

SECRET

(When Filled In)

Approved For Release 2002/09/04 : CIA-RDP67B00820R000400010044-3

PRECONTRACT APPROVAL RECORD (PART ONE)	CONTRACTOR The Perkin-Elmer Corporation		NO. 10044-3	
	CONTRACT NO. PR-8200	AMENDMENT NO. FINAL		OXC-9950 Copy 1 of 3
	7 April 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				
<input type="checkbox"/> L.I. <input type="checkbox"/> F.P. REDETERM <input type="checkbox"/> CPIF <input type="checkbox"/> TECH REP <input type="checkbox"/> DEFINITIZED <input type="checkbox"/> FPIP <input type="checkbox"/> T&M <input type="checkbox"/> FISCAL YEAR <input type="checkbox"/> F.P. <input checked="" type="checkbox"/> CPFF <input type="checkbox"/> CALL TYPE				
FINANCIAL DATA				
CONTRACT VALUE \$ [] 25X1A FINAL		PREVIOUS OBLIGATION - PRIOR FY \$ [] 25X1A		PREVIOUS OBLIGATION - CURRENT FY - 25X1A
OBLIGATION BY THIS DOCUMENT				
DESCRIPTION, PROGRAM OR LINE ITEM	FISCAL YEAR	PROJECT	AMOUNT	
OXCART 24 Oct 66	1964	OXCART	[]	CR.
TOTAL THIS OBLIGATION			25X1A	[] CR.
CONTINGENT UPON AVAILABILITY OF FUNDS		25X1A		
EXPOSURE LIABILITY		25X1A		
RATE	DATE	RATE	DATE	
CPFF O/H RATES FIXED THRU		PRICING FORMULA FIXED THRU		
T&M RATES FIXED THRU		TECH REP RATES FIXED THRU		
NEGOTIATOR APPROVAL		DATE		DATE
[]		4/8/66		4-8-66
PRECONTRACT CONCURRENCES				
UNIT	TYPED NAME	SIGNATURE		DATE
CONTRACTING OFFICER	JOHN PARANGOSKY	[]		4/15/66
BUDGET & FINANCE				12 APR 1966
GENERAL COUNSEL				15 Apr 66
TECHNICAL REPRESENTATIVE				12 April 66
TECHNICAL REPRESENTATIVE				
CONTRACT SIGNATURE (Contracting Officer)		DATE	DATE MAILED	DATE DISTRIBUTED
[]			25X1A	

25X1A

25X1A

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PRECONTRACT APPROVAL RECORD
(PART TWO)

CONTRACT

The services and equipment being procured by this Contract No. PR-8200 are in furtherance of the OX CART Program(s), the nature of which cannot be publicly disclosed for security reasons. 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 procedure 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 separate certification of authority under Section 8(b) of Public Law 110, 81st Congress (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:

Contract No. PR-8200 provided for engineering, design, production, test and delivery of the first three (3) Type I Camera Configurations for the OXCART Program for the estimated amount of [redacted] 25X1A

The final cost and property audit of the contract has been completed and a report thereof has been submitted to the undersigned. The Auditor has recommended for acceptance total cost in the amount of \$12,703,367. This cost together with the approved fixed-fee of [redacted] results in a final approved contract price of [redacted] 25X1A

In connection with this settlement there are submitted herewith the following documents:

- Audit Report # A-62-66, Ref OSA-1171-66.
- Contractor's Release
- Contractor's Assignment of Refunds, Rebates, Credits and Other amounts.

All work and services required under the contract have been properly performed by the Contractor and accepted by the Government. All property furnished to or acquired by the Contractor has been properly accounted for and accountability therefor will be maintained under facilities Contract No. RE-518. The Contractor has submitted a final "Report of Inventions and Subcontracts" in accordance with Clause 20, Patent Rights, in the contract.

The contract includes final overhead rates through 31 July 1963. The contract is not being amended pursuant to Clause 29 (d) to include final negotiated overhead rates from 1 August 1963 to completion since final rates for this period have been negotiated and accepted by the Contractor. The Contracting Officer in his final cost audit of this contract. (12)

SECRET

GROUP 1
Excluded from automatic
downgrading and
declassification

CONTRACTOR'S RELEASE

25X1A

Contract No. PR 8200

Pursuant to the terms of Contract No. ^{25X1A} PR 8200 and in consideration of the sum of [redacted]

[redacted] which has been or is to be paid under the said contract to THE PERKIN-ELMER CORPORATION, MAIN AVENUE, NORWALK, CONNECTICUT, (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 not more than six (6) years after the date of the release of the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

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 8TH. day of MARCH 1966.

STATINTL [redacted]

STATINTL

~~THE PERKIN-ELMER CORPORATION~~
[redacted]

STATINTL

CERTIFICATE

STATINTL

I [redacted]

, certify that I am the [redacted]

of the corporation named as Contractor in the foregoing

release; that [redacted] who signed said release on behalf of the Contractor was then [redacted] STATINTL 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)

STATINTL

[redacted] STATINTL
THE PERKIN-ELMER CORPORATION

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

Contract No. PR 8200

Pursuant to the terms of Contract No. PR 8200 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder THE PERKIN-ELMER CORPORATION, NORWALK, CONNECTICUT, (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) 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, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the U. S. 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 any hearing, trial, or other proceeding, arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 8TH. day of MARCH, 1966.

STATINTL

[Redacted Signature Box]

STATINTL

THE PERKIN-ELMER CORPORATION

[Redacted Signature Box]

STATINTL

STATINTL

CERTIFICATE

I, [Redacted Name] certify that I am the [Redacted Title] of the corporation named as Contractor in the foregoing assignment who signed said assignment on behalf of the Contractor was then [Redacted] 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.

STATINTL

STATINTL

[Redacted Signature Box]

THE PERKIN-ELMER CORPORATION

STATINTL

[Redacted Signature Box]

(CORPORATE SEAL)

The schedule ^{to OSA - 1171} are
in audit file