



COMPTROLLER GENERAL OF THE UNITED STATES  
WASHINGTON 25

3-57383

FEB 25 1947

The Honorable,

The Secretary of State.

My dear Mr. Secretary:

Reference is made to your letter of December 30, 1946, DW/X, relative to office decision of June 26, 1946, 3-57383, 25 Comp. Gen. 209, wherein there was held to be unauthorized a proposed contract between the United States and the Weber Costello Company, Chicago Heights, Illinois, covering the manufacture of spherical air route globes—referred to as "aeronautical globes"—for the reason that the said agreement apparently contemplated a permanent vesting in the contractor of the beneficial ownership of drawings prepared and owned by the Government with a resultant diminution of the Government's rights in, and its control over, said property contrary to the Constitutional inhibition against the disposition of property of the United States without specific legislative authority therefor.

Subsequent to the receipt of your letter, informal conferences were held between representatives of your Department and of this office during the course of which there were presented new and additional facts in the matter which are reflected in the terms of a revised contract informally presented here for consideration on February 13, 1947, containing the following recitations:

"WHEREAS the Government has heretofore acquired from Weber Costello certain air route globes which have proved to be of use for training purposes and in the study of air transport and other world problems; and

"WHEREAS the Government is desirous of having manufactured and procuring additional air route globes which are as truly spherical as possible (hereinafter referred to as the 'Aeronautical globes'), instead of globes which are slightly flattened at the poles as used heretofore, in order to permit use of such globes in contact with certain plastic hemispheres designed to facilitate interpretation of geographic concepts; and

"WHEREAS the Government is desirous of having included in the Aeronautical globes certain additional information and corrections which the Government is willing and able to supply; and

"WHEREAS Weber Costello is willing to supply to the Government printing plate impressions of the 16-inch so-called 'Reality' globe cover, which are adapted to the properties of the paper especially prepared for Weber Costello for mounting on globes, in which paper Weber Costello has a proprietary interest, to serve as a basis for the preparation of the drawings for the Aeronautical globes described above; and

"WHEREAS the Government, on the basis of such printing plate impressions, will prepare the final drawings on the size of a 16-inch globe of true sphericity, with complete 1° grid of parallels and meridians, and will transmit such final drawings to Weber Costello for the preparation of printing plates therefrom; and

"WHEREAS the production of the Aeronautical globes will necessitate the production of new cutting dies, steel molds and rings to make the globe balls as truly spherical as possible; and

"Whereas Weber Costello is willing to assume the full cost of producing such dies, molds, and other equipment, provided the Government will interpose no objection to the distribution of the Aeronautical globe to schools and colleges and elsewhere; and

"WHEREAS the Aeronautical globes will not contain any confidential information but, on the other hand, will be entirely suitable for dissemination to schools, colleges and the general public in order to make more fully understood the problems of world relationships, particularly in the field of air transport; \* \* \*

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Also, it is provided in paragraphs 1, 2, 3, 4, and 5 of the revised contract as follows:

"1. Weber Costello shall supply to the Government impressions from the printing plates of the 16-inch so-called 'Reality' globe cover.

"2. The Government shall on the basis of the printing plate impressions supplied by Weber Costello prepare final drawings for the Aeronautical globe required by the Government.

"3. Weber Costello on the basis of such drawings shall prepare printing plates suitable for the printing of gores for the Aeronautical globe.

"4. Weber Costello shall from such plates produce aeronautical globes for the Government which shall be as close to 12.125 inches in diameter and as spherical as conditions of construction and the materials will permit, and shall comply with the specifications to be hereafter mutually agreed to; such production to include the printing of Aeronautical globe covers, and the mounting of such globe covers on the spherical globe balls.

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"8. In return for the assumption by Weber Costello of the cost of producing the new cutting dies, steel molds and rings, the Government authorizes Weber Costello to distribute the Aeronautical globes to schools and colleges and elsewhere, provided that it is clearly understood that such authorization shall in no sense constitute an endorsement of the globe by the Government and that Weber Costello will in no event represent the globe as having been endorsed by the Government, and that Weber Costello shall in no event be considered as having a monopoly on the information supplied by the Government on the Aeronautical globe."

Thus, it now appears that the proposed agreement merely contemplates that the drawings of the Aeronautical globes which are to be manufactured, thereunder be prepared by the Government on the basis of printing plate impressions of the contractor's so-called "Reality" globe covers, the data on said covers to be supplemented or modified by additional information in the possession of your Department. It appears further that the additional information which is to be placed on the drawings for the new globes has been determined by your Department

to be proper for dissemination to the general public and that while, under terms of paragraph 8 of the revised contract, the contractor is authorized to distribute the new globes to the public in return for its assumption of certain production costs, the contractor is not to be considered as having a monopoly on the use of the information to be placed by the Government on the drawings of the new globes. Hence, in the light of the additional facts now appearing, there does not appear to be involved in the proposed agreement any diminution of Government property or of its control thereof.

Accordingly, I have to advise that, so far as this office is concerned, no objection will be interposed to the execution of the contract in the revised form.

Respectfully,

(Signed) Lindsay C. Warren

Comptroller General  
of the United States.