

February 15, 1954

Mr. C. W. Tilson
Farmers Exchange Inc.
Durham, North Carolina

Dear Mr. Tilson:

I shall be glad to speak to the Kiwanis Club of Durham but have an engagement to go to Wilmington to make a similar talk to the Lions Club on April 1. All other Thursdays during April are without engagements at this time and I have no preference for any of them. I shall appreciate knowing as soon as possible, however, if Mr. Swindell would like to have me come on a date in April. My calendar is also clear of engagements on Thursdays during May.

We are off to a good start in rebuilding our football program as far as the coaching situation goes but are in desperate circumstances from the standpoint of scholarships. The Wolfpack Club lacks approximately \$25,000 of having met commitments for scholarships for this year. I have just had a summary made of the number of scholarship holders who are eligible to return for 1954-55. Commitments to them total approximately \$84,000.

Harry Stewart informed me recently that the Wolfpack Club was willing to obligate themselves to raise \$47,500 for next year. I do not see how any new scholarships can be awarded for next year unless the Wolfpack Club assumes responsibility for a much larger sum. The College has no funds which can be used except \$15,000 from the Book Store.

I appreciate your comments about my introduction of Coach Edwards.
With best regards,

Sincerely yours,

Carey H. Bostian
Chancellor

CHB:H
cc: Mr. H. C. Kennett



CENTRAL CAROLINA

FARMERS EXCHANGE INC.

We Buy and Sell For Farmers

DURHAM, NORTH CAROLINA

February 10, 1954

TELEPHONE 6945

FARM PRODUCTS
FARM SUPPLIES

Dr. C. H. Bostian, Chancellor
North Carolina State College
Raleigh, North Carolina

Dear Dr. Bostian:

The statement you made last night in presenting Coach Edwards was excellent. I think everyone appreciated what you said and the way you said it. I also feel that you have made a wise choice for the new Head Coach, and I believe you are going to have the cooperation of everyone, from what I have heard all around. The Durham newspaper certainly gave a nice story on him this morning.

Evidently, the Kiwanis Club here has heard of the good talk you made to the Rotary Club in Durham recently. Ed Swindell, our Chairman of the Kiwanis Program Committee and a good friend of mine, asked that I contact you about talking to the Kiwanis Club at the Washington Duke Hotel at 1:00 p.m. Thursday, April 1. If your schedule will permit this, I am sure you will enjoy meeting and talking to these men. I have worked with them in the Kiwanis for a long time, and they are, as you know, one of the best clubs in the state.

In case, it does turn out that you will not be able to make it on April 1, we will appreciate it if you will suggest another date.

With kindest, personal regards,

Sincerely yours,

C. W. Tilson
C. W. Tilson

*any other Thurs. in April
convenient — also true for
May.*

CWT:dc

July 7, 1954

Mr. John Oliver, General Manager
Tennessee Valley Authority
Knoxville, Tennessee

Dear Mr. Oliver:

North Carolina State College is planning to have three representatives at the meeting at Watts Bar on July 26-27. We shall appreciate having Mr. Smith make reservations for us and I am sure Drs. York and Ratchford will appreciate a personal invitation directly from him.

Dr. C. B. Ratchford, Assistant Director of the Agricultural Extension Service, will represent that phase of our work. He was formerly in charge of Farm Management and is well acquainted with Dr. Allbaugh and with TVA programs in western North Carolina.

Dr. E. T. York, Head of our Department of Agronomy, will represent the Agricultural Experiment Station, since it is not possible for either Dr. Ralph W. Cummings or Dean D. W. Colvard to attend.

I am making plans to come and tentatively wish to have a reservation for Mrs. Bostian also. I will let Mr. Smith know, if it becomes impossible for Mrs. Bostian to accompany me. We look forward to the Conference.

Sincerely yours,

Carey H. Bostian
Chancellor

CEB:H

TENNESSEE VALLEY AUTHORITY
KNOXVILLE, TENNESSEE

July 1 1954

Dr. C. H. Bostian, Chancellor
North Carolina State College
Raleigh, North Carolina

Dear Dr. Bostian:

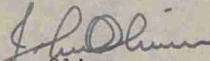
Dr. Draughon tells us that a check with you and the other Presidents of the Valley Land-Grant Colleges indicates that July 26-27 will be the most acceptable date for a meeting with the TVA Board this year, along the lines agreed to at the meeting at Watts Bar last summer.

I understand that Dr. Allbaugh and Dr. Draughon feel that we should arrange to have the Research and Extension Directors meet with us.

Pete Smith at Watts Bar Village is prepared to be our host again this year. He would like to know as early as possible the number of reservations needed and will need to have this information not later than July 12. Mr. Smith also wants to send you a personal invitation. Could you give us the names of those who will be in your party as soon as possible?

We are pleased to have this opportunity to meet with you again and further explore subjects of mutual interest.

Cordially yours,


John Oliver
General Manager

November 30, 1954

Mr. G. R. Leonard, Acting Chief
Training Branch
Public Health Service
Department of Health, Education, and Welfare
Washington 25, D. C.

Dear Mr. Leonard:

Enclosed are four copies of a new contract which have been properly signed and certified. We shall, of course, be pleased to have employees of the Department of Health, Education and Welfare enroll at North Carolina State College under provisions of this contract.

Sincerely yours,

Carey H. Bostian
Chancellor

CHB:H
Enc.

November 26, 1954

Mr. Arch T. Allen
Allen & Hipp
Capital Club Building
Raleigh, North Carolina

Dear Mr. Allen:

Attached are contracts we wish to make with the Public Health Service. I shall appreciate your furnishing proper certification on the four copies and returning them to me.

The contract is simply an agreement by us to enroll students who are employees of the Public Health Service and send bills to the Public Health Service for payment of their tuition and fees at the out-of-state rate.

Sincerely yours,

Carey H. Bostian
Chancellor

CHB:H
Enc.

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
ORDER PURSUANT TO BASIC TRAINING CONTRACT

DATE

TO:

ORDER NO.	to	CONTRACT NO.	Saph
APPROPRIATION SYMBOL		OBJECT CLASS	
OBLIGATION NUMBER		ESTIMATED COST	

1. This will certify that _____ is to be enrolled at your institution, subject to your acceptance of him as a student, in accordance with the contract cited in the upper right corner of this order for the following course of instruction: _____ beginning _____ and ending _____

2. It is requested that after this student is enrolled, you execute Part 4 of this order in quintuplicate, retain one copy, and return the original and 3 copies as soon as practicable to the undersigned.

3. The terms and conditions of the contract cited in the upper right corner of this order shall govern.

(SIGNATURE OF AUTHORIZING OFFICIAL)

(NAME AND TITLE - PLEASE TYPE)

(ADDRESS TO WHICH THIS ORDER IS TO BE RETURNED)

4. TO:

(Date of enrollment)

The student named above has been enrolled at this institution for the course of instruction listed in part 1 of this order (Note exception below).

The curriculum to be pursued by this student, and the itemized charges due or to become due on account of such enrollment for each semester, or other period of instruction are as follows:

It is certified that these charges are not greater than those charged for other students pursuing the same or similar curriculum.

(SIGNATURE)

(NAME OF INSTITUTION - CITY, STATE)

(TYPE NAME AND TITLE)

DISTRIBUTION: Original - WHITE; copies - WHITE, BLUE (Sponsoring Division), GREEN (Training Branch), YELLOW (2) (Accounting Point), WHITE (Training Institution).



DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
WASHINGTON 25, D. C.

IN REPLYING, ADDRESS THE
PUBLIC HEALTH SERVICE

REFER TO: PER-T

November 8, 1954

Mr. J. W. Harrelson, Chancellor
North Carolina State College
of Agriculture and Engineering
Raleigh, North Carolina

Dear Mr. Harrelson:

Some time ago, through an exchange of correspondence between the Surgeon General of the Public Health Service and officials of your institution, a general agreement was reached which has governed the payment of tuition and fees of persons attending your institution at Public Health Service expense. In order to eliminate certain fiscal and procedural difficulties that we and a number of institutions with whom we have had similar agreements have encountered, we wish to make a new contract with your institution.

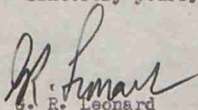
A copy of our new "Basic Training Contract" is enclosed. This contract establishes the conditions under which we should like to have our future trainees attend your institution. This contract becomes operative only when, and to the extent that, it is supplemented by individual orders. A copy of our standard "Order Pursuant to Basic Training Contract" is also attached. Such an Order, with Items 1 through 3 properly executed, would be your evidence of Public Health Service's intention to finance the training of the individual named.

Of necessity there will be a short transition period during which we will have two contracts in effect with you, since we would like any of our trainees now assigned to your institution to complete their present semesters under the old General Agreement. New trainees will be entered under the terms of the new "Basic Training Contract" if agreeable with you.

We shall appreciate it if you will review this contract and the procedure which it establishes and, if it meets your approval, execute it properly and return it to me. It will then be possible for us to issue the required Orders to any of our trainees who may seek and obtain admission to your institution in the future.

If you should have any questions or reservations about the contract, please do not hesitate to write me about them.

Sincerely yours,


G. R. Leonard

Acting Chief, Training Branch

Enclosures



DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
WASHINGTON 25, D. C.

IN REPLYING, ADDRESS THE
PUBLIC HEALTH SERVICE

REFER TO: P-T

December 13, 1954

Mr. Carey H. Bostian
Chancellor
North Carolina State College
of Agriculture and Engineering
Raleigh, North Carolina

Dear Mr. Bostian:

Enclosed for your files is a completed copy of the
Basic Training Contract (SAPH 62966) between the North Carolina
State College of Agriculture and Engineering and the Public
Health Service.

Sincerely yours,

G. R. Leonard
Acting Chief, Training Branch

Enclosure

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
WASHINGTON 25, D.C.

CONTRACT NO.
S4ph 62966

BASIC TRAINING CONTRACT

ISSUING OFFICE-NAME TRAINING BRANCH DIVISION OF PERSONNEL PUBLIC HEALTH SERVICE	CONTRACTOR-NAME North Carolina State College of Agriculture and Engineering
ADDRESS HEALTH, EDUCATION, AND WELFARE BLDG. 330 INDEPENDENCE AVE., S.W. WASHINGTON 25, D. C.	ADDRESS Raleigh, North Carolina

THIS CONTRACT is entered into by and between the United States of America, hereinafter called the Government, represented by the Contracting officer executing this contract, and

North Carolina State College of Agriculture and Engineering, Raleigh, North Carolina
(Name of contractor and address)

hereinafter called the contractor. The parties hereto agree that the contractor shall perform all services set forth in Terms and Conditions (on reverse side).

PERIOD COVERED
from **November 16, 1954** to **cancellation**

Funds to be allotted in each order issued pursuant to Article I of Terms and Conditions.

The Training Branch, Public Health Service, Washington 25, D.C. is designated as the office having overall administrative responsibility for this contract.

Invoices shall be forwarded to the respective office issuing the orders provided for under Article I, who will approve the same and thereupon forward such invoices to the proper accounting point for certification and payment.

(The contractor will execute this portion of the contract and return all copies to the issuing office.)

The Contractor represents that the aggregate number of employees of the Contractor and its affiliates is:

500 or more Less than 500.

1. a corporation organized and existing under the laws of the State of _____
2. a partnership consisting of _____
3. an individual trading as _____

If contractor is a corporation, the following certificate should be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

NAME AND ADDRESS OF CONTRACTOR

North Carolina State College of Agriculture and Engineering of the University of North Carolina, Raleigh, North Carolina.

I, Carey H. Bostian
certify that I am the Secretary
of the corporation named
as contractor herein, that Carey H. Bostian
who signed this contract on the part of
the contractor, was then Chancellor
of said corporation by authority of its
governing body, and is within scope of
its corporation powers.

(CORPORATE SEAL)

By Carey H. Bostian
(Signature)
Carey H. Bostian, Chancellor
TYPE NAME AND TITLE

ACCEPTANCE BY THE GOVERNMENT
THE UNITED STATES OF AMERICA

Date **DEC 6 1954**

By P. H. Schultz
(Signature of Contracting Officer)
Chief, Procurement Section
Supply Branch, Division of Administrative Services
TYPE NAME AND TITLE

CONTRACTOR'S COPY

TERMS AND CONDITIONS

I. SERVICES TO BE FURNISHED. (a) The Contractor shall enroll and provide instruction during the period specified for student(s), who shall be officers or employees of the Public Health Service who are acceptable to and approved by Contractor, in the courses and for the respective periods of time determined as hereinafter provided.

(b) Requests by the Government for instruction shall be made by delivery to the Contractor of an Order to this contract.

(c) Such Order shall cover one (1) student each, shall be presented in quadruplicate to the Contractor by such student at the time of matriculation, shall be completed by the Contractor to show the curriculum of the student and the cost thereof and shall be forwarded in quadruplicate to the Office whose name appears on the Order.

(d) All students accepted by the Contractor shall be registered in the same manner as other students and shall be subject to the same academic regulations, and shall have the same privileges, including use of all facilities and equipment normally furnished by the Contractor to all students.

(e) In the event it is desired to amend an Order issued hereunder for any reason, an amended Order will be initiated by the Government and forwarded to the Contractor for completion and signature, who shall then process the same in the same manner as an original. Such amended Order shall bear the same number as the original Order in addition to the appropriate amendment number.

(f) Necessary textbooks required for use by individual students will be procured by said students at their own expense.

II. CONSIDERATION, PAYMENT AND INVOICES. (a) The Government will pay to the Contractor as compensation, the cost of the course of instruction of each student as set forth in the Order covering his enrollment, which cost will in no event be a greater amount than charged for other students pursuing the same or similar curriculum; provided that, if the Contractor regularly charges higher rates of tuition for students who are not residents of the state in which the Contractor is located, the Contractor may charge the Government not in excess of the lowest rates applicable to such nonresident students.

(b) The Government will pay the compensation, stated in paragraph (a) above in advance, as follows:

(1) For the first semester in which the student is enrolled, upon the receipt of the approved copy of the Order as provided in paragraph (c) of Article I hereof, the Contractor will submit to the authorizing official whose name appears on the Order a bill covering each Order separately, in duplicate. All bills shall have the following certificate printed thereon and shall be signed by such representative or representatives of the Contractor as shall be authorized by the Government:

"I certify that the above bill is correct and just; that payment thereof has not been received."

(2) As to subsequent semesters, the Contractor will submit bills as provided in (1) above after the student has been enrolled for the semester.

(3) Advance payments to be made under the terms hereof are authorized by the following:

Public Health Service Act, approved July 1, 1944, 58 Stat. 682, (42 U. S. C. 201 et. seq.), as amended.

(4) Payment on any such voucher will be deemed to be in complete discharge of the Government's obligation under this contract relative to the student(s) named thereon, to the extent of the tuition or other related fees and charges as the case may be, for the semester or period of instruction covered by such voucher.

(c) It is understood and agreed that Bureau, Division and Institute Chiefs of the Public Health Service may sign individual Orders to this General Training Contract.

III. TERMINATION. (a) The performance of work under this contract may be terminated by the Government in accordance with this paragraph in whole, or from time to time in part, whenever, (i) the Contracting Officer shall determine that any such termination is for the best interests of the Government, or (ii) the student voluntarily, or at the request of the Contractor, withdraws from any course or courses. Whenever termination is effected pursuant to (i) above, Contracting Officer shall deliver to the Contractor a notice of termination specifying the extent to which performance of work under this contract shall be terminated and the effective date of such termination. Whenever termination is effected under (ii) above, the student, after receiving approval of the Officer whose name appears on the original Order, shall notify the Contractor of the effective date of his withdrawal and upon receipt by the Contractor of such notice, it shall discontinue all the work and activity specified by such notice at the time set forth therein.

(b) In the event of termination in whole or in part, the Contractor shall be paid (i) all fees then due and owing and theretofore unpaid, and (ii) all accrued fees, in accordance with the established policies of the Contractor if termination is effected during any period of instruction.

(c) In the event of discontinuance or interruption of a student's matriculation for any cause whatsoever the Contractor agrees to make proper refund of any unearned tuition and related fees for services contemplated but not rendered.

IV. TERMINATION IN THE EVENT OF REVISED PRICES. The consideration as set forth in each Order issued hereunder is based on the Contractor's standard fees on the date of such Order. The Contractor shall have the right to change any or all fees for any succeeding semester after the first semester or period of instruction upon written notice to the Government thirty (30) days prior to the commencement of such semester, but in no event to a greater amount than that charged for other students pursuing the same or similar course of instruction. In the event of such notice, the Government shall have the option to accept or refuse the revised fee basis. If the Government elects to refuse the revised fee basis, it may proceed to terminate the contract under the terms of Article III hereof.

V. STUDENT SUPERVISION. The Contracting Officer may vary the curriculum as selected by the student but shall not require nor make any change in any course as offered by the Contractor without the Contractor's consent.

VI. REPORTS. (a) The Contractor shall submit to the Training Branch, Public Health Service, at the end of each term or semester and at such other times as may be directed a written report containing the progress and grades of each student and such other information as may be required; Provided that, any report required by the Government not regularly furnished other students pursuing the same or similar curriculum will be prepared by the Contractor at a rate agreed upon in advance either in an original Order or an amended Order.

(b) Any student who, in the opinion of the Government, fails to maintain a satisfactory standing in the course in which he has enrolled or whom the Contracting Officer, for any reason whatsoever, desires to remove from such course may, at the option of the Contracting Officer, be withdrawn at any time. If such event or, in the event that the Contractor ejects any student for breach of its regulation, the matter shall be treated as a partial termination and the tuition for such student shall be computed in accordance with Article III hereof.

VII. DISPUTES. Except as otherwise provided in this contract, any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the date of receipt of such report, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Surgeon General and the decision of the Surgeon General or his duly authorized representative for the hearing of such appeals shall be final and conclusive; provided, that if no such appeal is taken the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

VIII. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

IX. 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.

X. NONDISCRIMINATION IN EMPLOYMENT. In connection with the performance of this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin; and further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or for raw material.

XI. CONVICT LABOR. In connection with the performance of this contract, the Contractor agrees not to employ any person undergoing sentence or imprisonment at hard labor.

XII. DEFINITIONS. (a) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(b) In addition the following terms and definitions shall govern for the purposes of this contract:

"Course" - A Series of lectures and/or instructions and/or laboratory periods relating to one particular field of science or learning.

"Curriculum" - The courses as selected by one student for his course of instruction.