

SECRET

B665314.1

JAM:cpk:1015
7 June 1966

Post Office Box 8043
Southwest Station
Washington, D. C. 20024

Attention: [REDACTED]

Subject: Request for written consent for the use of [REDACTED]
[REDACTED] under Task Order No. 14/[REDACTED]

Gentlemen:

The written consent of the Contracting Officer is hereby requested, in accordance with the requirements of Article No. 13 of the Basic Contract, for the use of the consulting services of [REDACTED] under Task Order No. 14. Enclosed herewith, you will find a copy of Consulting Agreement No. 19035 and Letter Amendment No. 1 thereto which represents the terms and conditions under which [REDACTED] works when requested to do so by [REDACTED]. It is anticipated that [REDACTED] will be utilized for no more than sixty-three (63) days during the period of performance of Task Order No. 14 and your consent is specifically asked for this amount of effort.

Very truly yours,

[REDACTED]

JAM:cpk

Enclosure

DECLASS REVIEW by NIMA/DOD

DEFENSE INFORMATION

NOTICE -- THIS DOCUMENT CONTAINS INFORMATION AFFECTING THE NATIONAL DEFENSE OF THE UNITED STATES WITHIN THE MEANING OF THE ESPIONAGE LAWS, TITLE 18, U.S.C., SECTIONS 793 AND 794. ITS TRANSMISSION OR THE REVELATION OF ITS CONTENTS IN ANY MANNER TO AN UNAUTHORIZED PERSON IS PROHIBITED BY LAW.

SECRET

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CONSULTING AGREEMENT NO. 19035

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THIS AGREEMENT made as of the 26th day of July, 1965, by and between

STATINTL [redacted] a cor- STATINTL
STATINTL poration organized and existing under the laws of the State of Delaware with an STATINTL
STATINTL office and place of business at [redacted] (hereinafter referred to STATINTL
STATINTL as [redacted]), and [redacted] an individual residing at [redacted]
[redacted] (hereinafter referred to as "The Consultant"), wit-
nesseth that in consideration of the premises and of the promises of each party
to the other herein contained, it is hereby mutually agreed as follows:

ARTICLE I - STATEMENT OF SERVICES

STATINTL The Consultant agrees that during the period commencing on the 26th STATINTL
STATINTL day of July, 1965 and ending of the 31st day of December, 1965, and during all STATINTL
STATINTL renewal periods of this Agreement, he will make available to [redacted] to the extent
STATINTL and in the manner hereinafter provided his services in the capacity of an independ-
STATINTL ent consultant on general electronic problems, particularly those associated with
STATINTL information systems. The Consultant agrees to furnish [redacted] with written reports
STATINTL with respect to such consultant services if and when requested by [redacted] All STATINTL
STATINTL arrangements for such services shall be made only by written request duly executed
STATINTL on behalf of [redacted] by one of the following representatives: [redacted] STATINTL
[redacted] The services called for by such written request
or requests shall be deemed to have been performed under and as a part of this
Agreement. It is understood and agreed, however, that [redacted] is not obligated STATINTL
in any way to request the services of the Consultant for any stipulated period
of time.

ARTICLE II - COMPENSATION

STATINTL In consideration for the services [redacted] by the Consultant here-
under, [redacted] agrees to pay him as follows:

(a) The sum of [redacted] for each day which STATINTL
he actually devotes to the performance of such services.

(b) Reimbursement in a sum equal to the cost of all reasonable traveling
expenses, clerical expenses, telephone calls, telegrams, blueprinting or steno-
graphic services, materials or equipment as may be required in connection with STATINTL
STATINTL the performance of the services hereunder. The Consultant agrees to obtain the
STATINTL written permission of [redacted] representatives hereinbefore designated in Article I,
"Statement of Services", for expenditures for any such materials or equipment in
excess of [redacted]

(c) Such sums as may be due hereunder less any amounts already paid
STATINTL will be billed to [redacted] by the Consultant at the end of each calendar month.
STATINTL The Consultant shall submit invoices for the services and related expenses furnished

under Article I directly to the [REDACTED] Accounts Payable Section. Upon presentation of such invoices in form and detail satisfactory to [REDACTED] shall promptly make payment.

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(d) Notwithstanding any other provisions of this Agreement, [REDACTED] shall be under no obligation to make any payment to the Consultant in excess of the total amount of [REDACTED] for any and all services performed together with any and all expenses incurred under the terms of this Agreement and the Consultant is not required to perform any services or incur any costs in excess of said amount.

ARTICLE III - NOTICES

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Whenever any notice is required or authorized to be given hereunder, such notice shall be given in writing and sent by registered mail. Any such notice if sent by [REDACTED] to the Consultant shall be addressed as follows:

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[REDACTED]

and if sent by the Consultant to [REDACTED] shall be addressed as follows:

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[REDACTED]

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ARTICLE IV - ADDITIONAL PROVISIONS

This Agreement is subject to and governed by the provisions entitled [REDACTED] Consulting Agreement Provisions, October 1, 1964", consisting of Provisions 1 through 9 attached hereto and made a part hereof.

ARTICLE V - RENEWAL

The parties may renew this Agreement for the period from January 1, 1966 to December 31, 1966 and for successive terms of one year each, from year to year thereafter, by written agreement (which may be evidenced by an exchange of letters signed on behalf of [REDACTED] by a duly authorized officer). It is anticipated that each such renewal shall be upon the same terms and conditions as are herein provided except for necessary change in dates.

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ARTICLE VI - ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and merges any and all prior agreements, understandings and representations.

IN WITNESS WHEREOF the parties hereto have executed or caused these presents to be executed in duplicate (each of which duplicates shall be deemed to be an original) as of the day and year first above written.

STATINTL Witnesses:

/s/ [REDACTED]

[REDACTED]

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Title Division President

[REDACTED]

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/s/ [REDACTED]

/s/ [REDACTED] (L.S.) STATINTL

██████████
CONSULTING AGREEMENT PROVISIONS
OCTOBER 1, 1964

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PROVISION 1 - INTERPRETATION AND CONSTRUCTION

This Agreement shall be interpreted as a unified contractual document with the Provisions and Articles having equal effect, except that if an Article should specifically modify a Provision the Article will control. The construction of this Agreement shall be governed by the laws of the State of Connecticut. The title designations of the numbered Articles or Provisions in this Agreement are for convenience only and shall not affect the interpretation or construction hereof.

PROVISION 2 - INDEPENDENT CONTRACTOR RELATIONSHIP

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The relationship of the Consultant to ██████████ is that of an independent contractor and nothing herein shall be construed as creating any other relationship. The Consultant may adopt such arrangements as he may desire with regard to the details of the consulting services performed hereunder, the hours during which said services are to be provided, and the place or places where said services are to be furnished, provided that such details, hours and services shall be consistent with the proper accomplishment of said services and provided further that said services shall be performed in a manner calculated to attain the most satisfactory results for ██████████

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PROVISION 3 - TITLE TO MATERIALS AND EQUIPMENT

All materials and equipment furnished by ██████████ and all materials and equipment the cost of which shall be reimbursed to the Consultant by ██████████ hereunder are to be and remain the sole property of ██████████ and are to be returned to ██████████ within ninety (90) days after the expiration or earlier termination of this Agreement.

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PROVISION 4 - INVENTIONS AND PROPRIETARY RIGHTS

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The Consultant agrees to disclose promptly to ██████████ all inventions, discoveries, and improvements made or perfected in the performance of, or arising out of, the services furnished to ██████████ by him or by others associated with or used by him in the conduct of the services furnished hereunder. All such inventions, discoveries or improvements and patents therefore shall become the exclusive property of ██████████ the Consultant hereby undertakes and agrees to execute such assignments and other papers which, in the opinion of ██████████ are necessary at any time to permit the filing and prosecution of any applications for patents covering the inventions, discoveries or improvements or are otherwise required for compliance with the provisions of this paragraph. In the event that others are, or may hereafter become, associated with the Consultant or be used by him in connection with the work called for by this Agreement, he agrees to procure from them similar agreements and to cooperate with ██████████ in procuring execution by them of such assignments and other papers as may be required.

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PROVISION 5 - DISCLOSURES AND CONFLICTS OF INTEREST

STATINTL (a) The Consultant agrees that at any time during the term of this Agreement, or any renewal thereof, or five (5) years thereafter the services furnished hereunder, and the results thereof shall be considered as confidential and proprietary to [redacted] and that he shall not publish or otherwise divulge any information relating to said services or the results thereof regardless of whether such information has been furnished to the Consultant by [redacted] or is original with him and he shall not discuss the nature of his activities in connection with [redacted] with anyone except authorized representatives of [redacted] provided, however, that the Consultant may publish, divulge and discuss such information to the extent he has [redacted] written authorization to do so. The Consultant further agrees that during the period of the Agreement and any renewal thereof that he shall not consult with any other person, firm or corporation in the fields of [redacted] products without the prior written approval of an authorized officer of [redacted]

STATINTL (b) The Consultant warrants and represents that no trade secrets or other confidential information of any other person, firm, corporation or government will be wrongfully disclosed by him to [redacted] in connection with any of the services called for hereunder. The Consultant further warrants and represents that none of the provisions of this Agreement, nor the services which will be performed by the Consultant hereunder, contravenes, or is in conflict with any agreement of the Consultant with, or obligation to, any other person, firm, corporation or government, including without limiting the generality of the foregoing, employment agreements, consulting agreements, disclosure agreements or agreements for assignments of inventions.

STATINTL (c) The Consultant recognizes that [redacted] does business with the United States Government and desires to have the Consultant refrain from activities on behalf of [redacted] and the United States Government which could be interpreted as creating a conflict of interest for him. Therefore, the Consultant agrees to avoid such activities and to promptly notify [redacted] if he believes at any time that the rendering of services hereunder would be contrary to the Ethical Standards of Conduct set forth in the President's Memorandum of May 2, 1963, on Preventing Conflicts of Interest on the Part of Special Government Employees or would create a conflict of interest as such a conflict is described in 18 U.S.C. Section 201-218, copies of which have been furnished to the Consultant. [redacted] recognizes that the Consultant serves as an advisor to various Government departments and agencies. The Consultant agrees that (1) he will disqualify himself from any matter which he is asked to act on for the Government which involves [redacted] (2) he will make his relationship with [redacted] known to such Government departments and agencies; (3) he will not represent [redacted] before the Government in connection with any matter which he has participated as Government advisor and (4) he will not render more than sixty (60) days of service to the Government during any three hundred sixty-five (365)-day period.

PROVISION 6 - NATIONAL DEFENSE INFORMATION

STATINTL The Consultant recognizes that [redacted] is engaged in the performance of contracts with the United States Government and that under such contracts [redacted] is required to meet various requirements as to the safeguarding and nondisclosure of information relating to the national defense. The Consultant agrees, therefore, that in furnishing such services he shall conduct himself in accordance with and conform to all applicable rules, regulations and requirements of such Government and of [redacted] with regard to such matters. The Consultant further understands that his failure to safeguard or his improper disclosure of information relating to the national defense may subject him to criminal liability under the laws of the United States, including Title 18 U.S.C., Sections 793 through 799, and Executive Orders No. 10104, dated February 1, 1950, No. 10501, dated November 5, 1953, and No. 10865, dated February 20, 1960.

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PROVISION 7 - ASSIGNMENT

Neither this Agreement nor any interest thereunder shall be assignable by either party unless such assignment is mutually agreed to in writing by the parties hereto; provided, however, that [REDACTED] may assign this Agreement to any corporation with which [REDACTED] may merge or consolidate or to which [REDACTED] may assign substantially all of its assets or that portion of its business to which this Agreement pertains without obtaining the agreement of the Consultant.

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PROVISION 8 - MODIFICATION

No modification of this Agreement shall be valid unless in writing and signed by each of the parties hereto.

PROVISION 9 - TERMINATION

Either party may terminate this Agreement or any renewal thereof by giving the other party written notice of his intention to so terminate. The termination will become effective as of the last day of the calendar month immediately following thirty (30) days from the date of receipt of said notice. This Agreement or any renewal thereof shall automatically terminate as of the end of the term if the parties do not renew the Agreement. The termination of this Agreement or of any renewal thereof shall discharge any further obligations of either party hereto with respect to this Agreement or any renewal thereof; provided, however, that the Consultant's obligations under Provisions 3, 4, 5 and 6 hereof with respect to such of said services as may have been furnished prior to the effective date of termination shall not be discharged by such termination but shall remain in full force and effect and provided further that [REDACTED] obligation hereunder to make payment to the Consultant with respect to the period prior to the effective date of said termination shall remain in full force and effect.

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