

SECRET

DPD-7078-60

Contract No. A-103
Amendment No. 10

SEP 29 1960

Thompson Ramo Wooldridge Inc.
Los Angeles, California

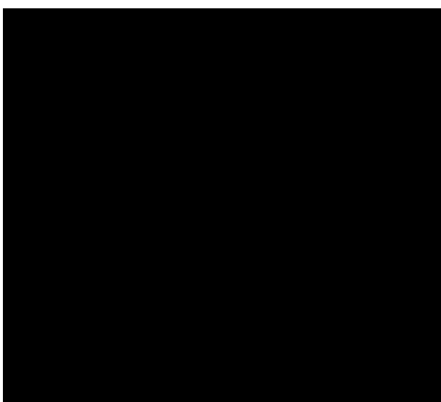
Gentlemen:

DOCUMENT NO. 34
NO CHANGE IN CLASS. X
CLASSIFIED
CLASS CHANGED TO: TS S C
NEXT REVIEW DATE: 2011
AUTH: HR 70-2
DATE: 10/28/11 REVIEWER: 010956

1. This document constitutes Amendment No. 10 to Contract No. A-103 between the United States of America and Thompson Ramo Wooldridge Inc., Los Angeles, California, effective for the period 1 July 1956 through 1 August 1960.

2. Paragraph b of PART II - CONSIDERATION AND PAYMENT, as amended, is deleted and the following is substituted therefor effective 1 July 1960:


"b. There has been allotted for this contract the following amounts:

<u>Period</u>	<u>Customer</u>	<u>Amount</u>	<u>Total</u>
1 July 1956 - 30 June 1957	No. 1 No. 2		
1 July 1957 - 30 June 1958	No. 1 No. 2		
1 July 1958 - 30 June 1959	No. 1		
1 July 1959 - 30 June 1960	No. 1		
1 July 1960 - 1 Aug. 1960	No. 1		

25X1A

Unexpended funds remaining at the end of a period are not authorized for use in a subsequent period. The total amount payable to the Contractor for a period under this contract shall not exceed the amount available for a specified period without written authorization from the Contracting Officer. The Contractor shall notify the Contracting Officer when 85% of the total allocated funds for a period have been expended and shall indicate the amount, if any, of additional funds which may be required."

25X1A

3. The above results in a net decrease in contract price of  All other terms, considerations and requirements of the contract, as amended, remain unchanged.

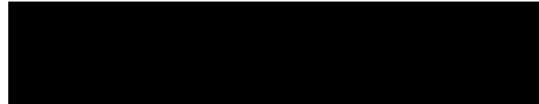
SECRET

Orig - A-103
Contractor
- FINIPD
- ADMINIPD
- 21

4. Please indicate your receipt of this Amendment No. 9 to Contract No. A-103 and your acceptance thereof by executing the original and two copies hereof. Return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

Very truly yours,

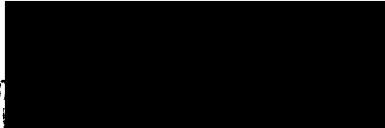
25X1A



Contracting Officer

25X1A

ACKNOWLEDGED AND ACCEPTED
THOMPSON RAMO WOOLDRIDGE INC.



BY

TITLE Director of Contracts

DATE 10/13/60

1- CB/A-103
1- Contractor
1- bin/OPD
1- ADMIN PERS/OPD
1- RI/OPD

SECRET

DPD-4624-60

Contract No. A103
Amendment No. 9

Thompson Ramo Wooldridge Inc.
Los Angeles, California

Gentlemen:

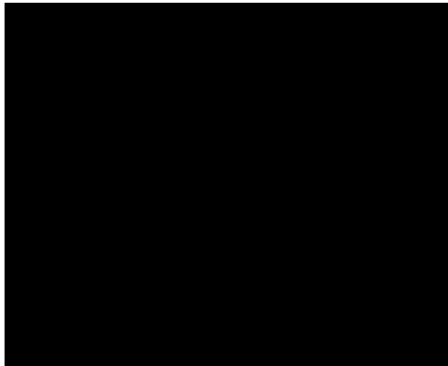
1. Reference is made to Contract No. A-103 between the United States of America and Thompson Ramo Wooldridge Inc., Los Angeles, California, effective for the period 1 July 1956 through 30 June 1960.

2. Pursuant to paragraph b of PART III- PERIOD OF PERFORMANCE of the Schedule, as amended, the period of performance is hereby extended to cover the period 1 July 1960 through 31 August 1960.

3. Paragraph b of PART II - CONSIDERATION AND PAYMENT, as amended, is deleted and the following is substituted therefor:

"b. There has been allotted for this contract the following amounts:

25X1A

<u>Period</u>	<u>Customer</u>	<u>Amount</u>	<u>Total</u>
1 July 1956 - 30 June 1957	No. 1 No. 2		
1 July 1957 - 30 June 1958	No. 1 No. 2		
1 July 1958 - 30 June 1959	No. 1		
1 July 1959 - 30 June 1960	No. 1		
1 July 1960 - 30 Aug. 1960	No. 1		

Unexpended funds remaining at the end of a period are not authorized for use in a subsequent period. The total amount payable to the Contractor for a period under this contract shall not exceed the amount available for a specified period without written authorization from the Contracting Officer. The Contractor shall notify the Contracting Officer when 85% of the total allocated funds for a period have been expended and shall indicate the amount, if any, of additional funds which may be required."

4. PART II - CONSIDERATION AND PAYMENT of the Schedule, as amended, is further amended to include the following:

SECRET

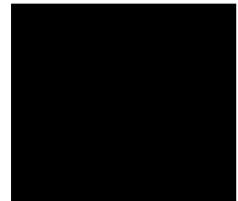
DOCUMENT NO. 35
NO CHANGE IN CLASS. X
[] DECLASSIFIED
CLASS. CHANGED TO: TS S C
DATE: 14/28/81
REVIEWER: 010856

a. Under subparagraph (1), "Overseas Service Rates", add the following new subparagraph (g):

25X1A

"(g) Period 1 July 1960 through ~~31~~³¹ August 1960:

- Engineer (Present)
- Engineer (Replacement of New Assignment)
- Senior Field Technician
- Field Technician



b. Under subparagraph (2), "Man-day Rate to be paid for unused Local Leave", add the following new subparagraph (g):

25X1A

"(g) Period 1 July 1960 through ~~31~~³¹ August 1960:

- Engineer (Present)
- Engineer (Replacement)
- Senior Field Technician
- Field Technician



5. All other terms, considerations and requirements of the contract, as amended, remain unchanged.

6. Please indicate your receipt of this Amendment No. 9 to Contract No. A-103 and your acceptance thereof by executing the original and two copies hereof. Return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

25X1A

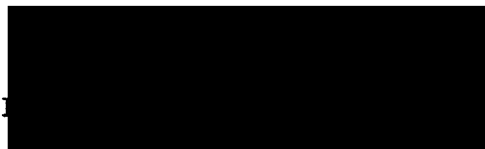
Very truly yours,



Contracting Officer

ACKNOWLEDGED AND ACCEPTED
THOMPSON RAMO WOOLDRIDGE INC.

25X1A



TITLE Director of Contracts

DATE 6 September 1960

SECRET

DPD-0878-60

Contract No. A-103
Amendment No. 8

DOCUMENT NO. *76 X*
NO CHANGE IN CLASS.
CLASS. CHANGED BY *2011*
NEXT REVIEW DATE
AUTH. HR 1082
DATE *14/2/81* REVIEWER *019906*

FEB 4 1960

- 1- A-103*
- 2- Contractor*
- 3- Finance*
- 4- Admin*
- 5- Chrono*

Thompson Ramo Wooldridge Inc.
Los Angeles, California

Gentlemen:


1. Reference is made to Contract No. A-103 between the parties hereto which covers the period 1 July 1956 through 30 June 1960.

2. PART II of the Schedule, "CONSIDERATION AND PAYMENT", as amended, is further amended to include the following:

a. Under subparagraph (1) "Overseas Service Rates" add the following new subparagraph (f):

25X1A


"(f) Period 1 July 1959 through 30 June 1960

Technician 

b. Under subparagraph (2) "Man-day Rate to be Paid for Unused Local Leave" add the following new subparagraph (f):

25X1A

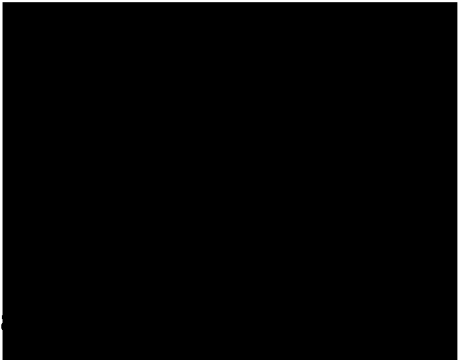
"(f) Period 1 July 1959 through 30 June 1960

Technician 

3. Paragraph b of PART II - CONSIDERATION AND PAYMENT, as amended, is deleted and the following is substituted therefor:

"b. There has been allotted for this contract the following amounts:

25X1A

<u>Period</u>	<u>Customer</u>	<u>Amount</u>	<u>Total</u>
1 Jul 1956 - 30 Jun 1957	No. 1 No. 2		
1 Jul 1957 - 30 Jun 1958	No. 1 No. 2		
1 Jul 1958 - 30 Jun 1959	No. 1		
1 Jul 1959 - 30 Jun 1960	No. 1		

Unexpended funds remaining at the end of a period are not authorized for use in a subsequent period. The total amount payable to the Contractor for a period under this contract shall not exceed the amount available for a specified period without written authorization from the Contracting Officer. The Contractor shall notify the Contracting Officer when 85% of the total allocated funds for a period have been expended and shall indicate the amount, if any, of additional funds which may be required."

25X1A

25X1A

4. The above results in a net increase of [REDACTED] for the period 1 July 1959 - 30 June 1960 for a new contract total of [REDACTED]. All other terms, conditions and requirements of Contract No. A-103, as amended, remain unchanged.

5. Please indicate your receipt of this Amendment No. 8 to Contract No. A-103 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

25X1A

Very truly yours,

[REDACTED]

Contracting Officer

25X1A

ACKNOWLEDGED AND ACCEPTED
THOMPSON RAMO WOOLDRIDGE INC.

BY [REDACTED]

TITLE Director of Contracts

DATE 12 February 1960

SECRET

DPD-4981-59

Contract No. A-103
Amendment No. 7

Thompson Ramo Wooldridge Inc.
Los Angeles 45, California

JUL 24 1959

Gentlemen:


1. Reference is made to Contract No. A-103 between the United States of America and Thompson Ramo Wooldridge Inc., Los Angeles, California, effective for the period 1 July 1956 through 30 June 1960.

2. Pursuant to the provisions of PART III(b) entitled, "OPTION TO EXTEND SERVICES AT PROVISIONAL RATES", the rates appearing in Part II of the Schedule, "CONSIDERATION AND PAYMENT" in subparagraphs (1)(e) and (2)(e) as provisional rates for the period 1 July 1958 - 30 June 1959 are now fixed rates for that period and the word "(Provisional)" appearing in the subparagraphs is deleted.

3. All other terms, conditions and requirements of Contract No. A-103, as amended, remain unchanged.

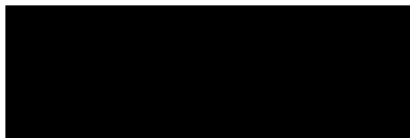
4. Please indicate your receipt of this Amendment No. 7 to Contract No. A-103 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

Very truly yours,



Contracting Officer

ACKNOWLEDGED AND ACCEPTED
THOMPSON RAMO WOOLDRIDGE INC.



TITLE Director, Contract Administration

DATE 17 August 1959

- 1 - A-103
- 2 - Contractor
- 3 - Finance
- 4 - Admin
- 5 - Chron

DOCUMENT NO. **37**
 NO CHANGE IN CLASS
 CLASSIFIED TO
 CLASS. EXTENSION TO
 NEXT REVIEW DATE
 AUTH. BY
 DATE **17/2/59**

- 1- A-103
- 2- Contractor
- 3- Finance
- 4- Admin/Pers.
- 5- Chrono

DPD-4266-59

Contract No. A-103
Amendment No. 6

Thompson Ramo Wooldridge Inc.
Los Angeles 45, California

JUN 29 1959

Gentlemen:

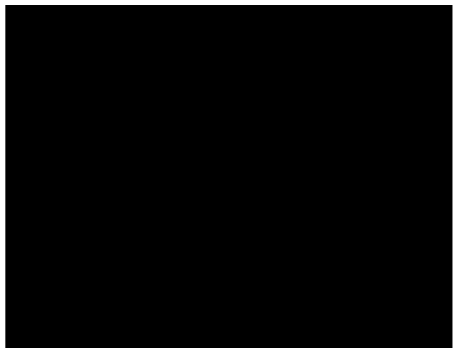
1. Reference is made to Contract No. A-103 between the United States of America and Thompson Ramo Wooldridge Inc., Los Angeles, California, effective for the period 1 July 1956 through 30 June 1959.

2. Pursuant to paragraph b of PART III - PERIOD OF PERFORMANCE of the Schedule, as amended, the period of performance is hereby extended for the period 1 July 1959 through 30 June 1960.

3. In view of the foregoing, the contract, as amended, is hereby further amended as follows:

a. Delete paragraph b of PART II - CONSIDERATION AND PAYMENT, as amended, and substitute therefor the following:

"b. There has been allotted for this contract the following amounts:

<u>Period</u>	<u>Customer</u>	<u>Amount</u>	<u>Total</u>
1 Jul 1956 - 30 Jun 1957	No. 1 No. 2		
1 Jul 1957 - 30 Jun 1958	No. 1 No. 2		
1 Jul 1958 - 30 Jun 1959	No. 1		
1 Jul 1959 - 30 Jun 1960	No. 1		

25X1A

*Contingent upon the availability of funds for this purpose during the Government's Fiscal Year 1960. This amount covers the period from 1 July 1959 - 31 December 1959.

Unexpended funds remaining at the end of a period are not authorized for use in a subsequent period. The total amount payable to the Contractor for a period under this contract shall not exceed the amount available for a specified period without written authorization from the Contracting Officer. The Contractor shall notify the Contracting Officer when 85% of the total allocated funds for a period have been expended and shall indicate the amount, if any, of additional funds which may be required."

DOCUMENT ID: 141241
 NO CHANGE IN CLASS.
 DECLASSIFIED
 CLASS. CHANGED TO: TS, S, C
 AUTH: HR 70-2
 DATE: 14/12/01 REVIEWER: 010956

~~SECRET~~

4. All other terms, requirements and conditions of Contract No. A-103, as amended, remain unchanged.

5. Please indicate your receipt of this Amendment No. 6 to Contract No. A-103 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

25X1A


Very truly yours,



Contracting Officer

ACKNOWLEDGED AND ACCEPTED
THOMPSON RAMO WOOLDRIDGE INC.

25X1A

BY 

TITLE Vice President

DATE July 21, 1959

SECRET

DOCUMENT NO. *79*
NO CHANGE IN CLASSIFICATION
DECLASSIFIED
CLASS. CHANGED TO: *TS S C*
NEXT REVIEW DATE: *2011*
AUTH: *HR 70-2*
DATE: *12/21* REVIEWER: *010956*

DHD-0539-59
Copy 1 of 5

Contract No. A-103
Amendment No. 5

8 April 1959

Thompson Ramo Wooldridge Inc.
Los Angeles, California

Gentlemen:

1. Reference is made to Contract No. A-103 between the parties hereto which covers the period 1 July 1956 through 30 June 1959.

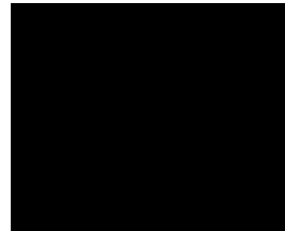
2. Pursuant to the provisions of PART III(b) entitled, "OPTION TO EXTEND SERVICES AT PROVISIONAL RATES", Part II of the Schedule, "CONSIDERATION AND PAYMENT", is amended to include the following subparagraphs:

a. Under subparagraph (1) "Overseas Service Rates" add the following new subparagraph (e):

"(e) Period 1 July 1958 - 30 June 1959 (Provisional)

25X1A

Engineer
Technician
Field Engineering
Supervisors and
Research and De-
velopment MTS



25X1A

b. Under Subparagraph (2) "Man-day rate to be paid for unused local leave" add the following new subparagraph (e):

"(e) Period 1 July 1958 - 30 June 1959 (Provisional)

- 1- A-103
- 2- Contract
- 3- Finance
- 4- Admin
- 5- Chrono

Engineer
Technician
Field Engineering
Supervisors and
Research and De-
velopment MTS



3. All other terms, conditions and requirements, including the consideration, of Contract No. A-103 remain unchanged.

4. Please indicate your receipt of this Amendment No. 5 to Contract No. A-103 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

25X1A

25X1A

ACKNOWLEDGED AND ACCEPTED

THOMPSON RAMO WOOLDRIDGE INC.

Very truly yours,

App *[Redacted]* 01/03: CIA-R
BY *[Redacted]*

TITLE Vice Pres DATE May 4, 1959

[Redacted]
Contracting Officer

AGREEMENT

THIS AGREEMENT entered into as of December 9, 1958, by and between THE RAMO-WOOLDRIDGE CORPORATION, a Delaware corporation with its principal offices in the City of Los Angeles, California, duly merged on October 31, 1958, into THOMPSON PRODUCTS INC., an Ohio corporation, (hereinafter referred to as "Transferor"); THOMPSON PRODUCTS INC., a corporation duly organized and existing under the laws of the State of Ohio, with its principal office in the City of Euclid, Ohio (hereinafter referred to as "Transferee") and the UNITED STATES OF AMERICA (hereinafter referred to as the "Government").

WITNESSETH:

WHEREAS, the Government, represented by the Contracting Officer, has entered into certain contracts with the Transferor (namely: Contracts Nos. A-101, A-102, A-103, ■■■-A-104, ■■■-a-501 and ■■■-CT-699) and the term "the contracts" as hereinafter used means the above contracts, and all other contracts, including amendments and change orders thereto, heretofore made between the Government, represented by the Contracting Officer, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties, or obligations thereunder), and including amendments and change orders thereto hereafter made between the Government and the Transferee;

WHEREAS, as of October 31, 1958, the Transferor assigned, conveyed and transferred to the Transferee all the assets of the Transferor by virtue of the transfer agreement between the Transferor and the Transferee;

WHEREAS, the Transferee, by virtue of said assignment, conveyance and transfer, has acquired all the assets of the Transferor;

WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the Contracts;

WHEREAS, the Transferee is in a position fully to perform the Contracts, and such duties and obligations as may exist under the Contracts;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the Contracts;

WHEREAS, there has been filed with the Government evidence of said assignment, conveyance or transfer in the form of a certified copy of the list the documents required by ASPR 16-505.2(c);

WHEREAS, there has been filed with the Government a certificate dated October 31, 1958, signed by the Vice President of THOMPSON RAMO WOOLDRIDGE INC., to the effect that the RAMO-WOOLDRIDGE CORPORATION has been merged into THOMPSON PRODUCTS INC. and that the Corporate name of THOMPSON PRODUCTS, INC. has been changed to THOMPSON RAMO WOOLDRIDGE INC. on October 31, 1958, and that duly executed copies of the Merger Agreement have been filed with the Secretaries of State of Ohio and Delaware on the 31st day of October 1958.

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the Contracts.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the Contracts, in all respects as if the Transferee were the original party to the Contracts.

25X1A
25X1A
25X1A

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the Contracts with the same force and effect as if the action had been taken by the Transferee.

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Contracts in all respects as if the Transferee were the original party to the Contracts. The term "Contractor" as used in the Contracts shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the Contracts, shall be deemed to have discharged pro tanto the Government's obligations under the Contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the Contracts to the extent of the amounts so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that no claim for payment by or reimbursement from the Government shall be made by either of them with respect to any costs, increased taxes or other expenses arising out of or attributable to (i) said assignment, conveyance and transfer, or (ii) this Agreement, other than those which the Government would have been obligated to pay or reimburse under the terms of the Contracts in effect prior to the execution of this Agreement.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (i) assumes under this Agreement, or (ii) may hereafter undertake under the Contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consent to any such amendment or modification.

9. Except as herein modified, the Contracts shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

25X1A

BY SIGNED [Redacted Signature]

TITLE Contracting Officer

(Corporate Seal)

THE RAMO-WOOLDRIDGE CORPORATION

25X1A

BY SIGNED [Redacted Signature]
TITLE _____

(Corporate Seal)

RAMO-WOOLDRIDGE a Division of
THOMPSON RAMO WOOLDRIDGE INC.

25X1A

BY SIGNED [Redacted Signature]
TITLE _____

SECRET

CERTIFICATE

I, _____, certify that I am the Secretary of THE RAMO-WOOLDRIDGE CORPORATION, named above; that _____, who signed this Agreement on behalf of said corporation, was then _____ of said corporation; and that this Agreement 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.

Witness my hand and seal of said corporation this ____ day of _____, 1958.

By **SECRET** _____

(Corporate Seal)

CERTIFICATE

I, _____, certify that I am the Secretary of THOMPSON RAMO WOOLDRIDGE INC., named above; that _____, who signed this Agreement on behalf of said corporation, was then _____ of said corporation; and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of said corporation this ____ day of _____, 1958.

By **SECRET** _____

(Corporate Seal)

SECRET

SECRET

DOCUMENT ID: 40
NO CHANGE IN CLASS
CLASSIFIED BY: X
CLASSIFICATION DATE: 2011
AUTHORITY: 141281
DATE: 141281 REVIEWER: 610816

DFS-5154
Copy 1 of 5

Contract No. A-103
Amendment No. 4

The Ramo-Wooldridge Corporation
Los Angeles, California

OCT 28 1958

Gentlemen:

1. Reference is made to Contract No. A-103 between the United States of America and the Ramo-Wooldridge Corporation, Los Angeles, California, effective for the period 1 July 1956 through 30 June 1959.

2. The Contract, as amended, is hereby further amended as follows. In PART II - CONSIDERATION AND PAYMENT of the Schedule, paragraph e., entitled "Vacation Leave" is deleted in its entirety and the following substituted therefor:

"e. Vacation Leave: ^{720 (2)} Each contract technical services employee shall be granted three ⁽³⁾ calendar weeks leave in the United States for each 12 months overseas. In the event of employment for less than twelve months, or a few months extension of the aforementioned period the Contractor shall earn vacation leave at the rate of 1.75 days for each full month of service. An employee will not normally be eligible for vacation leave until completion of twelve months service overseas. Thereafter, vacation leave will be granted subject to operational requirements at the discretion of the Team Supervisor or other person designated by the Contractor and with the approval of the Commanding Officer. Reimbursement will be made at the applicable Overseas Service rate specified in Part II(a)(1) hereof, while the employee is on the vacation leave provided above. Vacation leave may be taken overseas rather than in the United States if so requested by the Technical Service employee and if mutually agreeable to the Government and the Contractor."

*Orig - A-103
2 - Contractor
3 - Finance
4 - Admin
5 - Chrono*

3. All other terms, conditions and requirements of Contract No. A-103 remain unchanged.

4. Please indicate your receipt of this Amendment No. 4 to Contract No. A-103 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

Very truly yours,

[Redacted Signature]

Contracting Officer

ACKNOWLEDGED AND ACCEPTED
THE RAMO-WOOLDRIDGE CORPORATION

BY App [Redacted] 2/01/03 : CIA-RDP81B00878R000800020015-1

TITLE Vice Pres. DATE October 31, 1958

25X1A

25X1A

~~SECRET~~

DPS-1452
Copy 1 of 5

Contract No. A-103
Amendment No. 3

24 Sept 1958

The Ramo-Wooldridge Corporation
Los Angeles 45, California

Gentlemen:

1. Reference is made to Contract No. A-103 between the United States of America and the Ramo-Wooldridge Corporation, Los Angeles, Calif., effective for the period 1 July 1956 through 30 June 1958.

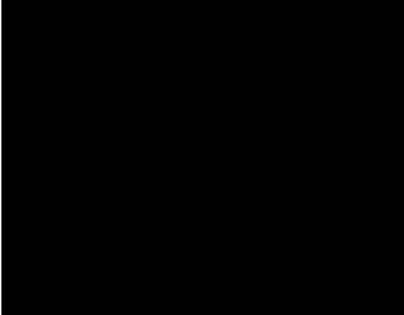
2. Pursuant to paragraph b of PART III - PERIOD OF PERFORMANCE of the Schedule, the period of performance is hereby extended for the period 1 July 1958 through 30 June 1959.

3. In view of the foregoing, the contract, as amended, is hereby further amended as follows:

a. Delete paragraph b of PART II - CONSIDERATION AND PAYMENT and substitute therefor the following:

"a. Amount Allocated to Contract: There has been allotted for this contract the following amounts:

25X1A

<u>Period</u>	<u>Customer</u>	<u>Amount</u>	<u>Total</u>
1 Jul 1956 - 30 Jun 1957	No. 1 No. 2		
1 Jul 1957 - 30 Jun 1958	No. 1 No. 2		
1 Jul 1958 - 30 Jun 1959	No. 1		
GRAND TOTAL			

Unexpended funds remaining at the end of a period are not authorized for use in a subsequent period. The total amount payable to the Contractor for a period under this contract shall not exceed the amount available for a specified period without written authorization from the Contracting Officer. The Contractor shall notify the Contracting Officer when 85% of the total allocated funds for a period have been expended and shall indicate the amount, if any, of additional funds which may be required."

*Orig - A-103
2 - Contractor
3 - Proposer
4 - Admin
5 - Kraus*

DOCUMENT NO. 41
NO CHANGE IN CLASS. X
LI DECLASSIFIED
CLASS. CHANGED TO: TS S C
AUTH: HR 70-2
DATE: 14/2/80 REFERENCE: C10256

b. Paragraph 4 (a) entitled "PAYMENTS" of the General Provisions is amended to include the following:

"Contractor will (1) maintain and bill separately the costs applicable to Customer No. 2 and (2), will cite on each invoice, in addition to other pertinent data, cost symbol No. 1100 for all costs generated between 1 July 1957 and 30 June 1958. Invoices submitted by the Contractor shall also indicate (1) the period involved, and (2) total funds allotted for said period less total of all previous billings thereby showing the balance available for expenditure in that period. Under this amount set forth the amount of the current claim. The invoice submitted for the final claim for a period should have indicated thereon the words "Final Claim" and also show the unexpended balance. Services rendered should be billed against the period in which same were performed even though services may be invoiced for in a subsequent period. Amounts withheld for payment to an employee at a later date should be billed on an accrual basis. In the event payment to the employee is not effected at the due date a check should be issued to [REDACTED] and submitted to the Contracting Officer with a statement indicating the period(s) affected."

25X1A

4. All other terms, conditions and requirements of Contract No. A-103 remain unchanged.

5. Please indicate your receipt of this Amendment No. 3 to Contract No. A-103 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy to the undersigned and retain the remaining copy for your files.

Very truly yours,

25X1A

[REDACTED]
Contracting Officer

25X1A

ACKNOWLEDGED AND ACCEPTED
THE RAMO-WOOLDRIDGE CORPORATION

BY [REDACTED]
TITLE President

DATE October 2, 1958

SECRET

26675

22 April 1958

Contract No. A-103
Amendment No. 2

The Ramo-Wooldridge Corporation
Los Angeles 45, California

Gentlemen:

1. Reference is made to Contract No. A-103 between the parties hereto which covers the period 1 July 1956 through 30 June 1958.

2. Pursuant to the provisions of PART III(b) entitled "OPTION TO EXTEND SERVICES AT PROVISIONAL RATES", Part II of the Schedule "CONSIDERATION AND PAYMENT", is amended to add the following subparagraphs:

a. Under subparagraph (1) "Overseas Service Rates" add the following new subparagraph (d):

"(d) Period - 1 January 1958 - 30 June 1958

25X1A

Engineer
Technician
Field Engineering
Supervisors and
Research and De-
velopment MTS



b. Under subparagraph (2) "Man-day rate to be paid for unused local leave" add the following new subparagraph (d):

"(d) Period - 1 January 1958 - 30 June 1958

25X1A

Engineer
Technician
Field Engineering
Supervisors and
Research and De-
velopment MTS



3. All other terms, conditions and requirements of Contract No. A-103 remain unchanged.

orig. A-103
2 - contracts
3 - Orig & in
4 - Admin
5 - Chrono

SECRET

DOCUMENT NO. *42*
NO CHANGE IN CLASS. *X*
IF DECLASSIFIED
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: *2011*
DATE *14/29/* REVIEWER: *010050*

4. Please indicate your receipt of this Amendment No. 2 to Contract No. A-103 and your acceptance thereof, by executing the original and two copies of this Amendment. Return the fully executed original and one copy of this Amendment to the undersigned and retain the remaining copy for your files.

25X1A

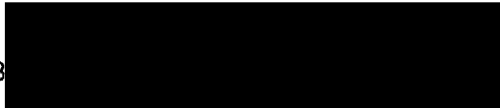
Very truly yours,



Contracting Officer

ACKNOWLEDGED AND ACCEPTED
THE RAMO-WOOLDRIDGE CORPORATION

25X1A

B 

Title President

Date May 16, 1958

SECRET

*SAPC. 23516
Cy 135*

Contract No. A-103
Amendment No. 1

JAN 28 1958

The Ramo-Wooldridge Corporation
Los Angeles 45, California

Gentlemen:

1. Reference is made to Contract No. A-103 between the parties hereto which covers the period 1 July 1956 through 31 December 1957.

2. Pursuant to the provisions of PART III(b) entitled OPTION TO EXTEND SERVICES AT PROVISIONAL RATES, the Government hereby elects to extend this contract for the period 1 January 1958 through 30 June 1958.

3. In view of the foregoing, the Schedule of the contract is hereby amended as follows:

A. PART I - SERVICES TO BE FURNISHED

Delete a. General: thereunder, and substitute the following:

"a. General: The Contractor shall, during the period set forth in Part III of the Schedule, furnish and supply to the Government all field engineering, and technical representatives labor necessary for the field support and evaluation of special electronic Systems One, Two, Three, Four, and Three-Channel and Fourteen-Channel Data Reduction Equipment. This field engineering shall be in support of overseas operations. The estimated services shall include, but will not be limited to, the following:

*orig - A-103
Contractor
3 - Finance
4 - Admin
5 - Chrono*

25X1A

CUSTOMER NO. 1

<u>System</u>	<u>Type Service</u>	<u>Period</u>	<u>Man Months Overseas</u>
1 & 3	Engineer & MTS	1 July - 31 Dec. 56	[REDACTED]
	Engineer & MTS	1 Jan. - 30 Jun. 57	
	Engineer & MTS	1 Jan. - 30 Jun. 58	
	Engineer	1 July - 30 Dec. 57	
	Technicians	1 July - 31 Dec. 56	
		1 Jan. - 30 Jun. 57	
		1 July - 31 Dec. 57	
		1 Jan. - 30 Jun. 58	

DOCUMENT NO. 43
NO CHANGE IN CLASS.
IF DECLASSIFIED
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: 2011
AUTH: HR 70-2
DATE: 14/12/81

SECRET

~~SECRET~~

25X1A

<u>System</u>	<u>Type Service</u>	<u>Period</u>	<u>Man Months Overseas</u>
4	Engineer & MTS	1 July - 31 Dec. 56	[REDACTED]
	Engineer & MTS	1 Jan. - 30 Jun. 57	
	Engineer	1 July - 31 Dec. 57	
	Engineer	1 Jan. - 30 Jun. 58	
	Technicians	1 July - 31 Dec. 56	
		1 Jan. - 30 Jun. 57	
		1 July - 31 Dec. 57	
		1 Jan. - 30 Jun. 58	
2	Services charged cover all work performed on this System prior to 1 April 1957. Subsequent charges are to be assessed against Customer No. 2.		

25X1A

CUSTOMER NO. 2

<u>System</u>	<u>Type Service</u>	<u>Period</u>	<u>Man Months Overseas</u>
2	Engineer	1 July - 31 Dec. 57	[REDACTED]
	Technicians	1 July - 31 Dec. 57	
		1 Jan. - 30 Jun. 58	

B. PART IIb. - CONSIDERATION AND PAYMENT

The first sentence is deleted and the following substituted in lieu thereof:

25X1A "PART IIb. of the Schedule amount allocated to
 25X1A contract: There has been allocated for this
 25X1A contract the total amount of [REDACTED] for Customer
 25X1A No. 1 and [REDACTED] for Customer No. 2 for the period
 25X1A 1 July 1956 through 30 June 1957 and [REDACTED] for
 25X1A Customer No. 1 and [REDACTED] for Customer No. 2 for
 the period 1 July 1957 through 30 June 1958. Con-
 tractor will (1) maintain and bill separately the
 costs applicable to Customer No. 2 and (2), will
 cite on each invoice, in addition to other pertinent
 data, cost symbol No. 1100 for all costs generated
 between 1 July 1957 and 30 June 1958."

25X1A

C. Change the amount appearing on the face of the contract from [REDACTED]

4. All other terms and conditions of Contract No. A-103 remain unchanged.

~~SECRET~~

5. Please indicate your receipt of this Amendment No. 1 to the contract and your acceptance thereof by executing the original and 2 copies of this Amendment. Return the original and 1 copy thereof to the undersigned and retain the remaining copy for your files.

Very truly yours,

25X1A

THE UNITED STATES OF AMERICA

[Redacted Signature]

Contracting Officer

ACKNOWLEDGED AND ACCEPTED
THE RAMO-WOOLDRIDGE CORPORATION

25X1A

BY [Redacted Signature]

TITLE President

DATE 5 March 1958

SECRET

SAPC. 19623

Copy 1.75



NEGOTIATED CONTRACT

CONTRACT NO. A-103

The Rand-Wouldridge Corporation
Los Angeles 45, California

CONTRACT FOR: CONTRACT WORK
(See Schedule)

AMOUNT:



25X1A

Mail Invoices to:

Performance Period: 1 July 1956
Thru 31 December 1957

Administrative Date:

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 the above-named Contractor which is a Corporation, incorporated in the State of Delaware, hereinafter called the Contractor.

The Parties hereto agree that the Contractor shall furnish the necessary personnel and shall perform all the services set forth in the attached schedule issued hereunder for the consideration stated therein.

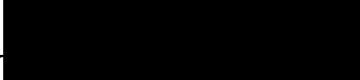
The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions, which together with this signature page and the accompanying certificate comprise this Contract No. A-103. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of DEC 28, 1957.

Signatures:

25X1A

THE RAND-WOULD RIDGE CORPORATION



XBy:

Title President

THE UNITED STATES OF AMERICA



Title Contracting Officer

25X1A

- orig. A-103
- 2. Proj. Finance
- 3. contractor
- 4. Proj. Admin
- 5. " Chrono.

44
 DOCUMENT NO. _____
 NO CHANGE IN CLASS.
 DECLASSIFIED
 CLASS. CHANGED TO: TS S C 2011
 NEXT REVIEW DATE: _____
 AUTH: HR 70-2
 DATE: 11/25/11 REVIEWER: 010956

SECRET

SECRET

Contract No. A-103

CERTIFICATE

I, _____, certify that I am the
_____ of the Corporation named
as Contractor herein; that _____ who
signed this contract on behalf of the Contractor was then _____
_____ of said Corporation; that said
contract 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)

SECRET

SECRET

Contract No. A-103

INDEX OF SCHEDULE

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SECRET

SCHEDULE

PART I - SERVICES TO BE FURNISHED

a. General: The Contractor shall, during the period set forth in Part III of the Schedule, furnish and supply to the Government all field engineering, and technical representatives labor necessary for the field support and evaluation of special electronic Systems One, Two, Three, Four, and Three-Channel and Fourteen-Channel Data Reduction Equipment. This field engineering shall be in support of overseas operations. The estimated services shall include, but will not be limited to, the following:

CUSTOMER NO. 1

<u>System</u>	<u>Type Service</u>	<u>Period</u>	<u>Man Months Overseas</u>	
1 & 3	Engineer & MTS	1 July - 31 Dec. 56		25X1A
	Engineer & MTS	1 Jan. - 30 Jun. 57		
	Engineer	1 July - 30 Dec. 57		
	Technicians	1 July - 31 Dec. 56		
		1 Jan. - 30 Jun. 57		
	1 July - 31 Dec. 57			
4	Engineer & MTS	1 July - 31 Dec. 56		
	Engineer & MTS	1 Jan. - 30 Jun. 57		
	Engineer	1 July - 31 Dec. 57		
	Technicians	1 July - 31 Dec. 56		
		1 Jan. - 30 Jun. 57		
	1 July - 31 Dec. 57			

2 Services charged cover all work performed on this System prior to 1 April 1957. Subsequent charges are to be assessed against Customer No. 2.

CUSTOMER NO. 2

Services to be rendered cover any work performed for this customer after 1 April 1957 (particularly, System II). It further includes charges for work performed during Fiscal 1958 until a separate contract is negotiated with another activity. Contractor to furnish a statement of dollars expended to 30 June 1957 for this customer and from 1 July 1957 until another contract is negotiated.

b. Assignment of Personnel: The assignment of technical representatives will be substantiated by the execution of an Agreement of Employment which shall designate the effective date of said assignment. The basic form of the Agreement of Employment shall be mutually agreeable to the Government and the Contractor.

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Contract No. A-103

c. Transportation: Transportation provisions are set forth in clause 21(a) of the General Provisions.

d. Supervision: Contract technical services personnel shall at all times be recognized as employees of the Contractor and under his administrative control. However, the Contractor and contractor personnel shall, in the performance of services hereunder, be guided by and comply with the directions and requirements of the Project Base Commander or his authorized representative, under whose authority said services shall be performed in a satisfactory manner.

e. Reports: Contractor personnel shall keep the Contractor fully informed as to maintenance problems by suitable internal reports. Upon request of the Contracting Officer the Contractor will furnish summary reports regarding maintenance problems to such person(s) as are designated by the Contracting Officer.

f. Privileges: Assigned contract technical services personnel will be given certain privileges to the extent authorized other individuals assigned to a Project Base including but not limited to the following:

- (1) Necessary medical and dental care for the Contractor's personnel at no charge to the Contractor in the event that commercial medical or dental facilities are not available to the Contractor's personnel.
- (2) The Government will supply to the Contractor's personnel performing services under this contract suitable quarters and rations during the time they are required to remain on duty at no cost to the Contractor or the Contractor's personnel. In the event suitable Government quarters and rations are not furnished, Contractor's personnel will be paid a reasonable per diem allowance directly by the Government. When approved by the Contracting Officer, Contractor furnished per diem plus applicable G&A shall be reimbursed by the Government. Applicable G&A shall be that G&A used in the man-month rate for that period.
- (3) Provisions concerning vacation, local, sick and emergency leave are set forth in Part II of the Schedule.

g. Replacement of Personnel: The Contractor shall furnish a contract technical services employee, as mutually agreed upon between the parties hereto, during the vacation or emergency leave period of the

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Contract No. A-103

regularly assigned employee if requested by the Government, or if the regularly assigned employee becomes incapacitated, dies or otherwise is unable to complete performance hereunder. Replacement personnel shall be reimbursed at the applicable rate as set forth in Part II.

PART II - CONSIDERATION AND PAYMENT

a. Contract Price: The Government shall pay the Contractor, in accordance with Clause 4 of the General Provisions upon satisfactory performance of this contract, and upon the submission of properly certified invoices or vouchers therefor, as full payment for the services to be supplied by the Contractor hereunder, as follows:

(1) Overseas Service Rates

(a) Period - 1 July - 31 December 1956

	Type Service	Rate/Man month
25X1A	Engineer	[REDACTED]
	Technician	

(b) Period - 1 January - 30 June 1957

	Type Service	Rate/Man month
25X1A	Engineer	[REDACTED]
	Technician	
	Field Engineering Supervisors and	
	Research and Development MTS	

(c) Period - 1 July - 31 December 1956

	Type Service	Rate/Man month
25X1A	Engineer	[REDACTED]
	Technician	
	Field Engineering Supervisors and	
	Research and Development MTS	

(2) Man-day rate to be paid for unused local leave:

(a) Period - 1 July - 31 December 1956

	Type Service	Rate/Man Day
25X1A	Engineer	[REDACTED]
	Technician	

(b) Period - 1 January - 31 June 1957

	Type Service	Rate/Man Day
25X1A	Engineer	[REDACTED]
	Technician	
	Field Engineering Supervisors or MTS	

(c) Period - 1 July - 31 December 1957

	Type Service	Rate/Man Day
25X1A	Engineer	[REDACTED]
	Technician	
	Field Engineering Supervisors or MTS	

(3) Transportation:

Reimbursement for the cost plus applicable G&A of approved transportation furnished by the Contractor in accordance with the general provisions of this contract. The applicable G&A shall be the G&A used in computing the man-month rate for the period.

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Contract No. A-103

25X1A

25X1A

b. Amount Allocated to Contract: There has been allotted for this contract the total amount of [REDACTED] for the period 1 July 1956 through 30 June 1957, and [REDACTED] for the period 1 July 1957 through 31 December 1957. If, at any time, the Contractor has reason to believe that by reason of the performance by it of this contract the amount due to it will exceed the sum allotted to this contract, it shall notify the Contracting Officer to that effect. Notwithstanding any other provision of this contract, the Contractor shall not be obligated to furnish any services pursuant to this contract if, in the best judgment of the Contractor, the cost of such services will exceed the amount then allotted to this contract. The Government shall not be obligated to pay the Contractor under this contract any amount in excess of the sum allotted.

c. Processing of Invoices for Payment: Invoices shall be submitted and processed for payment in accordance with Clause 4 of the General Provisions and the procedure prescribed in document entitled "Assumptions and Understandings Pertaining to Entitlements of Contractor's Personnel and the Method of Handling Financial Obligations of Such Employees at Forward Base of Operations." Said document is on file with the parties hereto and is incorporated herein by reference.

d. Time Computations For Payment Purposes: For payment purposes, the time spent in the performance of services hereunder will be determined in accordance with the provisions of Clause 20 of the General Provisions and the provisions of this Schedule. Employees will be subject to the same daily hours of duty as the command to which they are assigned. However, if required, the employees will be subject to duty seven (7) days per week, twenty-four (24) hours per day.

e. Vacation Leave: Each contract technical services employee shall be granted three (3) calendar weeks leave in the United States for each 12 months overseas. In the event of employment for less than twelve months, or a few months extension of the aforementioned period the Contractor shall earn vacation leave at the rate of 1.75 days for each full month of service. In the event of contract renewals or contracts with new employees after 1 July 1957 the technical services employee shall be granted two (2) calendar weeks leave in the United States for each 12 months overseas. An employee will not normally be eligible for vacation leave until completion of twelve months service overseas. Thereafter vacation leave will be granted subject to operational requirements at the discretion of the Team Supervisor or other person designated by the Contractor and with the approval of the Commanding Officer. In the event of employment for less than twelve months, or a few months extension of the aforementioned period the Contractor shall earn vacation leave at the rate of 1.167 days for each full month of service. Reimbursement will be made at the applicable Overseas Service rate specified in Part II(a)(1) hereof, while the employee is on the vacation leave provided above. Vacation leave may be taken overseas rather than in the United States if so requested by the Technical service employee and if mutually agreeable to the Government and the Contractor.

f. Sick Leave: Each contract technical services employee shall be entitled to sick leave benefits in accordance with the plan for sick leave benefits as presently in effect for salaried employees of the Contractor in Inglewood, California. Short term illnesses will be administered locally in the field. In the event of a prolonged illness, the employee should be replaced and returned to the U.S.

g. Local Leave: Each contract technical services employee while outside the continental limits of the United States shall receive eight and one-half (8½) days local leave per month of employment. Such local leave will be granted subject to operational requirements at the sole discretion of the Team Supervisor or other person designated by the Contractor. Unused local leave shall accrue to a maximum of twenty (20) days during the 12 month term of employment. Unused local leave remaining on completion of employment because the time could not be made available will be reimbursed at the appropriate man day rate specified in Part II(a)(2).

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Contract No. A-103

h. Emergency Leave: Emergency leave not to exceed forty-five days may be granted if approved by the Contracting Officer. The company will be reimbursed by the Government for transportation in connection with emergency leave. No reimbursement will be made by the Government while the individual is on approved emergency leave.

PART III - PERIOD OF PERFORMANCE

a. Period of Performance: The services of the contract technical services personnel called for under Part I of this contract shall be furnished when and as required during the period 1 July 1956 through 31 December 1957.

b. Option To Extend Services at Provisional Rates: The Government is granted the right and option of renewing or extending this contract for any additional periods of time but not to exceed 30 June 1958. This option to extend the contract will be exercised by a Change Order to this contract. It is understood and agreed that the rates set forth in Part II of this contract shall be considered as interim provisional rates for payment purposes applicable to the period of extension pending the completion of the negotiation of rates which are to be mutually agreed upon for such extended period. Upon completion of negotiations, the rates mutually agreed upon for the additional period will be evidenced by an appropriate Amendment. Failure to agree upon rates shall be deemed to be a dispute concerning a question of fact and shall be disposed of in accordance with the clause entitled "Disputes". Nothing contained herein shall be construed as indicating that the provisional rates to be paid during the extension period are or are not fair and reasonable compensation to the Contractor for services rendered.

PART IV - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval or waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

Contract No. A-103

PART V - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (1) the specific nature or any details of the work being performed hereunder or (11) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VI - CAPTURE AND DETENTION

In the event any Contractor personnel assigned to duty under this contract is found to be missing from his place of employment, whether or not such personnel then actually was engaged in the course of his employment, under circumstances supporting an inference that his absence was due to the action of a hostile force or the force of any power not allied with the United States in a common military effort, or is known to have been taken prisoner, hostage, or otherwise detained by a hostile force or the force of any power not allied with the United States in a common military effort, the time spent by such personnel during such detention (which shall be construed to include the period until such personnel is returned to his place of employment, or to the United States, or death in fact is established by a finding by the Federal Security Administrator (hereinafter referred to as "Administrator") or other Federal body having jurisdiction or by other evidence satisfactory to the Contracting Officer, or death can legally be presumed to have occurred) shall not be considered as time spent in the performance of services hereunder and the Government shall not be obligated to make any payment on account of such personnel except as provided in this paragraph. The Contractor is authorized to and shall enter into agreements with personnel hereunder to pay benefits to the extent not otherwise paid to such personnel in the event of, and during the time spent by such personnel during such detention, as construed above, which will equal the total wage due for such detention, as construed above, computed on the basis of wage rate being paid such personnel at the time of such detention. Claims for benefits shall be made under applicable law with the Administrator. In the event that the Contractor is obligated by agreements, authorized above, to pay and shall have paid benefits in an amount not paid or payable by the Administrator on account of such detention of such personnel, the Government shall pay to the Contractor, in respect of such personnel during the period of such detention, as construed above, such amount which when added to the amount paid or to be paid in respect of such personnel by the Administrator, whether to the Contractor or otherwise, will equal the total wage due for such period of detention, as construed above, computed on the basis of wage rate being paid such personnel at the time of such detention. Subject to the availability of funds therefor, the obligation of the Government to make payments provided for by this paragraph shall continue in effect during the period of such detention, as construed above, and shall survive the earlier expiration or termination of this contract.

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Contract No. A-103

PART VII - LETTER CONTRACT SUPERSEDED

This is the Definitive Contract contemplated by the Letter Contract issued by the Government to the Contractor under date of 1 July 1956 and supersedes said Letter Contract. Work performed and payments made under said Letter Contract shall be deemed to be work performed and payments made under this Definitive Contract. The date of the Letter Contract shall govern for the determination of the priority status of this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall prevail.

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SECRET

GENERAL PROVISIONS
(TECHNICAL SERVICES CONTRACTS)

1. **DEFINITIONS.**--As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department, and the head or any assistant head of the executive agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) 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. The Commander of the Air Force activity to which any contractor personnel may be assigned hereunder is hereby designated an authorized representative of the Contracting Officer with regard to contractor personnel so assigned.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

(d) The terms "contractor employee" and "contractor personnel" as used throughout this contract shall be deemed to refer to all contract technical services personnel, including all of the specific types of technicians referred to in the Schedule, and shall be defined as persons, such as advisers, instructors, or technical specialists, obtained through the contractor to perform services pertaining to the operation and maintenance engineering of Air Force equipment. The terms include both:

(i) "Technical representatives" who are employees of a manufacturer furnishing end items of equipment to the Air Force, and furnishing services only in connection with such end items; and

(ii) "Contract technicians" who are employees of a commercial concern furnishing services to the Air Force at least a part of which are in connection with end items not manufactured by the Contractor.

(e) The term "man month" as used herein shall be deemed to be the time devoted to the performance of services hereunder by one contractor employee during a period of one calendar month.

(f) The term "continental limits of the United States" as used herein means any place within the territorial limits of the 48 states and the District of Columbia.

(g) The term "domestic services" as used herein means services within the continental limits of the United States.

(h) The term "overseas" as used herein means any place outside the continental limits of the United States.

2. **CHANGES.**--The Contracting Officer may, at any time, by a written order, and without notice to the sureties, if any, make changes in or additions to drawings and specifications, issue additional instructions, require modified or additional work or services within the general scope of the contract, change the place of delivery or method of shipment, or the amount of Government furnished property. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made in the contract price, or time of performance, or both; and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by the Contractor of the notification of change: provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. **INSPECTION.**--All services, material and workmanship, shall be subject to inspection and test by representatives of the Government. For this purpose, the Contractor shall allow at all reasonable times inspectors and other Government personnel free access to the plant and operations and shall furnish such facilities, supplies, and services as may be required for this work.

4. **PAYMENTS**

(a) The Contractor shall be paid in monthly installments upon submission of properly certified invoices therefor for services rendered and accepted less deductions, if any, as herein provided.

(b) Any payments in reimbursement of the cost of any transportation furnished by the Contractor for which it is entitled to be reimbursed under paragraph (a) of the Clause hereof entitled "Services Furnished by the Government" shall be made upon the submission of properly certified invoices and other evidence satisfactory to the Contracting Officer covering the expenditures for which reimbursement is so sought.

(c) If this contract provides for overseas services, the domestic rates, if any, specified in the Schedule are applicable to that portion of the time necessary for travel between the Contractor's plant and the overseas site which is spent within the continental limits of the United States.

5. **ASSIGNMENT OF CLAIMS.**--(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S. Code 203, 41 U.S. Code 15,) if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any other provision of this contract, payments to any assignee of any moneys due or to become due the Contractor from the Government under this contract, as amended, be subject to reduction or set-off.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same; provided that a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

6. FEDERAL, STATE AND LOCAL TAXES.—(a) Definitions. As used throughout this clause, the following terms shall have the meanings set forth below:

(i) The term "direct tax" means any tax or duty directly applicable to the completed supplies or services (as distinguished from taxes directly applicable to materials and components used in the manufacture or furnishing of the completed supplies or services) covered by this contract, or any other tax or duty from which the Contractor or this transaction is exempt. It includes any tax or duty directly applicable to the importation, production, processing, manufacture, construction, sale, or use of such supplies or services; it also includes any tax levied on, with respect to, or measured by sales, receipts from sales, or use of the supplies or services covered by this contract. The term does not include transportation taxes, unemployment compensation taxes, social security taxes, income taxes, excess-profits taxes, capital stock taxes, property taxes, and such other taxes as are not within the definition of the term "direct tax" as set forth above in this paragraph.

(ii) The term "contract date" means the effective date of this contract if it is a negotiated contract, or the date set for the opening of bids if it is a contract entered into as a result of formal advertising. For the purpose of any additional procurement of supplies or services called for by an agreement supplemental hereto, the term "contract date" shall refer to the date of such supplemental agreement.

(b) Federal Taxes. Except as may be otherwise provided in this contract, the contract price includes all applicable Federal taxes in effect on the contract date.

(c) State or Local Taxes. Except as may be otherwise provided in this contract, the contract price does not include any State or local direct tax in effect on the contract date.

(d) Evidence of Exemption. The Government agrees, upon request of the Contractor, unless there exists no legal basis to sustain an exemption, to furnish a Tax Exemption Certificate or other similar evidence of exemption with respect to any direct tax not included in the contract price pursuant to this clause; and the Contractor agrees, in the event of the refusal of the applicable taxing authority to accept such evidence of exemption, (i) promptly to notify the Contracting Officer of such refusal, (ii) to cause the tax in question to be paid in such manner as to preserve all rights to refund thereof, and (iii) if so directed by the Contracting Officer, to take all necessary action, in cooperation with and for the benefit of the Government, to secure a refund of such tax (in which event the Government agrees to reimburse the Contractor for any and all reasonable expenses incurred at its direction.)

(e) Price Adjustment. If, after the contract date, (i) the Federal Government or any State or local government either imposes or increases (or removes an exemption with respect to) any direct tax or any tax directly applicable to the materials or components used in the manufacture or furnishing of the completed supplies or services covered by this contract, or (ii) the Federal Government or any State or local government refuses to accept the evidence of exemption, furnished under paragraph (d) hereof, with respect to any direct tax excluded from the contract price, or (iii) the Federal Government does not furnish a tax exemption certificate or other similar evidence of exemption with respect to any direct tax excluded from the contract price, and if under either (i), (ii), or (iii) the Contractor is obliged to and does pay or bear the burden of any such tax (and does not secure a refund thereof), the contract price shall be correspondingly increased, and if interest and penalties are incurred by reason of delay in payment of such tax on the instruction of the Contracting Officer, and such interest and penalties are legally imposed, the contract price shall be correspondingly increased. If, after the contract date, the Contractor is relieved in whole or in part from the payment or the burden of any direct tax included in the contract price, or any tax directly applicable to the materials or components used in the manufacture or furnishing of the completed supplies or services covered by this contract, the Contractor agrees promptly to notify the Contracting Officer of such relief, and the contract price shall be correspondingly decreased or the amount of such relief paid over to the Government. Invoices or vouchers covering any increase or decrease in contract price pursuant to the provisions of this paragraph shall state the amount thereof, as a separate added or deducted item, and shall identify the particular tax imposed, increased, eliminated, or decreased.

(f) Refund or Drawback. If any tax or duty has been included in the contract price as adjusted under paragraph (e) of this clause, and if the Contractor is entitled to a refund or drawback by reason of the export or re-export of supplies covered by this contract, or of materials or components used in the manufacture or furnishing of the completed supplies or services covered by this contract, the Contractor agrees that he will promptly notify the Contracting Officer thereof and that the amount of any such refund or drawback obtained will be paid over to the Government or credited against amounts due from the Government under this contract; provided, however, that the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

7. DEFAULT.—(a) The Government may, subject to the provisions of paragraph (b) below, by written Notice of Default to the Contractor terminate the whole or any part of this contract in any one of the following circumstances:

(i) if the Contractor fails to make delivery of the supplies or to perform services within the time specified herein or any extension thereof; or

(ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such a failure.

(b) The Contractor shall not be liable for any excess costs if any failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes include, but are not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of such causes unless the Contracting Officer shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(c) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services, provided that, the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. The Government shall pay to the Contractor the contract price for completed supplies delivered to and accepted by the Government, and the amount agreed upon by the Contractor and the Contracting Officer for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(e) If, after notice of termination of this contract under the provisions of paragraph (a) of this clause, it is determined that the failure to perform this contract is due to causes beyond the control and without the fault or negligence of the Contractor pursuant to the provisions of paragraph (b) of this clause, such Notice of Default shall be deemed to have been issued pursuant to the clause of this contract entitled "Termination for Convenience of the Government," and the rights and obligations of the parties hereto shall in such event be governed by such clause. (Except as otherwise provided in this contract, this paragraph (e) applies only if this contract is with a military department.)

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. **DISPUTES.**—Except as otherwise provided in this contract, any dispute 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 thirty (30) days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Secretary, and the decision of the Secretary or his duly authorized representative for the hearing of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence 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.

9. **CONVICT LABOR.**—In connection with the performance of work under this contract, the Contractor agrees not to employ any persons undergoing sentence of imprisonment at hard labor.

10. **EIGHT-HOUR LAW OF 1912.**—This contract to the extent that it is of a character specified in the Eight-Hour Law of 1912 as amended (40 U.S. Code 324-326) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S. Code 35-45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912 as amended, and to all other provisions and exceptions of said Law:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of the said work, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every such laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed upon the Contractor for each such laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause; and all penalties thus imposed shall be withheld for the use and benefit of the Government.

11. **NONDISCRIMINATION IN EMPLOYMENT.**—In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or National origin. The aforesaid provision shall include, but not be limited to, the following employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

12. **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.

13. **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 any amount payable hereunder, any commission, percentage, brokerage, or contingent fee.

14. **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT.** (a) The performance of work under this contract shall be terminated in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interests of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall (1) discontinue all work to the extent and on the dates specified in such Notice; (2) proceed promptly with the return to its plant of such of its Contractor personnel as may be covered by said Notice; and (3) transfer title and deliver to the Government, in the manner, and to the extent and at the times directed by the Contracting Officer, the completed and partially completed work, material, plans, drawings, data, information, reports, and other property produced as a part of, or acquired in connection with the performance of the work terminated in such Notice.

(c) Upon termination of work, as provided in this clause, the Contractor shall, in respect to such Contractor Personnel as may be covered by said Notice of Termination, be paid that part of the fixed price set forth in the Clause of this contract entitled "Consideration and Payment" which has accrued for services rendered hereunder up to the effective date of such Notice, and for time necessary for such Contractor Personnel to return to the plant of the Contractor after the effective date of said Notice and any other amounts properly owing to the Contractor under said "Consideration and Payment" clause which are theretofore unpaid. If, at the date of said Notice, certain costs have actually been incurred by the Contractor in connection with the contract preliminary to the departure of the Contractor Personnel covered by said Notice of Termination from the plant of the Contractor which are allocable to the entire period of performance contemplated hereunder, the Government will pay to the Contractor such sum as the Contracting Officer and the Contractor may agree is properly allocable to the terminated portion of the contract. Settlement under the provisions of this paragraph (c) shall be evidenced by a Supplemental Agreement to the contract. In the event of the failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amount so determined.

(d) Any dispute arising out of the termination of the contract under this clause shall be decided in accordance with the procedure prescribed in the "Disputes" clause hereof.

15. **SUBCONTRACTS FOR WORK OR SERVICES.**—No contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without the written approval of the Contracting Officer, but this provision will not be taken as requiring the approval of contracts of employment between the Contractor and personnel assigned for services thereunder.

~~16. **INSPECTION AND AUDIT.** (a) The Contractor agrees that its books and records and its plant, or such parts thereof as may be engaged in the performance of this contract shall at all reasonable times be subject to inspection and audit by any authorized representative of the department.~~

~~(b) The Contractor shall cause a like provision to be included in all subcontracts hereunder.~~

17. **EXAMINATION OF RECORDS.**—(The provisions of this clause shall be applicable only if this contract is a negotiated contract in excess of \$1,000.)—(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "Subcontract" as used in this clause excludes (i) purchase orders not exceeding \$1,000 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

~~(c) The provisions of paragraphs (a) and (b) above are in addition to any other provisions of this contract relating to access to, retention of, and inspection of records.~~

18. **GRATUITIES.**—(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative that gratuities (in the form of entertainment gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract; provided that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

19. **CONTRACTOR PERSONNEL.**—(a) Subject to the provisions of PART ~~II~~ ^I of the Schedule, the number of contractor personnel and the number of man-months specified in the Schedule may be exceeded with the prior written approval of the Contracting Officer, but only to the extent necessary to provide continuous service in the event that a transfer, reassignment, or other cause would result in an interruption of service.

(b) Contractor personnel will normally be assigned to major air command headquarters. Such personnel shall perform services at such places within the command as the Contracting Officer may direct.

(c) The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them informed of all improvements, changes and methods of operations.

(d) Contractor personnel, upon assignment, either within the continental limits of the United States or overseas, are subject to call 24 hours a day. Normally they will perform their assigned duties on the same daily and hourly basis as the personnel of the organization to which they are assigned. Holidays will be observed in accordance with the direction of the Commander of the air activity to which Contractor personnel are assigned. In the event that a Contractor employee is required to perform services hereunder on an observed holiday, reimbursement shall be made as provided in the Schedule.

(e) The Contractor shall be required to furnish a replacement for any Contractor personnel who may be returned to the Contractor's plant or become incapacitated or die or otherwise be unable to complete performance hereunder prior to the expiration of the period of performance, unless otherwise agreed upon by the parties hereto.

(f) The Contractor shall furnish all necessary equipment, salaries and wages of its personnel, all costs of subsistence and lodging, costs of passports, insurance, and any and all other costs in connection with the services to be rendered hereunder except as otherwise provided in the Clause hereof entitled "Services Furnished by the Government."

(g) The Contractor, promptly after receipt of official notice from the Contracting Officer that the services of Contractor personnel are required hereunder, shall furnish in writing to the Contracting Officer the name of each person assigned by the Contractor under this contract, his qualifications, his security clearance, and such other pertinent information as the Contracting Officer may request. The Contractor shall have the right to replace or transfer its personnel and to substitute other qualified personnel in lieu thereof; provided, however, that such transfers or reassignments will not be due cause for a break in services rendered and that such replacements or transfers have been coordinated with the Contracting Officer. Any transfers or reassignments for the convenience of the Contractor, including travel and training cost of replacement personnel, shall be at the Contractor's expense. Transfers and reassignments of personnel shall be construed as being for the convenience of the Contractor unless directed or approved by the Contracting Officer or his authorized representative. The selection of personnel by the Contractor shall be subject to approval of the Contracting Officer.

(h) The Contracting Officer may, if he finds it to be in the best interest of the Government, direct the Contractor to remove, and the Contractor shall remove, any employee from an assignment to perform services under this contract.

(i) The Contractor shall furnish to and file with the Contracting Officer such copies of the Employment Contracts, if any, entered into with Contractor personnel engaged in performing the services to be rendered under this contract, as may be required by the Contracting Officer.

(j) Personnel employed by the Contractor hereunder and sent overseas shall be accredited to the United States Air Force with a recognized status under the Hague Regulations and the Geneva Conventions, shall be given proper credentials and identification cards, shall wear a uniform when prescribed by the theater commander, shall be subject to appropriate recognition under the rules of war, and shall be subject to such regulations as have been or may hereafter be issued by the United States Air Force governing Contractor personnel serving with the United States Air Force in foreign theaters of operation.

(k) In accordance with the Uniform Code of Military Justice, Article 2, Contractor personnel serving with, employed by, or accompanying an armed force outside the continental limits of the United States and territories specified in Article 2(11) and 2(12) are subject to the Uniform Code of Military Justice.

20. PERIOD OF PERFORMANCE.—(a) The services shall be performed during the period set forth in PART III of the Schedule, but the time of starting and ending performance and the number of Contractor personnel furnished at any time shall be as directed by the Contracting Officer.

(b) It is understood that time necessary for Contractor personnel to proceed from the plant or plants of the Contractor to the site or sites for the performance of services hereunder shall be considered as time spent in the performance of services hereunder. It is also understood that time necessary for the transfer of Contractor personnel between different sites for the performance of services hereunder and time necessary for the return of such personnel to the plant of the Contractor shall be considered as time spent in the performance of services hereunder.

21. SERVICES FURNISHED BY THE GOVERNMENT.—In connection with services to be rendered hereunder, the Government shall furnish and supply to the Contractor the following facilities and services:

(a) Suitable transportation for Contractor personnel and their baggage and for any equipment to be furnished by the Contractor hereunder from the Contractor's plant to the site or sites of work, at any site of work while on official business, between sites of work, and return to the plant of the Contractor. In the event of failure by the Government to furnish suitable transportation, the Contractor shall furnish such transportation, and the Government will reimburse the Contractor for the actual and reasonable cost of such transportation, provided the same has been approved as provided in this paragraph. All travel of Contractor personnel will require prior approval from the Commander, Air Materiel Command, or the Commander of the major Air Command having operating responsibility in connection with this contract, except that prior approval of nonexpense travel in connection with the unit mission is not required.

(b) Use of Government communication facilities for the exchange of messages between Contractor personnel and the Contractor, where and when available if the Contractor is unable to procure commercial communication services; but the use thereof shall be subject to the regulations of the Representatives of the Government in charge thereof.

(c) Use of Government services and agencies in the transmittal of funds to Contractor personnel and as a medium of commercial exchange for said personnel when adequate commercial services and facilities are not available.

(d) Contractor personnel assigned to Air Force activities will be accorded the same privileges as commissioned officers with respect to commissary privileges, local transportation and messing, when available. Emergency medical facilities may be furnished as prescribed by applicable regulations.

22. **MILITARY SECURITY REQUIREMENTS.**—(a) The Contractor shall comply to the extent that this contract involves access to information classified "Confidential" including "Confidential—Modified Handling Authorized" or higher.

(b) The Government shall notify the Contractor of the security classification of this contract, and the elements thereof, and of any subsequent revisions in such security classification, by the use of a Security Requirements Check List (DD Forms 254 and 254-1).

(c) To the extent the Government has indicated as of the date of this contract or thereafter indicates security classification under this contract as provided in paragraph (b) above, the Contractor shall safeguard all classified elements of this contract and shall provide and maintain a system of security controls within its own organization in accordance with the requirements of:

(i) the Security Agreement (DD Form 441), including the Department of Defense Industrial Security Manual for Safeguarding Classified Information as in effect on date of this contract, and any modification to the Security Agreement for the purpose of adapting the Manual to the Contractor's business; and

(ii) any amendments to said Manual made after the date of this contract, notice of which has been furnished to the Contractor by the Security Office of the Military Department having security cognizance over the facility.

(d) Representatives of the Military Department having security cognizance over the facility and representatives of the Contracting Military Department shall have the right to inspect at reasonable intervals the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the Government, through these representatives, determine that the Contractor is not complying with the security requirements of this contract, the Contractor shall be informed in writing by the Security Office of the cognizant Military Department of the proper action to be taken in order to effect compliance with such requirements.

(e) If subsequent to the date of this contract, the security classifications or security requirements under this contract are changed by the Government as provided in this clause and the security costs under this contract are thereby increased or decreased, the contract price shall be subject to an equitable adjustment by reason of such increased or decreased costs. Any equitable adjustment shall be accomplished in the same manner as if such changes were directed under the "Changes" clause in this contract.

(f) The Contractor agrees to insert, in all subcontracts hereunder which involve access to classified information, provisions which shall conform substantially to the language of this clause, including this paragraph (f) but excluding the last sentence of paragraph (e) of this clause.

(g) The Contractor also agrees that it shall determine that any subcontractor proposed by it for the furnishing of supplies and services which will involve access to classified information in the Contractor's custody has been granted an appropriate facility security clearance, which is still in effect, prior to being accorded access to such classified information.

23. **GOVERNMENT-FURNISHED PROPERTY.**—(a) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished Property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government-furnished Property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-furnished Property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes." In the event the Government-furnished Property is received by the Contractor in a condition not suitable for the intended use the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property at the Government's expense or otherwise dispose of the property, or (ii) effect repairs or modifications. Upon the completion of (i) or (ii) above, the Contracting Officer upon written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by the rejection or disposition, or the repair or modification, in accordance with the procedures provided for in the clause of this contract entitled "Changes." The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of Government-furnished Property or delivery of such property in a condition not suitable for its intended use.

(b) By notice in writing the Contracting Officer may decrease the property furnished or to be furnished by the Government under this contract. In any such case, the Contracting Officer upon the written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provisions affected by the decrease, in accordance with the procedures provided for in the clause of this contract entitled "Changes."

(c) Title to the Government-furnished Property shall remain in the Government. Title to Government-furnished Property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government-furnished Property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty. The Contractor shall maintain adequate property control records of Government-furnished Property in accordance with the requirements of the "Manual for Control of Government Property in Possession of Contractors" (Appendix B, Armed Services Procurement Regulation) as in effect on the date of the contract, which Manual is hereby incorporated by reference and made a part of this contract.

(d) The Government-furnished Property shall, unless otherwise provided herein, be used only for the performance of this contract.

(e) The Contractor shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, repair, protection and preservation of Government-furnished Property, until disposed of by the Contractor in accordance with this clause. In the event that any damage occurs to Government-furnished Property the risk of which has been assumed by the Government under this contract, the Government shall replace such items

or the Contractor shall make such repair of the property as the Government directs, provided, however, that if the Contractor cannot effect such repair within the time required, the Contractor shall dispose of such property in the manner directed by the Contracting Officer. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which the Government is responsible, and an equitable adjustment will be made in the contract price for any such repair or replacement of Government-furnished Property made at the direction of the Government. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the Contractor at its own expense.

(f) (i) Except for loss, destruction or damage resulting from a failure of the Contractor due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel as defined herein, to maintain and administer the program for the maintenance, repair, protection and preservation of the Government-furnished Property, as required by paragraph (e) hereof, and except as specifically provided in this contract, the Contractor shall not be liable for loss or destruction of or damage to the Government-furnished Property (A) caused by any peril while the property is in transit off the Contractor's premises, or (B) caused by any of the following perils while the property is on the Contractor's or subcontractor's premises, or on any other premises where such property may properly be located, or by removal therefrom because of any of the following perils:

(I) Fire; lightning; windstorm, cyclone, tornado, hail; explosion; riot, riot attending a strike, civil commotion; vandalism and malicious mischief; sabotage; aircraft or objects falling therefrom; vehicles running on land or tracks, excluding vehicles owned or operated by the Contractor or any agent or employee of the Contractor; smoke; sprinkler leakage; earthquake or volcanic eruption; flood, meaning thereby rising of a body of water; hostile or warlike action, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority using military, naval, or air forces, or by an agent of any such government, power, authority, or forces; or

(II) Other peril, of a type not listed above, if such other peril is customarily covered by insurance (or by a reserve for self-insurance) in accordance with the normal practice of the Contractor, or the prevailing practice in the industry in which the Contractor is engaged with respect to similar property in the same general locale.

The perils as set forth in (A) and (B) above are hereinafter called "excepted perils."

This clause shall not be construed as relieving a subcontractor from liability for loss or destruction of or damage to the Government-furnished Property while in its possession or control, except to the extent that the subcontract, with the prior approval of the Contracting Officer, may provide for the relief of the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government-furnished Property in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of the prime contract.

The term "Contractor's managerial personnel" as used herein means the Contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of (I) all or substantially all of the Contractor's business; (II) all or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; (III) a separate and complete major industrial operation in connection with the performance of this contract.

(ii) The Contractor represents that it is not including in the price hereunder, and agrees that it will not hereafter include in any price to the Government, any charge or reserve for insurance (including self-insurance funds or reserve) covering loss or destruction of or damage to the Government-furnished Property caused by any excepted peril.

(iii) Upon the happening of loss or destruction of or damage to any Government-furnished Property caused by an excepted peril, the Contractor shall notify the Contracting Officer thereof, and shall communicate with the Loss and Salvage Organization, if any, now or hereafter designated by the Contracting Officer, and with the assistance of the Loss and Salvage Organization so designated (unless the Contracting Officer has directed that no such organization be employed), shall take all reasonable steps to protect the Government-furnished Property from further damage, separate the damaged and undamaged Government-furnished Property, put all the Government-furnished Property in the best possible order, and furnish to the Contracting Officer a statement of: (A) the lost, destroyed and damaged Government-furnished Property (B) the time and origin of the loss, destruction or damage, (C) all known interests in commingled property of which the Government-furnished Property is a part, and (D) the insurance, if any, covering any part of or interest in such commingled property. The Contractor shall be reimbursed for the expenditures made by it in performing its obligations under this subparagraph (iii) (including charges made to the Contractor by the Loss and Salvage Organization, except any of such charges the payment of which the Government has, at its option, assumed directly), to the extent approved by the Contracting Officer and set forth in a Supplemental Agreement.

(iv) With the approval of the Contracting Officer after loss or destruction of or damage to Government-furnished Property, and subject to such conditions and limitations as may be imposed by the Contracting Officer, the Contractor may, in order to minimize the loss to the Government or in order to permit resumption of business or the like, sell for the account of the Government any item of Government-furnished Property which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the Contractor, that separation is impracticable.

(v) Except to the extent of any loss or destruction of or damage to Government-furnished Property for which the Contractor is relieved of liability under the foregoing provisions of this clause, and except for reasonable wear and tear or depreciation, or the utilization of the Government-furnished Property in accordance with the provisions of this contract, the Government-furnished Property (other than property permitted to be sold) shall be returned to the Government in as good condition as when received by the Contractor in connection with this contract, or as repaired under paragraph (e) above.

(vi) In the event the Contractor is reimbursed or compensated for any loss or destruction of or damage to the Government-furnished Property, caused by an excepted peril, it shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the Contracting Officer, shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of process) to recover the amount of such loss or damage. In addition, where

a subcontractor has not been relieved from liability for any loss or destruction of Government-furnished Property. The Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the Government-furnished Property for the benefit of the Government.

(vii) [Where applicable] In the event any aircraft are to be furnished under this contract, any loss or destruction of, or damage to, such aircraft or other Government-furnished Property occurring in connection with operations of said aircraft will be governed by the clause of this contract captioned "Flight Risks," to the extent such clause is, by its terms, applicable.

(g) The Government shall at all reasonable times have access to the premises wherein any Government-furnished Property is located.

(h) Upon the completion of this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government-furnished Property not consumed in the performance of this contract (including any resulting scrap), or not theretofore delivered to the Government, and shall deliver or make such other disposal of such Government-furnished Property, as may be directed or authorized by the Contracting Officer. Recoverable scrap from Government-furnished Property shall be reported in accordance with a procedure and in such form as the Contracting Officer may direct. The net proceeds of any such disposal shall be credited to the contract price or shall be paid in such other manner as the Contracting Officer may direct.

(i) Directions of the Contracting Officer and communications of the Contractor issued pursuant to this Clause shall be in writing.

(j) Such equipment, services, and facilities as are to be furnished and paid for by the Contractor under the provisions of the clause hereof entitled "Contractor Personnel," if not commercially available to the Contractor after the Contractor has made every effort to procure the same, may be furnished by the Government. Such equipment, services, and facilities, when supplied by the Government for the Contractor personnel shall be approximately of the same standard as supplied to commissioned officers of the United States Air Force. In the event that such equipment, services, and facilities are supplied by the Government, an equitable adjustment of the fixed price to be paid to the Contractor hereunder shall be made by the Contracting Officer and the contract amended accordingly. Such equipment and facilities shall be considered Government-furnished Property and subject to the provisions of this clause.

24. COPYRIGHT

(a) The Contractor agrees to and does hereby grant to the Government, and to its officers, agents and employees acting within the scope of their official duties, (i) a royalty-free, nonexclusive and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, all copyrightable material first produced or composed and delivered to the Government under this contract by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and (ii) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Contractor in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent the Contractor now has, or prior to completion or final settlement of the contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(b) The Contractor agrees that it will exert all reasonable effort to advise the Contracting Officer, at the time of delivering any copyrightable or copyrighted work furnished under this contract, of any adversely-held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right or privacy therein contained.

(c) The Contractor agrees to report to the Contracting Officer promptly and in reasonable detail, any notice or claim of copyright infringement received by the Contractor with respect to any material delivered under this contract.

25. ALTERATIONS

(a) Clause 16 hereinabove is hereby deleted in its entirety and in lieu thereof substitute the following:

"16. INSPECTION AND AUDIT

(a) The Contractor agrees that its books and records and its plant, or such parts thereof as may be engaged in the performance of this

Contract shall at all reasonable times be subject to inspection and audit when and to the extent authorized by the Contracting Officer.

(b) The Contractor agrees to include in each of his subcontracts hereunder which is on a cost or a cost-plus-a-fixed fee or a price redetermination basis, or on a time-and-material or labor-hour basis, provision for such audit of such subcontracts by the Contractor and/or the Government. The Contractor shall conduct an audit of any such subcontract when requested to do so by the Contracting Officer.

(b) Clause 17 hereinabove is hereby deleted in its entirety and in lieu thereof substitute the following:

"17. EXAMINATION OF RECORDS

The Contractor agrees that the Contracting Officer or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract, including subcontracts hereunder."

(c) Clause 19 hereinabove is amended by deleting the words and figures "PART II" in the first line thereof, and substitute the words and figures, "PART I."

(d) Subparagraph (a) under Clause 21 hereinabove is hereby deleted in its entirety and in lieu thereof substitute the following:

"(a) Suitable transportation for Contractor personnel and their baggage and for any equipment to be furnished by the Contractor hereunder from the Contractor's plant to the site or sites of work, at any site of work while on official business, between sites of work, and return to the plant of the Contractor. In the event of failure by the Government to furnish suitable transportation at the time of orders, the Contractor shall furnish such transportation, and the Government will reimburse the Contractor for such transportation in accordance with the provisions of Part II of the Schedule."

SECRET

SAPC 20333

23 October 1957

Copy 4 of 10

The Huns-Woolbridge Corporation
Los Angeles 45, California

25X1A

Subject: Contract Nos. A-101, A-102, A-103 and -A-501.

Gentlemen:

Reference is made to your letter dated 17 October 1957, (CNCO Doc. No. 151X5.776) requesting approval of revised billing rates retroactive to January 1, 1957, subject to revision at the end of the fourth quarter if necessary, or as circumstances dictate.

The following rates are hereby approved:

Aeronautical and Electrical)
Research Laboratories)

25X1A


Computer Systems Division
Control Systems Division
Communications Division
Research Development
Pilot Line
General and Administrative*

G. M. R. D.

Electronic I instrumentation

Company General and Administrative
(Percentage of Total Cost of sales)

25X1A

*Includes Company General and
Administrative expenses of 

25X1A

The aforementioned rates are for billing purposes only and subject to further change.

Very truly yours,

25X1A

DOCUMENT NO. 45
NO CHANGE IN CLASS. X
 DECLASSIFIED
CLASS. CHANGED TO: TS S C
AUTH: HR 70-2
DATE: 14/28/11 REVIEWER: 010956

SECRET

8. - Proj. Finance
9. - Proj. Finance
10. - Proj. Finance

11. - NI
12. - A-101 Approvals w/SAPC 20512
13. - A-102 (ANI)
14. - A-103 (ANI)
15. - A-501 (ANI) cont. see

6. - Proj. Finance
7. - Proj. Chrono

1. - Distribution (2-3/57)

SECRET

SAPC 18309

Copy 2 of 3

16 August 1957

MEMORANDUM FOR : Project Comptroller

25X1A SUBJECT : Overhead rates for use on Contract A-103
[REDACTED]

1. Reference is made to letter dated 29 July 1957 to the Contractor setting forth new rates for payment purposes for the period 1 January 1957 through 30 June 1957 on Contract A-101.

2. By the aforementioned the following rates were established:

25X1A Communications Division
Research Development
General and Administrative* [REDACTED]

25X1A * includes Company General and Administrative expense of [REDACTED]

25X1A 3. On Contract A-103 the Contractor has been authorized
25X1A to bill at [REDACTED] of the plant Research Development rate to cover
25X1A indirect expenses for billing purposes. Accordingly in this
25X1A case the rate would be [REDACTED]
25X1A A G and A rate of [REDACTED] has been approved for billing purposes on
25X1A Contract A-101 for the period 1 January 1957 through 30 June 1957
and is also applicable to this contract.

[REDACTED]

Contracting Officer

25X1A

PCS/DCI [REDACTED] (8/16/57)

Distribution:

- Orig. - Project Comptroller
- 2. - [REDACTED] A-103
- 3. - Project Chrono (RI)

25X1A

DOCUMENT NO. 46
 NO CHANGE IN CLASS.
 IT DECLASSIFIED
 CLASS. CHANGED TO: TS S C
 NEXT REVIEW DATE: 2011
 AUTH: HR 70-2
 DATE: 14/24/11 REVIEWER: 010956

SECRET

SECRET

DOCUMENT NO. 47
NO CHANGE IN CLASS.
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CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE: _____
AUTH: HR 70-2
DATE: 14/2/91 REVIEWER: 010956

SAPC-17238
Cy 125

Letter Contract No. A-103
Amendment No. 2

The Ramo-Wooldridge Corporation
Los Angeles 45, California

11 JUL 1957

Gentlemen:

1. Reference is made to Contract No. A-103 between the parties hereto which covers the period 1 July 1956 through 30 June 1957.
2. Pursuant to the provisions of paragraph 7, the Government hereby elects to extend this contract for the period 1 July 1957 through 30 June 1958.
3. In view of the foregoing the contract is hereby amended as follows:
 - a. Paragraph 4, as amended, is deleted in its entirety and the following substituted in lieu thereof:

"4. There has been allotted for this contract the total amount of [redacted] for the period 1 July 1956 through 30 June 1957 and [redacted] for the period 1 July 1957 through 30 June 1958."
 - b. Change the amount in Paragraph 8 of the Letter Contract from [redacted]
4. This renewal and the amount of [redacted] is subject to the availability of funds for the purpose of this contract in the Government's Fiscal Year 1958.
5. All other terms and conditions of Letter Contract No. A-103, as amended, remain unchanged.
6. Please indicate your receipt of this Letter Amendment No. 2 to the contract and your acceptance thereof by executing the original and two copies of this Amendment. Return the original and one copy thereof to the undersigned and retain the remaining copy for your files.

25X1A
25X1A

25X1A
25X1A

25X1A

Orig - Contract A-103
2 - Contract
3 - Finance
4 - Admin
5 - Chrono

Very truly yours,
THE UNITED STATES GOVERNMENT

25X1A

ACKNOWLEDGED AND ACCEPTED
THE RAMO-WOOLDRIDGE CORPORATION

[Redacted Signature]

By: [Redacted]

Title: Approved For Release 2002/01/03 : CIA-RDP81B00878R000800020015-1

Date: 7 Aug. 1957

25X1A

DOCUMENT NO. 44
NO CHANGE IN CLASS A
EI DECLASSIFIED
CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE:
AUTH: HR 70-2
DATE 14/10/81 REVIEWER: 010956

SAPP-16818
Cy 1 of 4

Letter Contract No. A-103
Amendment No. 1

The Ramo-Wooldridge Corporation
Los Angeles 45, California

25 JUN 1957

Gentlemen:

1. Please refer to Letter Contract No. A-103 between the United States Government and the Ramo-Wooldridge Corporation, dated 25 September 1956.

2. Delete paragraph 4 of Letter Contract No. A-103 in its entirety and substitute the following therefor:

"4. You are not authorized to expend or obligate in furtherance of your performance hereunder more than [redacted] for the period 1 July 1956 to 30 June 1957 inclusive".

25X1A

3. In paragraph 8 of Letter Contract, delete the amount of [redacted] and substitute therefor the amount of [redacted]

25X1A

25X1A

4. All other terms and conditions of Letter Contract No. A-103 remain unchanged.

5. Please indicate your receipt of this Amendment No. 1 to the Letter Contract and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy thereof to the undersigned and retain the remaining copy for your files.

Very truly yours,
THE UNITED STATES OF AMERICA

25X1A

[redacted]
Contracting Officer

ACKNOWLEDGED AND ACCEPTED
THIS 28 DAY OF June, 1957.
THE RAMO-WOOLDRIDGE CORPORATION

25X1A

By [redacted]
Title President

orig - 6-A-103
2 - Contractor
3 - Finance
4 - Chrono

25X1A

SAP 0-10780
194

Contract No. A-103
25 September 1956

The Ramo-Wooldridge Corporation
Los Angeles 45, California

Gentlemen:

1. An order is hereby placed with you, effective 1 July 1956, to furnish to the Government through 30 June 1957, pursuant to instructions of the Contracting Officer hereunder, the services of qualified engineers, technicians and other personnel to perform for the Government certain duties for which such engineers, technicians and other required personnel have been specifically selected and/or recruited and trained under an existing contract between the Government and the Contractor. Such services shall be made available to the Government and shall be performed by such personnel at a place, or places, designated by the Government, outside the continental limits of the United States. The services to be performed hereunder by the Contractor and by the Contractor's personnel contracted for hereunder, the conditions under which such services are to be performed, the number and types of personnel to be furnished by the Contractor hereunder, the basic rates of pay and related incentive provisions applicable to performance of such services by the Contractor's personnel, and the nature of other direct costs, and the provisions for indirect costs, are hereby agreed to be those (i) made known to the Contractor's representatives by representatives of the Government and agreements between the parties hereto with respect to requirements of the Government for such services and (ii) made known to the Government by the Contractor with respect to "Overseas Operations" and "Overseas Field Service" and recorded in correspondence from the Contractor bearing CMCC Document No's. 1131X5.34, 1131X5.35, 1132X5.35, 1132X5.36, 1132X5.37, 1132X5.33, 1132X5.38, 1131X5.40, 1131X5.41, 1132X5.34, and 1131X5.36. Such documents are incorporated herein by reference.

Filed in proposal this folder

2. Except as otherwise expressly provided to the contrary herein you are directed, upon your acceptance of this order, to proceed immediately to do all things necessary to expeditiously and promptly make available to the Government, at the time and place, or places, designated, the services of the qualified engineers, technicians and other personnel contracted for hereunder in accordance with the provisions of this letter contract.

3. By your acceptance hereof, you undertake without delay to proceed to negotiate a definitive contract with the Government in accordance with the discussions which have heretofore taken place, the terms and conditions

49
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IT DATE
CLASS. CHANGED BY TO S C
NEXT REVIEW DATE
AUTH: HR 70-2

- 2 -

of which may or may not be at variance with the provisions of this letter contract. It is expected that we can reach agreement on such a definitive contract by approximately 15 November 1956. The failure of either party to do so by that date will not in any way affect performance hereunder.

25X1A

4. Pending execution of the definitive contract contemplated hereunder, you are not authorized to expend or obligate in furtherance of your performance of this letter contract more than [REDACTED]. The Contractor shall be reimbursed, upon submission of invoices, actual costs incurred and profit in accordance with agreements referred to in part (ii) of paragraph 1, above, and the provisions of paragraph 8, below.

5. The definitive contract contemplated hereunder is a Government fiscal year term contract providing for man-month rates for services rendered hereunder, such man-month rates to be provisional subject to retroactive revision to fixed man-month rates which will reflect any periodic overhead adjustments contemplated in the third paragraph of letter CMCC Document No. 1131X5.40. The man-month rates will include the direct cost of salaries, applicable indirect cost and profit or free. In addition, provision will be made for direct reimbursement of other necessary costs including incentive provisions, travel, etc.

6. Pending the execution of a definitive contract, any termination by the Government will be governed by the standard termination provisions of the Armed Services Procurement Regulations, as modified by security requirements and particular circumstances of this order.

7. The Government shall have the option of renewing this Letter Contract, or subsequent definitive contract, for the period 1 July 1957 to 30 June 1958, subject to the availability of funds for this purpose in Fiscal Year 1958.

25X1A

8. Progress payments will be made as the services are rendered upon the presentation of invoices showing the costs incurred and chargeable to this Letter Contract. Such invoices shall not be presented more frequently than once each month, unless more frequent presentation is approved by the Contracting Officer. Such progress payments shall be made to the extent of ninety (90) percent of the amount of such invoices. The aggregate amount of progress payments made to you hereunder shall not exceed [REDACTED]. If the Government shall make any progress payments to you hereunder, the title to all materials, parts, assemblies, subassemblies, supplies, equipment, and all other property, theretofore or thereafter, purchased, constructed, or otherwise acquired by you for the performance of the Letter Contract, shall automatically pass to and vest in the Government. Such passage and vesting of title shall neither impair any rights of the Government hereunder, nor relieve you of any of your obligations nor deprive you of any of your rights hereunder.

- 3 -

9. It is contemplated that this order will be governed by standard clauses utilized in other contracts between your company and the Government. Public policy provisions required by law, regulation, or executive order will similarly apply. Exceptions thereto, to the extent required by the security considerations of the work being performed hereunder and the program to which it relates, may be made, as necessary.

10. The Contractor shall not reveal (1) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the existence of this contract or the department of the Government sponsoring this contract and the work thereunder to any person or to any department of the Government without the express consent of the Contracting Officer hereunder or his duly authorized representative for security matters.

11. Title to all Government furnished property shall remain in the Government and shall be so identified while in the possession of the Contractor, as directed by the Contracting Officer.

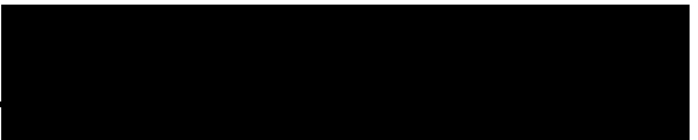
12. You will report to the Government at periodic intervals as to the progress being made hereunder.

13. Upon signature by you and return of the original and one copy of this letter, it will constitute a contract on the terms set forth herein. Only one copy will be retained in your files under such security conditions as the Government may impose. Copies will not be made without the Government's permission.

THE UNITED STATES OF AMERICA

25X1A

By



Contracting Officer

ACCEPTED FOR:

25X1A

THE RAMO-WOOLDRIDGE CORPORATION

By



Title President

SECRET

DFD-7079-60
21 September 1960

MEMORANDUM FOR THE RECORD

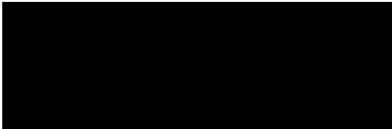
SUBJECT: Concurrence in Amendment No. 10 to Contract No. A-103
with Thompson Ramo Wooldridge Inc., Project CHALICE

1. This memorandum contains a recommendation submitted for concurrence of the undersigned. Such recommendation is contained in Paragraph 5.

2. Contract No. A-103 provides for the services of engineers and technicians trained by Thompson Ramo Wooldridge Inc., in the operation, evaluation and maintenance of electronic systems procured under Contract No. A-101 at places outside the continental limits of the United States for Project CHALICE. Amendment No. 10 to the contract has been drawn to reflect Contractor's estimated funding requirements for Fiscal Years 1960 and 1961.

3. Funding under the contract has been adjusted as follows:

25X1A

<u>Period</u>	<u>Fiscal Year</u>	<u>Adjustment</u>
1 July 1959 - 30 June 1960	1960 CHALICE	
1 July 1960 - 1 Aug. 1960	1961 CHALICE	
	Net Decrease	

By concurrence to this memorandum the Comptroller signifies that funds have been adjusted as set forth above.

4. 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 dtd 7/7/58) for each contract.

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NEXT REVIEW DATE:
AUTH: HR 70-2

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5. Concurrence in Amendment No. 10 to Contract No. A-103 is recommended.

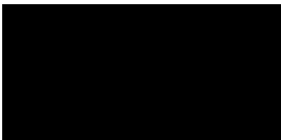
25X1A



Contracting Officer, DPD

CONCURRENCES:

25X1A

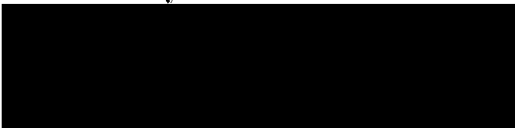


Controller, DPD

DATE

9/26/60

25X1A

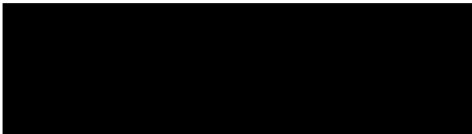


Chief, Admin. Branch, DPD

DATE

9/26/60

25X1A



Office of General Counsel

DATE

9/27/60

25X1A

DDP-DPD-CB [Redacted] (21-9-60)

Distribution:

- Orig - CB/DPD A-103
- 1 - FIN/DPD
- 1 - ADMIN/PERS/DPD
- 1 - RI/DPD Chrono

SECRET

SECRET

DPD-4625-60
2 August 1960

MEMORANDUM FOR THE RECORD

SUBJECT: Concurrence in Amendment No. 9 to Contract No. A-103 with
Thompson Ramo Wooldridge Inc., Project CHALICE

1. This memorandum contains a recommendation submitted for concurrence of the undersigned. Such recommendation is contained in Paragraph 5.

2. Contract No. A-103 provides for the services of engineers and technicians trained by Thompson Ramo Wooldridge Inc., in the operation, evaluation and maintenance of electronic systems procured under Contract No. A-101 at places outside the continental limits of the United States for Project CHALICE. Amendment No. 9 has been drawn to extend the period of performance under the contract through 31 August 1960; provide additional funding for the extended period; and to incorporate new man-month and man-day rates for the extended period.

25X1A

3. Fiscal Year 1961 CHALICE funds, in the amount of [REDACTED] should be obligated to cover this requirement. This amount represents approximately one months' funding. By concurrence to this memorandum the Comptroller signifies that the obligation from FY-1961 CHALICE funds has been recorded as set forth above.

4. 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 dtd 7/7/58) for each contract.

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NEXT REVIEW DATE: _____
AUTH: HR 70-2
DATE: 11/2/81 REVIEWED: 010956

SECRET

5. Concurrence in Amendment No. 9 to Contract No. A-103 is recommended.

[Redacted]

25X1A

(Contracting Officer, DPD)

CONCURRENCES:

25X1A

[Redacted]

6/8/60

Controller, DPD

DATE

25X1A

[Redacted]

8 VII 60

Chief, Admin. Branch, DPD

DATE

25X1A

[Redacted]

6/9

Office of General Counsel

DATE

25X1A

DDP-DPD-CB [Redacted] (7-6-60)

Distribution:

- Orig - CB/DPD A-103
- 1 - FIN/DPD
- 1 - ADMIN/PERS DPD
- 1 - RI/DPD Chrono

SECRET

SECRET

DPD-4625-60
7 June 1960

MEMORANDUM FOR THE RECORD

SUBJECT: Concurrence in Amendment No. 9 to Contract No. A-103 with Thompson Ramo Wooldridge Inc., Project CHALICE

1. This memorandum contains a recommendation submitted for concurrence of the undersigned. Such recommendation is contained in Paragraph 5.

2. Contract No. A-103 provides for the services of engineers and technicians trained by Thompson Ramo Wooldridge Inc., in the operation, evaluation and maintenance of electronic systems procured under Contract No. A-101 at places outside the continental limits of the United States for Project CHALICE. Amendment No. 9 has been drawn to extend the period of performance under the contract through 30 June 1961 and to provide funding for the extended period.

3. Fiscal year 1961 CHALICE funds, when available, in the amount of [REDACTED] should be obligated to cover this requirement. This amount represents approximately half the required obligation for FY-1961. By concurrence to this memorandum the Comptroller signifies that the obligation from FY-1961 CHALICE funds has been noted and will be recorded when funds become available.

4. 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 dtd 7/7/58) for each contract.

SECRET

SECRET

DPD-0879-60
29 January 1960

MEMORANDUM FOR THE RECORD

25X1A

SUBJECT: Concurrence in Amendment No. 8 to Contract No. A-103 with
Thompson Ramo Wooldridge Inc., Los Angeles, California,
[REDACTED] Project CHALICE

1. This memorandum contains a recommendation submitted for concurrence of the undersigned. Such recommendation is contained in Paragraph 5.

2. Contract No. A-103 provides for the services of engineers and technicians trained by Thompson Ramo Wooldridge Inc., in the operation, evaluation and maintenance of electronic systems procured under Contract No. A-101 at places outside the continental limits of the United States for Project CHALICE. Amendment No. 8 has been drawn to incorporate fixed man-month rates for the period 1 July 1959 through 30 June 1960. Such rates have been reviewed by the Auditor and found to be reasonable.

25X1A

3. Amendment No. 8 also obligates an additional [REDACTED] of FY 1960 CHALICE funding to complete contract funding for the period 1 July 1959 - 30 June 1960. Authority for this obligation is contained in Memorandum DD/P 4-9986 dated 22 December 1959. By concurrence to this memorandum the Comptroller signifies that sufficient funds are available for this additional obligation.

4. 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 with 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 dtd 7/7/58) for each contract.

25X1A

5. Concurrence in Amendment No. 8 to Contract No. A-103 is recommended.

25X1A

CONCURRENCES:

[REDACTED]
Contracting Officer, DPD

25X1A

[REDACTED]
Comptroller, DPD

DATE

DOCUMENT NO. 52
NO CHANGE IN CLASS. 7
DECLASSIFIED
CLASS. CHANGED TO: TS S C
NEW DATE: 2011
20015-1
REVIEWER: 010956

DPD-8410-59
9 December 1959

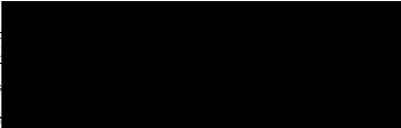
AMENDED PAYMENT PLAN FOR THOMPSON RAMO WOOLDRIDGE INC.

25X1A
25X1A
25X1A

All payments to Thompson Ramo Wooldridge Inc., pursuant to Contracts Nos. A-101, A-102, A-103, [redacted]-A-501, [redacted]-A-104 and [redacted]-CT-699, including interim and final payments for work and services performed for which vouchers have been submitted, will be accomplished as follows:

1. Interim and final vouchers submitted by Thompson Ramo Wooldridge Inc., will be certified for payment by the Comptroller.
2. Interim and final vouchers submitted by Thompson Ramo Wooldridge Inc., will be approved by the Contracting Officer.
3. U. S. Treasury checks will be drawn in the amounts of authorized payment by the on site Representative of the Chief Disbursing Officer, payable to Thompson Ramo Wooldridge Inc., and mailed with a sterile form showing the appropriate contract number and invoice (voucher) number(s) for which the check is in payment.
4. Checks will be transmitted to Thompson Ramo Wooldridge In double envelopes. The outer envelope will be addressed to:

25X1A



25X1A

The return address will read:

25X1A



The inner envelope will be marked: "To be opened by [redacted] only."

25X1A

CONCURRENCES:

[redacted] 9-12-59
(Date)
Contracting Officer, DPD

25X1A

[redacted] 9 Dec 59
(Date)
Security Officer, DPD

25X1A

[redacted] 10 Dec 59
(Date)
Comptroller, DPD

25X1A

DPD-DD/ [redacted] mw
Distribution:

- Orig - Contract A-101
- 2 - Contract A-102
- 3 - Contract A-103
- 4 - Contract [redacted]-A-501
- 5 - Contract [redacted]-A-104
- 6 - Contract [redacted]-CT-699
- 7 - 12 - Finance, DPD
- 13 - Security DPD
- 14 - Chrono

25X1A

25X1A

DOCUMENT NO. 53
NO CHANGE IN CLASS.
 DECLASSIFIED
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: 10/11
AUTH: HR 70-2
DATE: 14/24/1 REVIEWED: 010055

SECRET

DPD-4982-59
22 July 1959

MEMORANDUM FOR THE RECORD

SUBJECT: Concurrence in Amendment No. 7 to Contract No. A-103 with
Thompson Ramo Wooldridge Inc., Los Angeles, California,
[REDACTED] Project CHALICE

25X1A

1. This memorandum contains a recommendation submitted for concurrence of the undersigned. Such recommendation is contained in Paragraph 4.

2. Contract No. A-103 provides for the services of engineers and technicians trained by Thompson Ramo Wooldridge Inc., in the operation, evaluation and maintenance of electronic systems procured under Contract No. A-101 at places outside the continental limits of the United States for Project CHALICE.

3. Amendment No. 7 to the Contract has been drawn to fix the rates for the period 1 July 1958 - 30 June 1959 which heretofore have appeared as provisional. These rates have been reviewed by the Audit Liaison Officer. No additional funding is required by this amendment.

4. Concurrence in Amendment No. 7 to Contract No. A-103 is recommended.

25X1A

[REDACTED]
Contracting Officer, DPD

CONCURRENCES:

25X1A

[REDACTED]

Chief, Admin. Branch, DPD

25X1A

[REDACTED]

Office of General Counsel

DOCUMENT NO. 54
NO CHANGE IN CLASS. X
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: 2011
AUTH: HR 70-2
DATE: 14/1/11 REVIEWER: 010956

SECRET

SECRET

DPD-4267-59
23 June 1959

MEMORANDUM FOR THE RECORD

SUBJECT: Concurrence in Amendment No. 6 to Contract No. A-103 with Thompson Ramo Wooldridge Inc., Los Angeles, California, [redacted] Project CHALICE

25X1A

1. This memorandum contains a recommendation submitted for concurrence of the undersigned. Such recommendation is contained in Paragraph 5.

2. Contract No. A-103 provides for the services of engineers and technicians trained by Thompson Ramo Wooldridge Inc., in the operation, evaluation and maintenance of electronic systems procured under Contract No. A-101 at places outside the continental limits of the United States for Project CHALICE. Amendment No. 6 has been drawn to extend the period of performance through 30 June 1960 and to provide additional CHALICE funds for the period 1 July 1959 - 31 December 1959.

25X1A

3. Fiscal Year 1960 CHALICE funds, when available, in the amount of [redacted] should be obligated to cover the contract for the period 1 July 1959 through 31 December 1959. By concurrence to this memorandum the Comptroller signifies that the obligation from CHALICE funds has been noted and will be recorded when funds for FY 1960 become available.

4. 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 8(b) 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 dtd 7/7/58) for each contract.

25X1A

5. Concurrence in Amendment No. 6 to Contract No. A-103 is recommended.

25X1A

CONCURRENCES:

25X1A

[redacted] *6/25/59*
[redacted] Comptroller, DPD

25X1A

[redacted]

[redacted]
Contracting Officer, DPD

DOCUMENT NO. *55*
NO CHANGE IN CLASS. *X*
IF DECLASSIFIED
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: *2011*
AU [redacted]
DA [redacted]

JAMES A. CUNNINGHAM, JR.
Chief, Admin. Branch, DPD

Office of General Counsel

SECRET

SECRET

DPD-0540-59
Copy 1 of 4
3 April 1959

MEMORANDUM FOR THE RECORD

SUBJECT: Concurrence in Amendment No. 5 to Contract No. A-103 with Thompson Ramo Wooldridge Inc., Los Angeles, California, [REDACTED], Project CHALICE

25X1A

1. This memorandum contains a recommendation submitted for concurrence of the personnel listed below. Such recommendation is contained in Paragraph 5.

2. Contract No. A-103 provides for the services of engineers and technicians trained by Thompson Ramo Wooldridge Inc., in the operation, evaluation and maintenance of electronic systems procured under Contract No. A-101 at places outside the continental limits of the United States for Project CHALICE. The Contract covers the period from 1 July 1956 through 30 June 1959.

25X1A

3. Amendment No. 5 to the contract had previously been written to obligate an additional [REDACTED] of FY 1959 CHALICE funds. However, upon review by the Contractor, it was decided that no additional funding would be required for the period 1 January 1959 through 30 June 1959. Therefore, Amendment No. 5 has been rewritten to provide only provisional billing rates for the period 1 July 1958 through 30 June 1959.

4. No additional funds are obligated by this Amendment.

5. Concurrence in Amendment No. 5 to Contract No. A-103 is recommended.

25X1A

CONCURRENCES:

[REDACTED]

Contracting Officer

6 April 59
Controller, DPD

25X1A

25X1A

[REDACTED]

Office of General Counsel

DOCUMENT NO. *561*
NO CHANGE IN CLASS.
DECLASSIFIED
CLASS. CHANGED FOR TS S C *2011*
NEXT REVIEW DATE:
AUTH: HR 702
DATE: *14/28/1* REVIEWER: 010956

SECRET

DPD-2332-59
Copy 3 of 14
7 April 1959

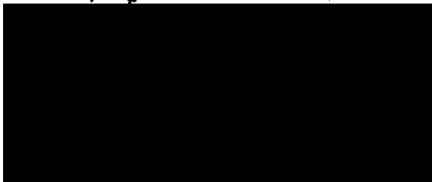
25X1A
25X1A
25X1A

AMENDED PAYMENT PLAN FOR THOMPSON RAMO WOOLDRIDGE INC.

All payments to Thompson Ramo Wooldridge Inc., pursuant to Contracts Nos. A-101, A-102, A-103, [redacted] A-501, [redacted] A-104 and [redacted] CT-699, including interim and final payments for work and services performed for which vouchers have been submitted, will be accomplished as follows:

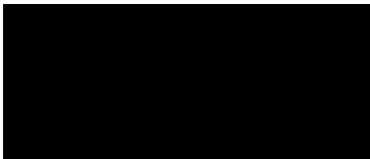
1. Interim and final vouchers submitted by Thompson Ramo Wooldridge Inc., will be certified for payment by the Comptroller.
2. Interim and final vouchers submitted by Thompson Ramo Wooldridge Inc., will be approved by the Contracting Officer.
3. U. S. Treasury checks will be drawn in the amounts of authorized payment by the on site Representative of the Chief Disbursing Officer, payable to Thompson Ramo Wooldridge Inc., and mailed with a sterile form showing the appropriate contract number and invoice (voucher) number(s) for which the check is in payment.
4. Checks will be transmitted to Thompson Ramo Wooldridge in double envelopes. The outer envelope will be addressed to:

25X1A



The return address will read:

25X1A



The inner envelope will be marked: "To be opened by [redacted] only."

25X1A
25X1A

25X1A

CONCURRENCES:

25X1A

[redacted]
Contracting Officer, DPD

SIGNED

DOCUMENT NO. 57
NO CHANGE IN CLASS. X
 DECLASSIFIED
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: 12/11
AUTH: HR 70-2
DATE: 11/2/81 REVIEWER: 010956

DPD-DD [redacted] lmw
Distribution:

- Orig - A-101
- 2 - A-102
- 3 - A-103
- 4 - [redacted] A-501
- 5 - [redacted] A-104
- 6 - [redacted] CT-699
- 7 - 12 - Finance
- 13 - Security
- 14 - Chrono, RI

25X1A

[redacted]
Security Officer, DPD

SIGNED

25X1A

[redacted]
Comptroller, DPD

SIGNED

SECRET

DPS-6171
Copy 3 of 12
10 December 1958

MEMORANDUM FOR THE RECORD

SUBJECT: Novation and Change of Name of The Ramo-Wooldridge Corporation,
Los Angeles, California

1. This memorandum contains a recommendation submitted for approval of the Special Assistant to the Director for Planning and Development. Such recommendation is contained in Paragraph 5.

2. The Agency under Project CHALICE holds the following uncompleted contracts with The Ramo-Wooldridge Corporation, Los Angeles, California, for the research and development and production of electronic systems and related equipment, spares, and services of technicians: Contracts Nos. A-101, A-102, A-103, [REDACTED] A-104, [REDACTED] A-501 and [REDACTED] CT-699.

3. By letter dated 24 September 1958, CMCC Doc. No. 151X5.1237, the Contractor advised of plans for a merger of The Ramo-Wooldridge Corporation and Thompson Products, Inc., into a new company to be known as the Thompson Ramo Wooldridge Corporation. Contractor's letter dated 26 November 1958, CMCC Doc. No. 151X5.1297 forwarded the documents required by the provisions of ASPR Section 16-505.2(c). The rights and obligations of the Government and of the Contractor are unaffected by this change.

4. The attached agreement has been drawn to accomplish the novation and change of corporate name under Contracts No.s A-101, A-102, A-103, [REDACTED] A-104, [REDACTED] A-501 and [REDACTED] CT-699.

5. Concurrence in the agreement and execution thereof on behalf of the Agency by the authorized Contracting Officer is recommended.

CONCURRENCES:

[REDACTED]
Contracting Officer

25X1A

25X1A

[REDACTED]
Director of D and P, DPS

25X1A

[REDACTED] 12/14/58
Comptroller, DPS

25X1A

[REDACTED]
Office of General Counsel

DOCUMENT NO. 58
NO CHANGE IN CLASS.
 DECLASSIFIED
CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE: _____
AUTH: HR 70.2
DATE: 14/2/77 REVIEWER: 010958

Approval Requested in
Paragraph 5, granted.

25X1A

SECRET
[REDACTED]
RICHARD M. BISSELL, JR
Special Assistant to the Director
for Planning and Development

SECRET

SECRET

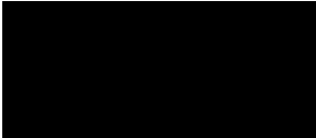
DPS-6457
Copy 3 of 14
30 December 1958

AMENDED PAYMENT PLAN FOR THOMPSON RAMO WOOLDRIDGE INC.

All payments to Thompson Ramo Wooldridge Inc., pursuant to Contract Nos. A-101, A-102, A-103, [redacted]-A-501, [redacted]-A-104 and [redacted]-CT-699, including interim and final payments for work and services performed for which vouchers have been submitted, will be accomplished as follows:

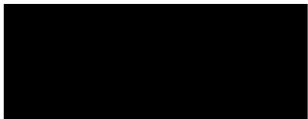
1. Interim and final vouchers submitted by Thompson Ramo Wooldridge Inc. will be certified for payment by the Comptroller.
2. Interim and final vouchers submitted by Thompson Ramo Wooldridge Inc. will be approved by the Contracting Officer.
3. U. S. Treasury checks will be drawn in the amounts of authorized payment by the on site Representative of the Chief Disbursing Officer, payable to Thompson Ramo Wooldridge Inc. and mailed with a sterile form showing the appropriate contract number and invoice (voucher) number(s) for which the check is in payment.
4. Checks will be transmitted to Thompson Ramo Wooldridge in double envelopes. The outer envelope will be addressed to:

25X1A



The return address will read:

25X1A



25X1A

25X1A

The inner envelope will be marked: "To be opened by [redacted] only."

CONCURRENCES:

25X1A

SIGNED



25X1A

Contracting Officer, DPS



Security Officer, DPS

25X1A



Comptroller, DPS

25X1A

DPS/DCI [redacted] :lnw

Distribution:

- Orig - A-101
- 2 - A-102
- 7 3 - A-103
- 4 - [redacted]-A-501
- 5 - [redacted]-A-104
- 6 - [redacted]-CT-699
- 7 - 12 - Finance
- 13 - Security
- 14 - Chrono, RI

25X1A

25X1A

DOCUMENT NO. 59
 NO CHANGE IN CLASS.
 DECLASSIFIED
 CLASS. CHANGED TO: TS S C 2011
 NEXT REVIEW DATE: _____
 AUTH: HR 70-2
 DATE: 12/28/81 REVIEWER: 010956

SECRET

SECRET

DPS-5155
Copy 1 of 3
23 October 1958

25X1A

MEMORANDUM FOR THE RECORD

SUBJECT: Concurrence in Amendment No. 4 to Contract No. A-103
with The Ramo-Wooldridge Corporation, [REDACTED]
Project CHALICE

1. This memorandum contains a recommendation submitted for approval of the Special Assistant to the Director for Planning and Development. Such recommendation is set forth in paragraph 5.

2. Contract No. A-103 provides for the services of engineers and technicians trained by the Ramo-Wooldridge Corporation in the operation, evaluation and maintenance of Systems No.s 1, 2, 3, 4, and 5, at places outside the continental limits of the United States. The Contract covers the period from 1 July 1956 through 30 June 1959.

3. Amendment No. 4 provides for three (3) calendar weeks leave in the United States for each 12 months overseas for each contract technical services employee and leave at the rate of 1.75 days for each full month of service for periods of less than twelve months or a few months extension of the aforementioned period. It had been previously agreed that the man-month rates and vacation benefits were to be reduced if the Project had moved out of "hardship" areas and the definitive contract was written to provide for vacation leave accrued at the rate of two weeks per year after 1 July 1957. Since the move was not possible, the contract has been amended to continue the original benefits outlined in the agreement of employment.

4. No additional funding is obligated by this Amendment.

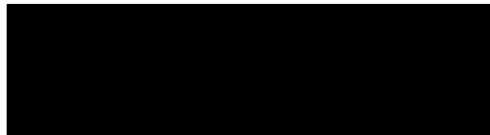
SECRET

DOCUMENT NO. 60
NO CHANGE IN CLASS. X
IS DECLASSIFIED
CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE:
AUTH: NH 70-2
DATE: 14/12/81

SECRET

5. Approval of Amendment No. 4 to Contract No. A-103 and execution thereof on behalf of the Agency by the authorized Contracting Officer is recommended.

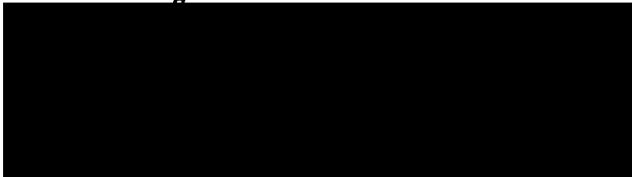
25X1A



25X1A

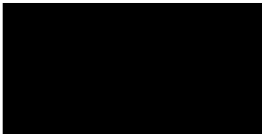
Contracting Officer

CONCURRENCES:



Director of D and P, DPS

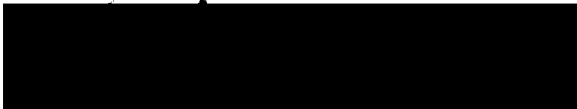
25X1A



10/24/58

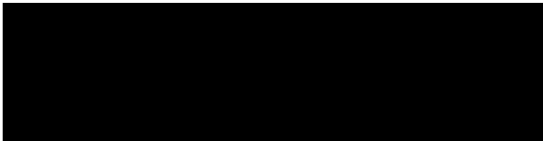
Comptroller, DPS

25X1A



25X1A

JAMES A. CUNNINGHAM, JR.
Director of Admin., DPS



Office of General Counsel

Approval requested in paragraph 5, granted.

25X1A



RICHARD M. BISSELL, JR
Special Assistant to the Director for Planning and Development

SECRET

SECRET

DPS-4070
Copy 1 of 3
17 September 1958

MEMORANDUM FOR THE RECORD

SUBJECT: Supplement to Memorandum for the Record, DPS-1453, dated 16 June 1958, Subj: Concurrence in Amendment No. 3 to Contract No. A-103 with The Ramo-Wooldridge Corporation, [redacted] Project CHALICE

25X1A

1. This memorandum contains a recommendation submitted for approval of the Special Assistant to the Director for Planning and Development. Such recommendation is contained in paragraph 6.

25X1A

2. Memorandum for the Record, DPS-1453, dated 16 June 1958, obligated [redacted] of Fiscal Year 1959 CHALICE funds for the period 1 July 1958 through 30 June 1959. Upon receipt of the Amendment the Contractor informed this office there would be an overrun of [redacted] for the period 1 July 1956 through 30 June 1957 making the total for that period [redacted]

25X1A

25X1A

3. Accordingly, it is requested that [redacted] of FY-1957 funds gained from savings under other obligations, booked on or before 30 June 1957, be reserved to cover this experienced overrun. By concurrence to this memorandum the Comptroller signifies that funds are available to cover this overrun.

25X1A

4. Attached is a new page 1 for Amendment No. 3 which will be sent to the Contractor for inclusion in their copies of the Amendment. We will request return of the old pages for destruction.

5. 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 10(b) 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 10(b) of Public Law 110, 81st Congress, for each contract.

DOCUMENT NO. 61
CLASSIFICATION CLASS. X
DECLASSIFIED
CLASSIFIED BY: TS S C 2011
REVIEW DATE
FORM 70-2
141256

SECRET

SECRET

6. Approval to substitute the first page which provides for additional funds for FY 1957 is recommended.

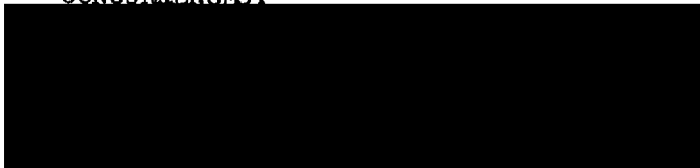
25X1A



25X1A

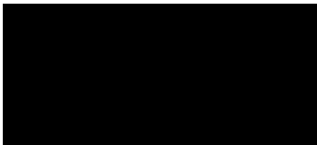
Contracting Officer

CONCURRENCES:



25X1A

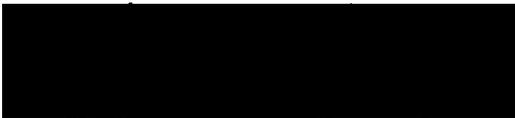
Director of D and P, DPS



9/19/58

Comptroller, DPS

25X1A



for JAMES A. CUNNINGHAM, JR.
Director of Admin., DPS

25X1A



Office of General Counsel

Approval requested in paragraph 6, granted.

25X1A



RICHARD M. BISSELL, JR.
Special Assistant to the Director
for Planning and Development

SECRET

SECRET

DPS-1453
Copy 1 of 3
16 June 1958

MEMORANDUM FOR THE RECORD

25X1A

SUBJECT: Concurrence in Amendment No. 3 to Contract No. A-103 with The Ramo-Wooldridge Corporation, [REDACTED] Project CHALICE

1. This memorandum contains a recommendation submitted for approval of the Director of Central Intelligence. Such recommendation is set forth in paragraph 6.

2. Contract No. A-103 provides for the services of engineers and technicians trained by the Ramo-Wooldridge Corporation in the operation, evaluation and maintenance of Systems No.s 1, 2, 3, 4, and 5 at places outside the continental limits of the United States. The Contract covered the period from 1 July 1956 through 30 June 1958.

3. Amendment No. 3 extends the period of performance through Fiscal Year 1959, i.e., 1 July 1958 through 30 June 1959, and allocates funds, contingent upon availability of same, for Fiscal Year 1959. It also provides for submission of billings on a fiscal year basis and for withheld amounts to be billed on an accrual basis instead of at the time of actual payment.

25X1A

25X1A

4. Fiscal Year 1959 CHALICE funds, when available, in the amount of [REDACTED] should be obligated to cover the extended period. Including this obligation of [REDACTED] funds are allocated for this contract as follows:

<u>Period</u>	<u>Project</u>	<u>FY</u>	<u>Amount</u>	<u>Total</u>
1 Jul 1956 - 30 Jun 1957	CHALICE Commo	1957 1957	[REDACTED]	[REDACTED]
1 Jul 1957 - 30 Jun 1958	CHALICE Commo	1958 1958	[REDACTED]	[REDACTED]
1 Jul 1958 - 30 Jun 1959	CHALICE	1959	[REDACTED]	[REDACTED]

25X1A

By concurrence to this memorandum the Comptroller signifies that the CHALICE obligation has been noted and will be recorded when funds for FY 1959 are available.

DOCUMENT NO. 62
NO CHANGE IN CLASS. X
IS DECLASSIFIED
CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE:
DATE 14/28/ REVIEWER: 010956

SECRET

SECRET

5. 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 10(b) 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 10(b) of Public Law 110, 81st Congress, for each contract.

6. Approval of Amendment No. 3 to Contract No. A-103 and execution thereof on behalf of the Agency by the authorized Contracting Officer is recommended.

25X1A

[Redacted Signature]

RICHARD M. BISSELL, JR.
Special Assistant to the Director
for Planning and Development

25X1A

CONCURRENCES:

[Redacted Signature]

Contracting Officer, DPS/DCI

25X1A

[Redacted Signature]

25X1A

Director of D and P, DPS/DCI

[Redacted Signature] 6/18/58

Comptroller, DPS/DCI

25X1A

[Redacted Signature]

JAMES A. CUNNINGHAM, JR.
Director of Admin., DPS/DCI

6/18/58

25X1A

[Redacted Signature]

General Counsel

Appro
Parag

[Redacted Signature]

25X1A

DIRECTOR OF CENTRAL INTELLIGENCE

SECRET

SECRET

DPS-4640
Copy 3 of 12

1 October 1958

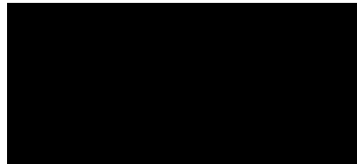
AMENDED PAYMENT PLAN FOR THE RAMO-WOOLDRIDGE CORPORATION

25X1A
25X1A

All payments to the Ramo-Wooldridge Corporation pursuant to Contracts Nos. A-101, A-102, A-103, [REDACTED]-A-501 and [REDACTED]-A-104, including interim and final payments for work and services performed for which vouchers have been submitted, will be accomplished as follows:

1. Interim and final vouchers submitted by the Ramo-Wooldridge Corporation will be approved for payment by the Special Assistant to the Director for Planning and Development and certified for payment by the Comptroller.
2. Interim and final vouchers submitted by the Ramo-Wooldridge Corporation will be approved by the Contracting Officer.
3. U. S. Treasury checks will be drawn in the amounts of authorized payment by the on site Representative of the Chief Disbursing Officer, payable to the Ramo-Wooldridge Corporation and mailed with a sterile form showing the appropriate contract number and invoice (voucher) number(s) for which the check is in payment.
4. Checks will be transmitted to the Ramo-Wooldridge Corporation in double envelopes. The outer envelope will be addressed to:

25X1A



The return address will read:

25X1A



25X1A

25X1A

The inner envelope will be marked: "To be opened by [REDACTED] only."

CONCURRENCES:

25X1A



Security Officer, DPS

25X1A



10/1/58

Comptroller, DPS

25X1A



Office of General Counsel

25X1A

DPS/DCI: [REDACTED]

Distribution:

- Orig - A-101
- 2 - A-102
- 73 - A-103
- 4 - [REDACTED]-A-501
- 5 - [REDACTED]-A-104
- 6 - 10 - Finance
- 11 - Security
- 12 - Chrono, RI

25X1A

APPROVED:

SECRET

RICHARD M. BISSELL, JR.
Special Assistant to the Director
for Planning and Development

DOCUMENT NO. 63
NO CHANGE IN CLASS.
 DECLASSIFIED
CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE:
AUTH: HR 70-2

SECRET

SECRET

DPS-3604
Copy 3 of 12

26 August 1958

AMENDED PAYMENT PLAN FOR THE RAMO-WOOLDRIDGE CORPORATION

25X1A
25X1A

All payments to the Ramo-Wooldrige Corporation pursuant to Contracts Nos. A-101, A-102, A-103, ~~■~~-A-501 and ~~■~~-A-104, including interim and final payments for work and services performed for which vouchers have been submitted, will be accomplished as follows:

1. Interim and final vouchers submitted by the Ramo-Wooldrige Corporation will be approved for payment by the Special Assistant to the Director for Planning and Development and certified for payment by the Comptroller.
2. Interim and final vouchers submitted by the Ramo-Wooldrige Corporation will be approved and certified by the Contracting Officer.
3. U. S. Treasury checks will be drawn in the amounts of authorized payment by the on site Representative of the Chief Disbursing Officer, payable to the Ramo-Wooldrige Corporation and mailed with a sterile form showing the appropriate contract number and invoice (voucher) number(s) for which the check is in payment.
4. Checks will be transmitted to the Ramo-Wooldrige Corporation in double envelopes. The outer envelope will be addressed to:

25X1A



The return address will read:

25X1A



25X1A

The inner envelope will be marked: "To be opened by ~~■~~ or ~~■~~ only".

25X1A

25X1A

CONCURRENCES:

~~■~~
Security Officer, DPS

25X1A

~~■~~
Comptroller, DPS

25X1A

~~■~~
Office of General Counsel

25X1A

DPS/DCI: ~~■~~ pf
Distribution:

- 1 - A-101
- 2 - A-102
- ✓ 3 - A-103 6 - 1D - Finance
- 4 - ~~■~~-A-501 // 12 - Security
- 5 - ~~■~~-A-104 // 13 - Chrono

25X1A

APPROVED:

~~■~~
RICHARD M. BISSELL, JR.
Special Assistant to the Director
for Planning and Development

SECRET

DOCUMENT NO. 68
NO CHANGE IN CLASS. X
IF DECLASSIFIED
CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE:
AUTH: HR 70-2

SECRET

SAPG-26676
Copy 1 of 3
22 April 1958

MEMORANDUM FOR THE RECORD

25X1A

Subject: Concurrence in Amendment No. 2 to Contract No. A-103
with The Ramo-Wooldridge Corporation, Project [REDACTED]
AQUATONE

1. This memorandum contains a recommendation submitted for approval of the Project Director. Such recommendation is set forth in Paragraph 6.

2. Contract No. A-103 provides for the services of engineers and technicians trained by The Ramo-Wooldridge Corporation in the operation, evaluation and maintenance of Systems No.s 1, 2, 3, 4, and 5 at places outside the continental limits of the United States. The contract covered the period from 1 July 1956 through 31 December 1957. Amendment No. 1 extended the period of performance through 30 June 1958.

3. Amendment No. 2 fixes man-month overseas service rates and man-day rates for the period 1 January 1958 through 30 June 1958 as follows:

	<u>Type Service</u>	<u>Rate/Man Month</u>	<u>Rate/Man Day</u>
25X1A	Engineer	[REDACTED]	[REDACTED]
	Technician	[REDACTED]	[REDACTED]
	Field Engineering	[REDACTED]	[REDACTED]
	Supervisors and	[REDACTED]	[REDACTED]
	Research and De-	[REDACTED]	[REDACTED]
	velopment MIS	[REDACTED]	[REDACTED]

4. No additional funds are added by this amendment.

5. 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 10(b) 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

DOCUMENT NO. 65
NO CHANGE IN CLASS. X
[] DECLASSIFIED
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: 2011
AUTH. PR. 1025
DATE: 14/29/1 REVIEWER: 010956

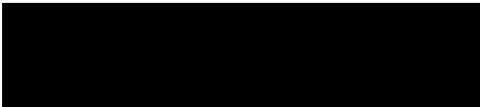
SECRET

SECRET

vouchers by the Director. This procedure eliminates the necessity for a separate certification of authority under Section 10(b) of Public Law 110, 81st Congress, for each contract.

6. Approval of Amendment No. 2 to Contract No. A-103 and execution thereof on behalf of the Agency by the authorized Project Contracting Officer is recommended.

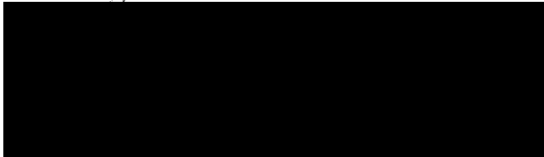
25X1A



Project Contracting Officer

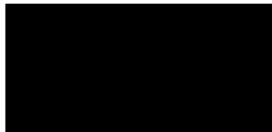
25X1A

CONCURRENCES:



Project Director of D & P

25X1A



4/25/58

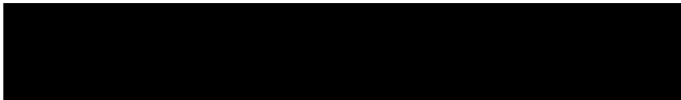
25X1A

Project Comptroller



for James A. Cunningham, Jr.
Project Director of Admin.

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Office of General Counsel

4/29/58

Approval requested in Paragraph 6, granted.

25X1A



RICHARD M. BISSELL, JR.
Project Director

SECRET

~~SECRET~~

SAPC-23512
Copy 1 of 3

17 January 1958

MEMORANDUM FOR THE RECORD

25X1A

SUBJECT: Amendment No. 1 to Contract No. A-103 with The Ramo-Wooldridge Corporation, Project [REDACTED] AQUATONE

1. This memorandum contains a recommendation submitted for the approval of the Director of Central Intelligence. Such recommendation is contained in paragraph 5.

25X1A

2. Contract No. A-103 provides for the services of engineers and technicians trained by The Ramo-Wooldridge Corporation in the operation, evaluation and maintenance of Systems No. 1, 2, 3, 4, and 5 at places outside the continental limits of the United States. The contract covered the period through 31 December 1957 and allocated a total of [REDACTED] for the period 1 July 1956 through 30 June 1957, and [REDACTED] for the period 1 July 1957 through 31 December 1957. All of the above funding was from AQUATONE dollars with the exception of [REDACTED] 1957 COMMO funds which is included in the above amount.

25X1A

25X1A

3. This Amendment No. 1 extends the period of performance through 30 June 1958 and allocates an additional [REDACTED] Fiscal Year 1958 AQUATONE funds, and covers a [REDACTED] overrun against 1957 AQUATONE funds, which has not previously been covered by formal contractual amendment. Funds were set aside during Fiscal Year 1957 to cover expected overruns and accordingly, are available to cover this item. The Amendment also provides for [REDACTED] Fiscal Year 1958 funds for the Office of Communications under allocation and obligation authority No. 1100.

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4. 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 10(b) 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 10(b) of Public Law 110, 81st Congress, for each contract.

DOCUMENT NO. 66
NO CHANGE IN CLASS. X
IF BDM ASSIGNED
CLASS CHANGED TO: TS S C
NEXT REVIEW DATE: 2011
AUTH: BR 70-2
DATE: 14/2/81 REVIEWER: 010956

SECRET

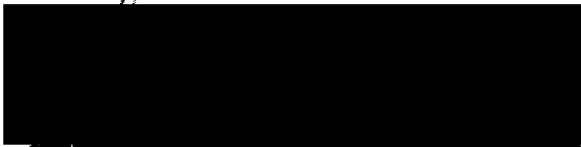
5. Approval of Amendment No. 1 to Contract No. A-103 and execution thereof on behalf of the Agency by the authorized Project Contracting Officer is recommended.

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RICHARD M. BISSELL, JR.
Project Director

25X1A



25X1A

Project Director of D & P



Project Comptroller

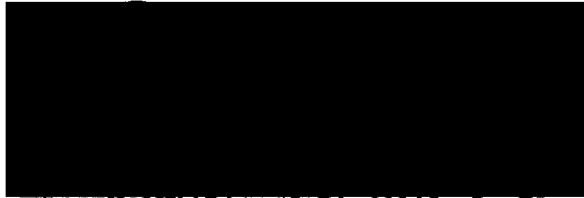
25X1A



Office of General Counsel

1/17/58

25X1A



DIRECTOR OF CENTRAL INTELLIGENCE

SECRET

DOCUMENT NO. 67
NO CHANGE IN CLASS.
IF DECLASSIFIED
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: 2011
AUTH: HR 70-2
DATE: 14/2/11 REVIEWER: 010366

SAPC-20518
Copy 1 of 4

4 November 1957

MEMORANDUM FOR THE RECORD

25X1A

SUBJECT: Amendment to Concurrence Memorandum, dated 3 September 1957, for Definitizing Contract No. A-103 with The Ramo-Wooldridge Corporation, Project [REDACTED] (AQUATONE)

1. This memorandum contains a recommendation submitted for the approval of the Project Director. Such recommendation is set forth in paragraph 7.

25X1A

2. The original concurrence memorandum dated 3 September 1957 was approved by the Project Director. Subsequent thereto the Contractor has proposed some six changes, and it becomes necessary to add [REDACTED] of 1957 Office of Communications Funds to cover additional services of engineers and technicians. By concurrence to this memorandum the Project Comptroller signifies that sufficient funds are available for this additional obligation.

3. The following Contractor's proposed changes have been made in the contract:

- a. Transportation - Part I, paragraph c, has been eliminated and reference made to Article 21 of the General Provisions.
- b. Privileges - Part I, paragraph g. The employee is to be paid a reasonable per diem directly by the Government in the field.

4. By letter the Contractor is being advised on the other points raised in his letter. The most controversial item denied concerns Part VI - Capture and Detention Article where the Contractor feels the full overseas rate should be paid under the article rather than the determination of a Federal Security Administrator as provided for presently in the proposed contract.

25X1A

5. The Technician rate for the Second Half of 1957 was adjusted to include the full [REDACTED] bonus. This was required inasmuch as the Contractor was unable to obtain the desired personnel at the lower rate.

~~SECRET~~

6. 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 10(b) 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 10(b) of Public Law 110, 81st Congress, for each contract.

7. Approval of Contract No. A-103 and execution thereof on behalf of the Agency by the authorized Project Contracting Officer is recommended.

25X1A

[Redacted]

25X1A

Project Contracting Officer

[Redacted]

25X1A

Proj. Dir. of D & P we effect per diem disbursement to contractors personnel only when appropriate installation is visited.
11/12/57

25X1A

Project Comptroller (1)

[Redacted]

Proj. Dir. of Admin. (1)

25X1A

[Redacted]

Office of General Counsel *Nm. 13, '57*

Approval requested in Paragraph 7, granted.

25X1A

[Redacted]

RICHARD M. BISSELL, JR.
Project Director

SECRET

SAPC-19021
Copy 1 of 4

3 September 1957

MEMORANDUM FOR THE RECORD

25X1A

SUBJECT: Concurrence in Definitized Contract No. A-103 with
The Ramo-Wooldridge Corporation - Project [REDACTED]
(AQUATONE)

1. This memorandum contains a recommendation submitted for the approval of the Project Director. Such recommendation is set forth in paragraph 5.

25X1A

2. Letter Contract No. A-103, as amended, provides for the services of engineers and technicians trained by the Ramo-Wooldridge Corporation in the operation, evaluation and maintenance of various systems at places outside the continental limits of the United States. This Letter Contract, as amended, obligated [REDACTED] of 1957 AQUATONE Funds, [REDACTED] of 1957 Office of Communications Funds and [REDACTED] of 1958 AQUATONE Funds.

25X1A

25X1A

25X1A

3. The definitized contract fixes the man-month rates from inception to 31 December 1957, and adds an additional [REDACTED] of 1958 AQUATONE Funds. By concurrence to this memorandum the Project Comptroller signifies that sufficient funds are available for this additional obligation.

4. 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 10(b) 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 10(b) of Public Law 110, 81st Congress, for each contract.

25X1A

5. Approval of Contract No. A-103 and execution thereof on behalf of the Agency by the authorized Project Contracting Officer is recommended.

25X1A

DOCUMENT NO. [REDACTED]
NO CHANGE IN CLASS. [REDACTED]
[REDACTED] DECLASSIFIED
CLASS. CHANGED TO: 13 8 C

[REDACTED] Contracting Officer

010956

25X1A

25X1A

Project Director of D & P

Approval requested in Paragraph 5. granted.

25X1A

[REDACTED] 9/25/57
Project Comptroller

RICHARD M. BISSELL, JR.

25X1A

Project Director
03 : CIA-RDP81B00878R000800020015-1

Office of General Counsel

SECRET

SAPC-19021-518

SECRET

SAPC 19285

Copy 1 of 3

CENTRAL INTELLIGENCE AGENCY

CONTRACTING OFFICER'S
DETERMINATIONS AND FINDINGS

AUTHORITY TO NEGOTIATE CONTRACT

The Central Intelligence Agency proposes to enter into a contract with The Ramo-Wooldridge Corp., Los Angeles, California, for services of engineers and technicians trained by the Contractor in the operation and maintenance of electronic systems outside the United States.

25X1A
25X1A

I hereby find that this procurement, Project [redacted] is estimated to cost [redacted] and is chargeable as follows:

<u>Project</u>	<u>Fiscal Year</u>	<u>Amount</u>
Aquatone	1957	[redacted]
	1958	
Office of Commo	1957	
	Total	

25X1A

The contract covers the services of engineers and technicians trained by the Contractor in the operation and maintenance of electronic systems outside the continental limits of the United States. I also find that this procurement is in the interest of National Defense and that it will be certified by the Director of Central Intelligence in accordance with procedure approved by the DCI on 15 December 1956, to be for objects of a confidential, extraordinary and emergency nature and therefore within the purview of procurement authority of the Agency as stated in Section 10(b) of Public Law 110, 81st Congress. Procurement by formal advertising of the services called for by the proposed Contract A-103 would result in public disclosure of the nature and character of such maintenance and would thereby jeopardize the security classification of this project.

I hereby determine, as Contracting Officer for this contract, that the necessity and authority for negotiation of this contract have been adequately documented by proper Agency authority, and that the proposed contract must necessarily be negotiated without formal advertising.

25X1A

PCS/DCI:HL:bas (9/11/57)
Distribution:
→ Orig. - [redacted] - A-103
2. - Proj. Finance
3. - Chrono (RT)

Contracting Officer

DOCUMENT NO. 69
NO CHANGE IN CLASS. X
CLASS. CHANGED TO: TS, S, C
DATE: 14/28/81

SECRET

~~SECRET~~

DOCUMENT NO. 70
NO CHANGE IN CLASS.
 DECLASSIFIED
CLASS. CHANGED TO: TS S C 204
NEXT REVIEW DATE: _____
AUTH: HR 70-2
DATE: 14/12/81 REVIEWER: 010956

SAPC- 17236
Copy 1 of 4

8 July 1957

MEMORANDUM FOR THE RECORD:

SUBJECT: Amendment No. 2 to Letter Contract No. A-103
with the Ramo-Wooldridge Corporation - Project
[REDACTED] (AQUATONE)

25X1A

1. This memorandum contains a recommendation submitted for the approval of the Director of Central Intelligence. Such recommendation is contained in paragraph 6.

2. Letter Contract No. A-103, as amended, provides for the services of engineers and technicians trained by the Ramo-Wooldridge Corporation in the operation, evaluation and maintenance of Systems Nos. 1, 2, 3, 4, and 5 at places outside the continental limits of the United States.

25X1A

3. An amount not to exceed [REDACTED] was obligated under Letter Contract No. A-103 and Amendment No. 1 thereto from Fiscal Year 1957 AQUATONE funds to cover work and services for the period 1 July 1956 through 30 June 1957.

25X1A

4. This Amendment No. 2 extends the period of performance through 30 June 1958 and allocates an additional [REDACTED] subject to the availability of Fiscal Year 1958 funds. The Comptroller will formally record this obligation when the 1958 AQUATONE funds are made available. An additional amount may be allocated later in the year if required.

5. This contract will be handled under the procedure approved by the DCI on 15 December 1956, which eliminates a separate certification from the DCI under authority of Public Law 110, Section 10(b).

25X1A

6. Approval of Amendment No. 2 to Letter Contract No. A-103 and execution thereof on behalf of the Agency by the authorized Project Contracting Officer is recommended.

25X1A

[REDACTED]
RICHARD M. BISSELL, JR.
SA/PC/DCI - Project Director

25X1A

[REDACTED] 7/9/57
Director, D & P

Approv
Paragr

25X1A

[REDACTED] 7/9/57
Comptroller

25X1A

[REDACTED]
Office of General Counsel

~~SECRET~~

SECRET

SAPC-16819
Copy 1 of 3

24 June 1957

MEMORANDUM FOR THE RECORD:

25X1A SUBJECT: Amendment No. 1 to Letter Contract No. A-103 with the
Ramo-Wooldridge Corporation - Project [REDACTED] (AQUATONE)

25X1A 1. Letter Contract No. A-103 provides for the services of en-
gineers and technicians trained by the Ramo-Wooldridge Corporation
in the operation, evaluation, and maintenance of Systems Nos. 1, 2,
3, 4, and 5 at places outside the continental limits of the United
States.

25X1A 2. An amount not to exceed [REDACTED] was obligated under Letter
Contract No. A-103 from Fiscal Year 1957 AQUATONE funds to cover
work and services for the period 1 July 1956 through 30 June 1957.
The Contractor has indicated that an additional amount of [REDACTED]
of 1957 funds is required to fund this contract through 30 June 1957.
Amendment No. 1 adds this amount of AQUATONE funds to this contract.
Concurrence below by the Comptroller will signify that funds are
available.

25X1A 3. It is known that part or possibly all of the aforementioned
[REDACTED] is for System II tech reps. The Contractor was requested on
May 29 to furnish a breakdown covering Office of Communications tech
reps but it has not been received to date. It is recommended that
AQUATONE funds be added at this time, with the Office of Communica-
tions replacing with their funds as soon as possible.

4. Approval of Amendment No. 1 to Letter Contract No. A-103
and execution thereof on behalf of the Agency by the authorized
Project Contracting Officer is recommended.

25X1A

25X1A DOCUMENT NO. 71
NO CHANGE IN CLASS. X
CLASSIFIED
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: 2011
AUTH: HR 70-2
[REDACTED] Contracting Officer

25X1A [REDACTED] 010956
[REDACTED] 6/24/57
Director of D & P

25X1A

25X1A [REDACTED] 6/24/57
Comptroller
[REDACTED]
General Counsel

Approval requested in
paragraph 4, granted.

RICHARD M. BISSELL, JR.
SA/PC/DCI - Project Director

SECRET

SECRET

SAFC 16830

Copy 4 of 10

AMENDED PAYMENT PLAN FOR THE RAMO-WOOLDRIDGE CORPORATION

25X1A

All payments to the Ramo-Wooldridge Corporation pursuant to Contracts Nos. A-101, A-102, A-103, and ~~A-501~~, including interim and final payments for work and services performed for which vouchers have been submitted, will be accomplished as follows:

1. Interim and final vouchers submitted by the Ramo-Wooldridge Corporation will be certified by the SA/PC/DCI and by the Comptroller.

2. Interim and final vouchers submitted by the Ramo-Wooldridge Corporation will be approved and certified by the Contracting Officer.

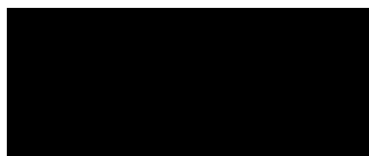
3. US Treasury Checks will be drawn in the amounts of authorized payment by the on site Representative of the Chief Disbursing Officer, payable to the Ramo-Wooldridge Corporation and mailed with a sterile form showing the appropriate contract number and invoice (voucher) number(s) for which the check is in payment. Project Headquarters will be advised by the Disbursing Officer when a check is issued.

4. Checks will be transmitted to the Ramo-Wooldridge Corporation in double envelope. The outer envelope will be addressed to:

25X1A



The return address will read:



DOCUMENT NO. 72X
NO CHANGE IN CLASS
IT DECLASSIFIED
CLASS. CHANGED TO: TS S C
NEXT REVIEW DATE: 2011
AUTH: HR 70-2
DATE: 14/2/81 REVIEWER: 010956

25X1A

25X1A

The inner envelope will be marked: "To be opened by  only."

25X1A

CONCURRENCES:

APPROVED:

25X1A

SIGNATURE 


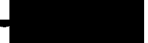

Security Officer

RICHARD M. BISSELL, JR.
SA/PC/DCI - Project Director

25X1A



Comptroller

JP/bas (24 June 1957)
Orig. - ~~A-501~~
2. -  A-101 6. - Finance
3. -  A-102 7. - "
4. -  6 - A-103 8. - "
5. - Finance 9. - Security
10. - Chrono

25X1A

25X1A

General Counsel

SECRET

SECRET

SAPC-10552
Copy 2 of 7

ADVISED PAYMENT PLAN FOR THE RAMO-WOOLDRIDGE CORPORATION

All payments to the Ramo-Wooldridge Corporation pursuant to Contracts Nos. A-101, A-102, and A-103, including interim and final payments for work and services performed for which vouchers have been submitted, will be accomplished as follows:

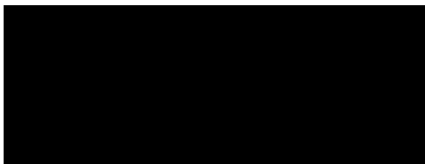
1. Interim and final vouchers submitted by the Ramo-Wooldridge Corporation will be certified by the SA/PC/DCI and by the Comptroller.
2. Interim and final vouchers submitted by the Ramo-Wooldridge Corporation will be approved and certified by the Contracting Officer.
3. US Treasury checks will be drawn in the amounts of authorized payment by the on site Representative of the Chief Disbursing Officer, payable to the Ramo-Wooldridge Corporation and mailed with a steril form showing the appropriate contract number and invoice (voucher) number(s) for which the check is in payment. Project Headquarters will be advised by the Disbursing Officer when a check is issued.
4. Checks will be transmitted to the Ramo-Wooldridge Corporation in double envelope. The outer envelope will be addressed to:

25X1A



The return address will read:

25X1A



25X1A

The inner envelope will be marked: "To be opened by [redacted] or [redacted] only."

25X1A

CONCURRENCES:

APPROVED:

Security Officer

Richard M. Bissell, Jr.
SA/PC/DCI - Project Director

NOV 9 1956

25X1A

Comptroller

RJP/eas (5 Nov. 1956)

25X1A

General Counsel

- Orig - [redacted] A-101
- 2 - [redacted] 6 A-103 ✓
- 3 - [redacted] A-102
- 4 - Finance Officer - *cont off*
- 5 - Administration
- 6 - Security
- 7 - Chrono

SECRET

~~SECRET~~

SAPC 9429
25 September 1956

MEMORANDUM FOR THE RECORD

SUBJECT: Concurrence In Letter Contract No. A-103 With The Ramo-
Wooldridge Corporation - Project [REDACTED] (AQUATONE) 25X1A

1. This memorandum contains recommendations submitted for approval of the Director of Central Intelligence. Such recommendations are set forth in Paragraph 5.

2. Letter Contract No. A-103 provides for the services of engineers and technicians trained by The Ramo-Wooldridge Corporation in the operation, evaluation, and maintenance of System No's 1, 2, 3, and 4 at places outside the continental limits of the United States.

25X1A

25X1A

25X1A

25X1A

3. Pending negotiations and execution of the definitive contract the Letter Contract obligates an amount not to exceed [REDACTED] of Fiscal Year 1957 AQUATONE funds chargeable to Project [REDACTED]. It is expected, however, that an additional [REDACTED] may be required under the definitive contract to cover services through 30 June 1957. An authorization document in the amount of [REDACTED] is attached hereto for the signature of the Director of Central Intelligence.

4. The type of definitive contract contemplated is a man-month rate for each category of personnel being provided by the contractor, such rates to include salaries, indirect costs and profit as negotiated. Other costs, as necessary to be incurred, will be reimbursed on a direct cost basis. The Letter Contract provides for renewal at the option of the Government for Fiscal Year 1958.

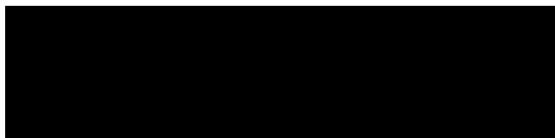
5. Approval of Letter Contract No. A-103 and execution thereof on

73x
2011
DATE: 14/2/81

~~SECRET~~

behalf of the Agency by the authorized Project Contracting Officer is recommended. It is also recommended that the necessary authorization document be approved.

25X1A



RICHARD M. BISSELL, JR.
SA/PC/DCI - Project Director

25X1A

CONCURRENCE:

25X1A



General Counsel



Comptroller

Approvals requested in Paragraph 5 granted

25X1A



acting DIRECTOR OF CENTRAL INTELLIGENCE
v Oct '56

SECRET

Copy 2 of 3

SAPC 9441
25 September 1956

MEMORANDUM FOR: Comptroller

25X1A SUBJECT : Contract No. A-103 With Ramo-Wooldridge Corporation
Project [REDACTED] (AQUATONE)

25X1A

In accordance with the provisions of Section 10 (b) of Public Law 110, 81st Congress, approved 20 June 1949, I certify that sums expended under Contract No. A-103 in the amounts the aggregate of which will not exceed [REDACTED] are necessary for objects of a confidential, extraordinary and emergency nature and are properly chargeable to appropriation 21X6889.

25X1A

acting [REDACTED]
DIRECTOR OF CENTRAL INTELLIGENCE

2 Oct 57

25X1A

CONCURRENCES:

25X1A

1/5 [REDACTED]
General Counsel

1/5 [REDACTED]
Comptroller

25X1A

1/4 [REDACTED]
SA/PC/DCI

Distribution:

25X1A

- Orig. - Comptroller
- 2 - [REDACTED]
- 3 - Reading
- 4 - Chrono

DOCUMENT NO. *74*
 NO CHANGE IN CLASS.
 IT IS CLASSIFIED
 CLASSIFICATION TO: TS S C
 DECLASSIFY DATE: *2011*
 AUTHORITY: EO 13526
 DATE: *11/21/01*

SECRET