tities 10 and over:
3C-BLOC - Complete with fifteen Gating Packages and one Master Oscillator or one Slave Clock	\$2200.00	Quantitites 1-9 Less 10% for quan- tities 10 and over.

DELIVERY: 90 days after receipt of purchase order.

TERUS: 1% 10 days - net 30 days - FOB Wellesley, Massachusetts.

The above prices are effective immediately and subject to change without notice.

April 4, 1955

COMPUTER CONTROL COMPANY, INC. 92 Broad Street
Babson Park 57, Massachusetts

70

PRICE LIST

Accustic Memory, Model AD-1

Delay	Unit Price
25 - 150 microseconds	\$710
150 - 300 microseconds	\$750
300 - 600 microssconda	O18\$
600 - 1100 microseconds	\$910

Delivery: 90 days after receipt of purchase order.

Quantity Discount: 10% on 10 or more units in one group.

Terms: 1% 10 days - net 30 days - F.O.B. Wellesley, Massachusetts.

All prices subject to change without notice.

December 6, 1955

Approved For Release 2002/06/13: CIA-RDP81B00878R000800120001-5 EASTMAN KODAK COMPANY - CAMERA WORKS

P. O.	Number	G-43495	
Attach	ment NO.	2	

"Copyrights"

Kodak's prime contract under which this order is placed contains the following clause which applies to this order, the term "Contractor" meaning Subcontractor and the term "the Government" meaning Kodak and/or the Government, when so applied:

- (a) The Contractor agrees to and does hereby grant to the Government, and to its officers, agents and employees acting within the scope of their official duties (i) a royalty-free, nonexclusive and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, all copyrightable material first produced or composed and delivered to the Government under this contract by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and (ii) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Contractor in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent the Contractor now has, or prior to completion or final settlement of the contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- (b) The Contractor agrees that it will exert all reasonable effort to advise the Contracting Officer, at the time of delivering any copyrightable or copyrighted work furnished under this contract, of any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.
- (c) The Contractor agrees to report to the Contracting Officer, promptly and in reasonable written detail, any notice or claim of copyright infringement received by the Contractor with respect to any material delivered under this contract.

EASTMAN KODAK COMPANY - CAMERA WORKS

P.O. Numbe		G-43495		
	_	,		
Attachi	ment NO	3		

"Notice and Assistance"

Kodak's prime contract under which this order is placed contains the following clause which applies to this order, the term "Contractor" meaning Subcontractor, the term "the Government" meaning Kodak and/or the Government, and the term "Contracting Officer" meaning Kodak and the Contracting Officer, when so applied:

"The provisions of this clause shall be applicable only if the amount of this contract is in excess of \$5,000.

- "(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent infringement based on the performance of this contract of which the Contractor has knowledge.
- "(b) In the event of litigation against the Government on account of any claim of patent infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, upon request, all evidence and information in possession of the Contractor pertaining to such litigation. Such evidence and information shall be furnished at the expense of the Government except in those cases in which the Contractor has agreed to indemnify the Government against the claims being asserted."

EASTMAN KODAK COMPANY - CAMERA WORKS

P.O. Number	G-43495		
Attachment No.	4		

"Authorization and Consent, form 2"

Kodak's prime contract under which this order is placed contains the following clause which extends to this order:

"The Government hereby gives its authorization and consent for all use and manufacture of any patented invention in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract)."

SAPC - 2031 Copy 2 of 5

Contract No. EQ-1806

COMPRACT APPROVAL

- 1. Pursuant to your request of July 26, 1955 and your letter of September 28, 1955, approval is hereby granted to place a purchase order for Item No. 2 of Exhibit "A" of Contract No. EQ-1806 with the Photostat Corporation of Rochester, New York.
- 2. Approval is also hereby granted to place a purchase order for Item No. 4 of said exhibit with Vectron, Inc. of Walthem, Massachusetts.
- 3. With respect to the Special 70mm Printer referred to in your letter of September 28, 1955, it is understood that, when funds are made available to you for the furnishing of this item, it will likewise be obtained by purchase order from Vectron, Inc. Accordingly, approval is hereby given with respect to source for such printer. Funding of the contract for such printer, when appropriate, will be handled by separate correspondence.

25X1A		
Contracting	Officer	_

25X1A

Distribution: Orig.		25X1A
2-	Masters Service	
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DOCUMENT NO.

NO CHANGE IN CLASS.

DECLASSIFIED
CLASS. SHAPPER TO: TS S C 20 //
REXT HEVIEW DATE:

AUTH: HR TO
DATE: REVIEWER: 064540

October 19, 1955

Subject:

Contract EN-95

Gentlemen:

The subject letter of intent contains Clause 7.203-8 pertaining to subcontracting taken from the Armed Services Procurement Regulations. In general, such a clause requires your approval of any subcontracting of work anticipated in this task. We wish to place an order with Photomechanisms, Inc., 6 West 18th Street, Huntington, Station, L.I. This purchase order will cover the design of certain special equipment.

Would you please provide us your approval of this organization as to source prior to placing the purchase order with them.

		Yours	very	truly,	
	25X1A				25X1A
cc:		٠			
	File				