

SECRET

DPD-7980-59

24 November 1959

MEMORANDUM FOR : Comptroller, DPD

**SUBJECT : Final Settlement of Contract No. TA-3034
with Westinghouse Electric Corporation**

1. Reference is made to memorandum DPD-3293-59, dated 15 May 1959, regarding final settlement of the subject contract.

2. Attached are the following documents supporting the Contractor's final claim under the contract:

- a. Contractor's Release, in trip.
- b. Assignment of Credits and Refunds, in trip.
- c. Contractor's Cumulative Claim and Reconciliation, in trip.

25X1

[Redacted Signature]

Contracting Officer, DPD

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DPD-DD/P [Redacted]

Distr.

1-Finance w/att

1-TA-3034 T&P w/att

1-Chrono

25X1

[Redacted Content]

SECRET

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS

Contract No. TA-3034

Pursuant to the terms of Contract No. TA-3034 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the Westinghouse Electric Corporation, (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 United States 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 2nd day of November 1959.

WESTINGHOUSE ELECTRIC CORPORATION

[Redacted Signature Box]

Contract Manager
General Order Service Department

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I, [Redacted] certify that I am the Assistant Secretary of the corporation named as Contractor in the foregoing assignment; that [Redacted] who signed said assignment on behalf of the Contractor was then Contract Manager, General Order Service Department of said corporation; that said assignment 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.

25X1 (CORPORATE SEAL)

[Redacted Corporate Seal Box]

CONTRACTOR'S RELEASE

Contract No. TA-3034

Pursuant to the terms of Contract No. TA-3034 and in consideration of the sum of Five Hundred Twenty-five thousand, Four Hundred Twenty-nine and no/100 Dollars (525,429.00) which has been or is to be paid under the said contract to Westinghouse Electric Corporation, (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, its 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: None
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor 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 Contracting Officer within the period specified in the said contract, or within six years if no period be so specified.
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 Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 2nd day of November 1959.

WESTINGHOUSE ELECTRIC CORPORATION

[Redacted Signature]

Contract Manager
General Order Service Department

I, [Redacted] certify that I am the Assistant Secretary of the corporation named as Contractor in the foregoing release; that [Redacted] who signed said release on behalf of the Contractor was then Contract Manager, General Order Service Department 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.

(CORPORATE SEAL)

[Redacted Seal]

CONTRACTOR'S CUMULATIVE CLAIM AND RECONCILIATION
CONTRACT NO. TA-3034 JOB NO. AAD-30465

Total claimed from inception of work under this contract; less disallowances concurred in by the contractor and disallowances not subject to appeal:

Direct Material	\$ 59,270
Transportation	32
Stores and Interworks	9,586
Overtime Premiums	61
 Direct Labor & O.H. at Standard Costing Rates:	
Air Arm - Engineering	338,276
Air Arm - Factory	6,565
 Adjustment Factors to Standard Costing Rates:	
Air Arm - Engineering	11,140
Air Arm - Factory	736
 General & Administrative Expenses	77,368
 Total	<u>503,034</u>
 Fixed Fee	34,373
 Less Cost of Excess of Contract Amount	11,978
 Net Amount Claimed	<u>\$525,429</u>
 Less: Amounts approved on Public Vouchers Nos. 1 to 22	\$525,429
 Items Disallowed -- Subject to Appeal	<u>-0-</u>

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11/13/59
Date

(signed)

Factory Accountant Official Title
Westinghouse Electric Corporation Contractor