

30 JAN 1965

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(b)(3)
(b)(6)

APPROVED FOR RELEASE
DATE: 20-Jul-2011

~~SECRET~~

Mr. John F. Herlihy ~~(S)~~

Dear Mr. Herlihy: ~~(S)~~

The United States Government, as represented by the Contracting Officer, hereby contracts with you as an Independent Contractor for utilization of your services of a confidential nature under the following terms and conditions: (U)

1. Services. You have agreed under the terms of this contract to assist this Organization

[Redacted box]

2. Fee. In full consideration for your satisfactory performance of the tasks described above, as determined by a responsible government official, you will be paid a fee of \$180.00 per day or \$90.00 per half day, when actually utilized, but not to exceed in cumulative payments a total of \$27,200.00. Payments will be made as directed by you in writing in a manner acceptable to the Government. No taxes will be withheld from this amount, but it will be your responsibility to report such income under existing federal, state and self-employment (Social Security) income tax laws and regulations. (U)

3. Travel. You will be advanced or reimbursed funds for necessary expenses incurred in connection with such 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 usual place of residence. Payments and accounting for such expenses will be in substantial conformance with applicable regulations of this Organization. (U)

4. Operational Expenses. You will be advanced or reimbursed funds for necessary operational expenses as specifically approved by the Government. Such funds will be subject to payment and accounting in substantial compliance with applicable Government regulations. (U)

5. 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 and under the terms of this contract in such manner as it deems appropriate. (U)

6. 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 this Organization to evidence this relationship. (U)

7. 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. (U)

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8. Requirements. Requirements levied upon you by this Organization hereunder are a part of this contract provided they are not inconsistent with the terms hereof. (U)

9. Secrecy. This contract specifically incorporates the provisions of the secrecy agreement signed by you in consideration for your service with this Organization. (U)

10. Rules of Conduct/Conflict of Interest. As a specific condition of this contract you agree to observe and be bound by the Code of Conduct and all conduct regulations of this Organization. You further agree to provide, upon request, a listing of your relationships and activities which are external to this Organization, and it is understood by you that such listing shall be reviewed by appropriate members of this Organization for the purpose of determining whether a real or potential conflict of interest exists. (U)

11. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government. (U)

12. Term. This contract is effective as of 24 January 1978, and shall continue thereafter for a period of one (1) year unless sooner terminated in any one of the following ways:

(a) This contract may be terminated by this Organization with ten (10) days notice in the event that a determination is made by this Organization that a real or potential conflict of interest exists with respect to the relationships described in paragraph ten (10) above.

(b) This contract may be terminated by either party with thirty (30) days notice for any reason.

(c) This contract may be terminated by the Director of this Organization (or an official of this Organization to whom he has delegated appropriate authority) whenever, in accordance with the Director's unreviewable statutory discretion under law, such termination is deemed necessary or advisable in the interests of the United States. (U)

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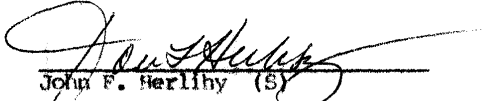
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Subject to the availability of appropriations, this agreement may be extended upon notice by the Government. Termination or expiration of this agreement will not release you from the restrictions set forth in paragraph nine (9) above or from the obligations of any security oath you may be required to take. (U)

UNITED STATES GOVERNMENT

BY
 Contracting Officer (U)

ACCEPTED:


John F. Herlihy (S)

WITNESS:

24 January 1985

APPROVED:

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ACKNOWLEDGEMENT OF INDEPENDENT CONTRACTOR STATUS

I hereby understand and acknowledge that I am an independent contractor with the United States Government. I further understand and acknowledge by executing this contract with the U.S. Government that I am not a U.S. Government employee and that, as a result of this contract, I am not entitled to any benefits that would accrue to a U.S. Government employee. Specifically, among other things, I am not entitled to, nor will I be entitled to, any civil service or other U.S. Government employee pension or retirement benefits by virtue of this arrangement with the U.S. Government. I recognize that the contract I have executed is not an appointing document and is a true indication of my status with the U.S. Government.

Date: Jan 23, 1985

John H. ...
SIGNATURE

~~SECRET~~