GIA-4326-65
#1698

REPLY TO:
Auditor General Representative (AFL)
P. O. Box 8155
S. W. Station
Washington, D. C.

21 October 1965

SUBJECT: Report of Final Audit
Eastman Kodak Company
Rochester, New York
Contract No. BB-X-63

TO : Contracting Officer

1. This is the final audit report on referenced contract.
Completion Voucher No. 7 for $1,380 and related documents were received
14 October 1965. Work under the contract commenced in December 1962. The
contract was terminated for the convenience of the Government, effective
30 June 1963. Contract Amendment No. 2, dated 9 September 1965 revised
the estimated cost to $150,217, and the fixed-fee to $11,567 or a total of
$161,784.

2. Results of Audit

Cumulative Costs	$150,217
Fixed Fee	11,567
Total of Vouchers Nos. 1 thru 7 claimed, audited and approved (completion voucher)	$161,784

There are no unresolved matters as a result of audit to be
discussed with the contractor.

3. Allowable costs were determined in accordance with Part 2,
Section XV of ASPR and other contractual provisions.

4. There are no known unclaimed wages, unclaimed deposits, un-presented checks or potential credits or refunds due as a result of costs incurred under the contract as of the date of this report.

5. All residual accountable property was transferred to Contract No. EB-1492.

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Auditor General Representative (AFL)   STAT

3 Atch:
   1. Completion Voucher No. 7
   2. Contractor's Release
   3. Assignment of Refunds, etc.

EASTMAN KODAK COMPANY
ROCHESTER, NEW YORK   CONTRACT NO. RDX-63   (Z-3343)

CONTRACTOR'S RELEASE

Pursuant to the terms of Contract No. RDX-63 and in consideration of the sum of One Hundred Sixty-One Thousand, Seven Hundred Eighty-Four Dollars and No Cents ($161,784.00) which has been or is to be paid under the said contract to Eastman Kodak Company, Rochester, New York, (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.

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 12th day of October, 1965.

EASTMAN KODAK COMPANY

B   STAT

CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named   STAT
as Contractor in the foregoing release; that _____ who signed said release   STAT
on behalf of the Contractor was then Assistant Comptroller of said corporation by
authority of its governing body and is within the scope of its corporate powers.

STAT

(CORPORATE SEAL)

EASTMAN KODAK COMPANY
ROCHESTER, NEW YORK   CONTRACT NO. RDX-63   (Z-3343)

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Pursuant to the terms of Contract No. RDX-63 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the Eastman Kodak Company, Rochester, New York, (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, and other amounts (including any interest thereon) in respect of direct costs 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 such refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer a check (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable cost 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 subject to its right to be represented by its own attorneys at its own expense.

IN WITNESS WHEREOF, this assignment has been executed this 12th day of October, 1965.

                                             EASTMAN KODAK COMPANY

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                                             │   STAT│
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                                             └──────────────────────────┘
                        CERTIFICATE

I ┌──────────┐, certify that I am the Secretary of the corporation named as STAT
Contractor in the foregoing assignment; that ┌──────────┐ who signed said assignment STAT
on behalf of the Contractor was then Assistant Comptroller 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.

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(CORPORATE SEAL)