

SECRET

Approved For Release 2002/06/11 : CIA-RDP67B00820R000200040001-9

<b>PRECONTRACT APPROVAL RECORD (PART ONE)</b>	CONTRACTOR Eastman Kodak Company	CONTROL NO. OSA-1906-66 Copy <u>1</u> of 3
	CONTRACT NO. EG-400 T. O. # 12	AMENDMENT NO. FINAL 9 May 1966

THIS CONTRACT APPROVAL RECORD CONTAINS A RECOMMENDATION SUBMITTED FOR CONCURRENCE OF THE UNDERSIGNED. CONCURRENCE IN THIS PRECONTRACT APPROVAL RECORD IS RECOMMENDED BY THE CONTRACTING OFFICER. BY CONCURRENCE, THE CHIEF, BUDGET AND FINANCE BRANCH, SIGNIFIES THAT SUFFICIENT FUNDS ARE AVAILABLE (NOT INCLUDING CONTINGENT & EXPOSURE) AND/OR HAVE BEEN ADJUSTED AS PROVIDED IN THIS DOCUMENT.

TYPE OF CONTRACT

- L. I.
- F. P. REDETERM
- CPIF
- TECH REP
- DEFINITIZED
- FPIP
- T&M
- FISCAL YEAR
- F. P.
- CPFF
- CALL TYPE

FINANCIAL DATA

CONTRACT VALUE	PREVIOUS OBLIGATION - PRIOR FY	PREVIOUS OBLIGATION - CURRENT FY
\$ [redacted]		\$ [redacted]

OBLIGATION BY THIS DOCUMENT

DESCRIPTION, PROGRAM OR LINE ITEM	FISCAL YEAR	PROJECT	AMOUNT
			\$ 0
TOTAL THIS OBLIGATION			\$ 0
CONTINGENT UPON AVAILABILITY OF FUNDS			
EXPOSURE LIABILITY			

RATE	DATE	RATE	DATE
CPFF O/H RATES FIXED THRU		PRICING FORMULA FIXED THRU	
T&M RATES FIXED THRU		TECH REP RATES FIXED THRU	

[redacted]	DATE 5/9/66	[redacted]	DATE 25X1A 5-9-66 25X1A
PRECONTRACT			

UNIT	TYPED NAME	SIGNATURE	DATE
CONTRACTING OFFICER	[redacted]	[redacted]	3/10/66
BUDGET & FINANCE			10 MAY 1966
GENERAL COUNSEL			17 May 66
TECHNICAL REPRESENTATIVE			
TECHNICAL REPRESENTATIVE			

CONTRACT SIGNATURE (Contracting Officer)	DATE	DATE MAILED	DATE DISTRIBUTED
			5-19-66

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PRECONTRACT APPROVAL RECORD  
(PART TWO)

CONTRACT

The services and equipment being procured by this Contract No. \_\_\_\_\_  
EG-400 T. O. #12 are in furtherance of the National Defense  
Program(s), the nature of which cannot be publicly disclosed for security rea-  
sons. The Contracting Officer therefore determines that this procurement must  
be accomplished by negotiations pursuant to the authority of Section 3(a) of  
PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on  
15 October 1961.

Certification of funds for this contract will be handled under the pro-  
cedure approved by the Director of Central Intelligence on 15 December 1956  
which, in effect, results in all covert expenses involving issuance of Treasury  
Checks being accumulated in a separate account within the Finance Division. The  
amounts in this account will be periodically scheduled for certification of the  
vouchers by the Director. This procedure eliminates the necessity for a sepa-  
rate certification of authority under Section 8(b) of Public Law 110, 81st Con-  
gress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.

The following comments describe the procurement hereby effected, the  
terms and provisions generally of this contract/amendment, and a resume of  
major issues negotiated:

Task Order No. 12 to Contract No. EG-400 provided for continuance  
of certain work initially contracted for by the West Coast Procurement  
Officer on behalf of the CCB under Contract No. EB-1492 but deferred  
due to nonavailability of funds under the later contract. The subject  
work comprised PARS 13, 17, 18, 22, 40 and 41 as established by the CCB.

The final cost and property audit of the task order has been  
completed and a report thereon has been submitted to the undersigned.  
The Auditor has recommended for acceptance total cost in the amount  
of [redacted] The cost together with the approved [redacted]  
results in a final approved contract price of [redacted]

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In connection with this settlement there are attached the  
following documents:

- Audit Report #A-106-66, OSA-1730-66
- Contractor's Release
- Contractor's Assignment of Refunds, Rebates and Credits

All work and services required under the Task Order have been  
satisfactorily performed. All residual inventory has been properly  
accounted for.

The Contractor has submitted an Inventions Report in  
accordance with requirements of the contract.

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GROUP 1  
Excluded from automatic  
downgrading and  
declassification

EASTMAN KODAK COMPANY  
ROCHESTER, NEW YORK

CONTRACT NO. EG-400 TASK ORDER NO. X

Z-2798

CONTRACTOR'S RELEASE

25X1A

Pursuant to the terms of Contract No. EG-400 Task Order No. X and in consideration of the sum of [redacted] and 25X1A No Cents [redacted] 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 11th day of February, 1966.

EASTMAN KODAK COMPANY

25X1A



CERTIFICATE

25X1A

I, [redacted] certify that I am the Secretary of the corporation named as Contractor in the foregoing release; that [redacted] who signed said release 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. 25X1A



(CORPORATE SEAL)

EASTMAN KODAK COMPANY  
ROCHESTER, NEW YORK

CONTRACT NO. EG-400 TASK ORDER NO. X

7-2798

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

Pursuant to the terms of Contract No. EG-400 Task Order No. X 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.

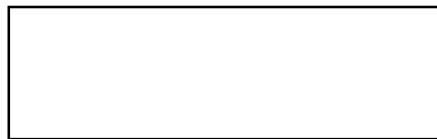
2. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer a check (made payable to the Treasurer of the United 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 11th day of February, 1966.

EASTMAN KODAK COMPANY

25X1A



*Adman*

CERTIFICATE

I,  certify that I am the Secretary of the corporation named as Contractor in the foregoing assignment; that  no signed said assignment 25X1A 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 25X1A governing body and is within the scope of its corporate powers.



(CORPORATE SEAL)