

Richard S. Suter

24 J2 69

Dear Mr. Suter:

APPROVED FOR  
RELEASE DATE:  
04-Feb-2009

The United States Government, as represented by the Contracting Officer, hereby contracts with you as an Independent Contractor for the submission of certain information and related services of a confidential nature under the following terms and conditions:

1. Fee. In full consideration for the submission of such information and services, you will be compensated in an amount calculated at the rate of \$50 per day, not to exceed a maximum of ten (10) working days. Payments will be made as directed by you in a manner acceptable to the Government. No taxes will be withheld therefrom, but it will be your responsibility to report such income under existing Federal income tax laws and regulations. An appropriate Form 1099 will be furnished by the Government in furtherance of its tax reporting requirements.

2. Travel. You will be advanced or reimbursed funds for necessary expenses incurred in connection with such domestic operational travel as may be directed or authorized by this organization. This may include per diem in lieu of subsistence in the course of such travel and while on temporary duty away from your assigned location. Payment and accounting for such expenses will be in substantial conformance with applicable organization regulations and travel procedures.

3. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder shall entitle the Government to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.

4. Execution of Documents. If, during your utilization hereunder, you assume the custody of Government funds or take title of record to property of any nature whatsoever and wherever situate which property has in fact been purchased with monies of the U. S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by the Government to evidence this relationship.

5. Status. Your legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as implying the creation of an employee-employer relationship.

6. Requirements. Requirements levied upon you by the Government hereunder are a part of this contract provided they are not inconsistent with the terms hereof.

7. Secrecy. You will be required to keep forever secret this contract and all classified information which you may obtain by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the espionage laws of the United States and other applicable laws and regulations.

~~SECRET~~



8. Term. This contract is effective as of 24 July 1969, and shall continue thereafter for a period of one (1) year unless sooner terminated either:

(a) Upon fifteen (15) days' actual notice by either party hereto; or

(b) Without prior notice by the Government, in the event you breach this contract by your violation of the secrecy provisions hereof or by otherwise rendering yourself unavailable for acceptable service.

Subject to the availability of appropriations this agreement may be extended upon notice from the Government. Termination or expiration of this agreement will not release you from the obligations set forth in paragraph seven (7) above and any secrecy oath you may be required to take.

UNITED STATES GOVERNMENT

BY


  
Contracting Officer

ACCEPTED:

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Richard S. Suter

WITNESS:

\_\_\_\_\_  
APPROVED:

  
24 July 69