## CONFIDENTIAL

### INDEPENDENT CONTRACTOR (IC) CONTRACT

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Mod #</th>
<th>Effective Date</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002<em>1099900</em>000</td>
<td></td>
<td>22 July 2002</td>
<td>21 July 2003</td>
</tr>
</tbody>
</table>

#### Issuing Office

**Name:** Contracting Officer

- **IC Name:** John B. Jenkins
- **Address:**
- **Telephone #:**

#### Contracting Officer

**Name:**

**Telephone #:**

#### Contracting Officer's Security Representative (COSR)

**Name:**

**Telephone #:**

#### Invoicing Instructions

**See Electronic Invoicing Clause**

**Total Contract Price:** $135,000.00

### Task Description

See page 2 for Task Description and Price details.

- If checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and performance indicates acceptance.

<table>
<thead>
<tr>
<th>Independent Contractor</th>
<th>Date</th>
<th>Contracting Officer</th>
<th>Date</th>
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</thead>
</table>

### CLASSIFICATION OF ASSOCIATION

The association of the IC with the Agency for issues related to this contract is classified at the UNCLASSIFIED level.

### CLASSIFICATION OF CONTRACT WORK

The work to be performed under this contract is classified at the SECRET level.

### CLASSIFICATION OF HARDWARE

Hardware delivered under this contract is classified at the UNCLASSIFIED level.

### CLASSIFICATION OF REPORTS

Reports produced under this contract are classified at the SECRET level.

### CLASSIFICATION OF STATEMENT OF WORK (SOW)

The Statement of Work (SOW) for this contract is classified at the SECRET level.

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Salim v. Mitchell - United States Bates #000086
07/01/2016
1. SERVICES (ALT I) (FEE FOR TASK) (11/01)
The Contractor shall provide the following tasks:
Task 1. Provide consultation and recommendations for applying research methodology/CONUS.
Task 2. Conduct specified applied research projects/CONUS.

2. PRICE (ALT III) (FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (11/01)
In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the Contractor will be paid a firm, fixed price of $115,000.00. This amount will be distributed as follows [tailor to meet the particular circumstances, including other expenses included in the task fee]:

- Task 1. For the satisfactory completion of consultation and recommendations for applying research methodology/CONUS: $1,000.00 per day.
- Task 2. For the satisfactory completion of conducting specified applied research projects/CONUS: $1,000.00 per day.

In addition to the above task fee, this contract also includes travel expenses not to exceed $20,000.00. Therefore, the total price of this contract is as follows:

<table>
<thead>
<tr>
<th>Task Fee</th>
<th>Travel</th>
<th>Total Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000.00</td>
<td>$20,000.00</td>
<td>$35,000.00</td>
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</table>

3. IC TRAVEL (ALTERNATE I) (11/01)
Travel costs are a separate Contract Line Item from the Service Line Items. Travel costs are not included in the IC's base service fee. However, travel costs are part of the overall contract value. The IC will invoice and be paid necessary costs incurred in connection with travel as authorized by the Government:
- Invoicing and reimbursement for travel lodging and meals and incidental (M&IE) expenses will be limited to the lesser of:
  a. The rates and allowances in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the contiguous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation, or
  b. The alternate rate (or any) established by the component funding the contract.
- Airfare or other transportation costs shall be invoiced and remitted to the extent that the costs comply with the provisions of section 301-10 (transportation, including air America provisions) of the Federal Travel Regulations (FTRs) and the policies of the component that is funding the contract. Business class travel may be allowable if it is in accordance with the terms of section 301-10 124 of the FTRs and the policies of the component that is funding the contract. Business class travel must be approved in advance by the component that is funding the contract.
- In special or unforeseen situations, costs in excess of the above limits may be allowed, subject to the approval of the Contracting Officer and the Approving Officer of component that is funding the travel. Such approval must be obtained in advance, unless the circumstances were unforeseen (e.g., inclement of civil unrest or natural disaster). A scheduled event (e.g., the Olympics) cannot be considered to be an unforeseen circumstance. Thus, advance approval would be required to invoice costs in excess of the above limits.
- Funds for travel expenses under this contract will not be advanced to the IC. All travel reimbursement under this contract are considered taxable income and will appear on the IC's Form 1099. Thus, the IC is to retain travel receipts for tax purposes, receipts are not to be submitted with the invoice. The Government has the right to examine such receipts for the purpose of verifying invoices.

4. NON PUBLICITY (11/01)
It is a material condition of this contract that the Contractor shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation does not expire upon completion or termination of this contract, but continues indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate from unless authorized to do so in writing by the Contracting Officer. It is further agreed that this contractual relationship shall not be disclosed except as allowed by law or regulation.

5. ELECTRONIC INVOICING (03/02)
Invoices may be submitted as tasks or sub-tasks are completed, but not more often than once a month.
- If the IC has access to the e-Invoicing system (which resides on the Agency Data Services Network), the IC shall submit all invoices electronically via the e-Invoicing system, in accordance with the procedures for that system. The IC may use the e-Invoicing system to directly check the status of invoices the IC has submitted via that system.
- If the IC does not have access to the e-Invoicing system, the IC shall submit hard copy invoices to the IC's...
CONFIDENTIAL

Contract No. 2002*10938000
IC Name: Jessen

Independent Contract Administrator (ICA), who in turn shall input the data into the invoices submitted by the ICA to the ICA shall be proper and complete. To be considered proper and complete, an invoice must include:

a. the ICA's name;
b. an invoice number;
c. the invoice date;
d. the contract number;
e. a description of the tasks and price for services actually rendered;
f. dates services performed;
g. the ICA's signature, and;
h. any other information or documentation required by this contract.

If the ICA is working at a field location that precludes the ICA from having access to the e-Invoicing system, or that precludes the ICA from presenting invoices directly to the ICA, the ICA is to present proper and complete invoices to the Chief of the Installation or designate. The Chief of Installation or designate is then responsible for transmitting the invoice information to the ICA in accordance with internal procedures.

The payment periods designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in Vendor Payments via the e-Invoicing system.

Per invoices submitted via an ICA (either directly or through the Chief or the Chief's designate at a field installation), the ICA shall direct inquiries to the ICA regarding the status of previously submitted invoices.

6. ELECTRONIC FUNDS TRANSFER (11/01)

Payments under this contract shall be made by the Government by electronic funds transfer only. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit the proper information to the Contracting Officer on a Standard Form 199A or an alternate form provided by the Contracting Officer. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of payment, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective. Contractor's failure to properly designate a financial institution or to provide appropriate payee bank account information will delay payments.

7. PROMPT PAYMENT (11/01)

The Contractor is entitled to payment in accordance with the Prompt Payment Act. Specifically, if the Payment shall be on the 30th (calendar day) after the designated billing office has received a proper invoice from the Contractor. Payment shall be considered as being made on the day the electronic funds transfer is made. All interest penalties shall be paid if payment is not made by the due date and a proper invoice was received by the designated billing office.

8. TERMINATION (11/01)

In addition to either party's common law right to terminate the contract for default, this contract may terminate earlier than the target date, in whole, or in part, on the date that either party determines that a real or potential conflict of interest exists with respect to the relationship described in the "Rules of Conduct/Conflict of Interest" paragraph below, the Government may terminate this contract upon ten (10) days notice.

(a) Upon thirty (30) days notice by either party for any reason;
(b) By the Director of Central Intelligence or designate, in accordance with the Director's non-renewable discretion, termination is deemed necessary or advisable in the interest of the United States.

(c) When the Contracting Officer determines that the IC has failed to fully comply with the security requirements of this contract as a result of the willful misconduct or lack of good faith.

Upheld termination of this contract, the Contractor will be required to turn in all property and other unfinished products in such condition as is necessary to prevent its further use for the purposes for which it was designed. The federal government will pay to the Contractor the reasonable costs associated with such disposition.

10. FOREIGN TRAVEL (11/01)

On return from official or personal travel outside the United States, the IC shall report to the cognizant Contracting Officer's Security Representative (COSR) any unusual incidents, including incidents of potential security concerns, discovered during such travel.

10. FOREIGN CONTACTS (11/01)

The IC shall report to the cognizant Contracting Officer's Security Representative (COSR) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which: a) illegal or unauthorized access is sought to classified or other sensitive information; or b) the IC is concerned that hostile may be the target of actual or attempted exploitation by a foreign entity.
11. TAX AND LICENSES (11/01)
This contract is written to the best of the Government's ability to conform to Internal Revenue Service tax guidelines for independent contractors as presently known. Tax concerns of the IC should be discussed with a tax consultant or attorney. If classified information is involved, the Contractor's tax consultant or attorney must be cleared by the Government prior to any such classified discussions. No taxes will be withheld from the contract price. It is the responsibility of the Contractor to report such income under existing federal, state, and self-employment (Social Security) income tax laws and regulations. The Contractor is also responsible for obtaining any necessary business licenses and paying any Federal, State, or local taxes.

12. EXECUTION OF DOCUMENTS (11/01)
If, during performance under this contract, the Contractor assumes the custody of United States Government funds or takes possession of property of any nature whatsoever and wherever situated, which property has in fact been purchased with money of the United States Government, the Contractor hereby recognizes and acknowledges the existence of a trust relationship, either express or constructive, and agrees to execute whatever documents may be required by the Government to evidence this relationship.

13. STATUS (11/01)
The Contractor's legal status under this agreement is that of an independent Contractor. No findings contained herein shall be construed as appointing the Contractor into the civil service of the United States, implying the creation of an employer-employee relationship, or establishing any entitlement to federal retirement benefits or any other federal employee benefits, such as benefits under the Federal Employees' Compensation Act. If the Contractor feels such a situation exists, he/she is obligated to inform immediately the Contracting Officer.

14. INSURANCE (11/01)
The Contractor assumes all risks associated with the Contractor's performance under this contract. As such, the Contractor is encouraged to obtain appropriate insurance (e.g., liability, health, automobile, disability, professional, etc.) to cover such risks. The Contractor acknowledges that, unless otherwise provided in this contract, the contractor will not be reimbursed for any insurance related costs.

15. RULES OF CONDUCT/CONFLICT OF INTEREST (11/01)
If work will be on Government premises, the Contractor acknowledges that the Agency has a zero tolerance policy for harassment and abuse. Any Contractor who is found to be culpable in incidents of harassment on Government premises may be ejected from the premises and denied further access. As a specific condition of this contract, the Contractor agrees to observe and be bound by all conduct regulations of this Agency. The Contractor further agrees to provide, upon request, a list of relationships and activities which are external to this Agency, and it is understood that such listing shall be reviewed by appropriate members of this Agency for the purpose of determining whether a real or potential conflict of interest exists.

16. SECRECY AGREEMENT (11/01)
This contract specifically incorporates the provisions of all secrecy agreements signed by the Contractor in consideration for service with this organization, excluding pre-publication requirements.

17. MERGER CLAUSE (11/01)
The parties mutually agree that this contract encompasses all programs and entitlements offered prior to the Contractor's engagement and that no promises or commitments pertaining to rights, privileges, or provisions other than those expressly stipulated in writing in this agreement or any written modification thereto shall be binding on the United States Government.

18. CHOICE OF LAW (11/01)
This agreement is to be interpreted under the laws of the United States of America and the United States Code.

19. CLEARANCE & POLYGRAPH REQUIREMENTS - ISSA/TS (11/01) (Applies if the IC must have an ISSA/TS staff-like clearance).
The IC will have access to the Agency's computer system and unclassified access to the Agency's Government facilities. The IC must possess an ISSA/TS clearance upon starting work on this contract and is required to undergo polygraph testing for counterintelligence and lifestyle issues prior to the clearance being granted and periodically thereafter. Additionally, the following provisions apply to ICs with ISSA/TS clearances.

FINANCIAL DISCLOSURE
The IC, who has staff-like ISSA/TS access, who is currently cleared for both unclassified physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (PDF 444-V) by the annual deadline established by the Agency. The PDF 444-V is available for electronic submission via a database on the Agency Data Services Network (ADSIN). The database can be accessed from the ADSIN Database Catalog under the title of Financial Disclosure Forms. If the IC has ADSIN access, the IC must utilize the on-line database when filing. If the IC works at a location which does not have connectivity to the ADSIN, the IC will complete and submit the PDF 444-V in hard copy in accordance with instructions provided by the Agency. If the IC does not receive an electronic PDF 444-V, the IC is to contact the CO#R.

AGENCY INFORMATION SECURITY TRAINING
The Contractor shall attend all mandatory Agency Information Security Courses (AISC). Failure to attend a briefing as required under this paragraph shall result in the termination of this contract and may preclude the initiation of any new contracts. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the Contractor shall not receive any adjustment to the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of- Effort contract, the Contractor shall be paid at the normal rate identified under the contract for attending the briefing.

COUNTERINTELLIGENCE TRAINING
The Contractor shall attend the Agency’s next available Counterintelligence and Security Program (CISP) briefing unless the Contractor has attended a CISP briefing within the past five calendar years. Failure to attend a briefing as required under this paragraph shall result in the termination of this contract and may preclude the initiation of any new contracts. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the Contractor shall not receive any adjustment to the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of-Effort contract, the Contractor shall be paid at the normal rate identified under the contract for attending the briefing.

REPORTING FOREIGN TRAVEL
Prior to any official foreign travel the IC must report to the Agency’s cognizant COSR any such travel in accordance with and any other guidelines that pertain to as well as with any succeeding guidelines to

REPORTING FOREIGN CONTACTS
The IC must report to the Agency’s cognizant COSR any unoffical contacts with foreign nationals in accordance with and any other guidelines that pertain to as well as with any succeeding guidelines to

SERVICING AGENCY AUTOMATED INFORMATION SYSTEMS (AIS) (Applies only to Independent Contractors with access to Agency Systems) It is understood and agreed that all processing of classified information will be conducted only on approved Agency AIS systems. All automated information systems utilized to process project information will be operated in accordance with the requirements of Director of Central Intelligence Directive 6/3 and In addition, the Contractor is subject to appropriate laws and other Federal laws relating to unauthorized disclosure of classified information.

20. COPYRIGHT (11/01) (Applies if the Independent Contractor prepares reports & studies).
21. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (11/01) (Applies when the Independent Contractor will perform work in Agency facilities.)
22. OVERSEAS EMERGENCY DEPARTURE (11/01)
23. OVERSEAS EMERGENCY MEDICAL TRAVEL (11/01)
will be submitted only to this Agency, and that adjudication of such claims by this Agency shall be final and conclusive.

<table>
<thead>
<tr>
<th>24. MISSING PERSONS (1/11)</th>
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<tbody>
<tr>
<td>In the event the Contractor is determined to be &quot;missing&quot; as defined in Agency regulations, the Contractor will continue to be under contract during the contract period of performance while missing; provided, however, that the Contractor will not be compensated for services provided during the period of missing. Compensation under this provision, when added to compensation for services previously rendered under the contract, may not exceed the total contract price. Unless excluded by explicit provisions of the Internal Revenue Code, amounts paid under this provision will be considered taxable income and will not be included on the Contractor's Form 1099.</td>
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<thead>
<tr>
<th>25. VEHICLE INSURANCE &amp; MOTOR VEHICLE ACCIDENTS (ALT III) - IC May Be Considered for Indemnification - Use of a Government-Owned Vehicle Authorized (1/11)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor is not an employee of the United States Government and shall be responsible for any liability, including liability to third parties, resulting from activities involving motor vehicles, including rental vehicles, privately-owned, and Government-owned vehicles. The IC may be considered for indemnification for costs incurred as a result of automobile accidents while in the course of using a rental vehicle, privately-owned, or Government-owned vehicle to perform contractual activities, as specified in the IC authorization to use a Government-owned vehicle for authorized purposes necessary for performance of this contract. (Transportation to or from an IC's residence is not an authorized use of a Government-owned vehicle.) The contractor shall provide the Contracting Officer or the Contracting Officer's authorized representative with oral notification of any accident or damage to a Government vehicle not later than 24 hours of the occurrence. The contractor shall follow up with written notice, detailing the accident, not later than 5 calendar days after the occurrence. The contractor will cooperate with any investigation the Government may undertake.</td>
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<tr>
<th>26. LIFE INSURANCE (1/11)</th>
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<tr>
<td>The Contractor is permitted to purchase (at Contractor's expense) a $100,000 unconditional term life insurance policy in its own name, payable to the beneficiary of choice through an Agency-administered program. If the Contractor decides to purchase such a policy, it will be taken out by the United States Government in its own name and will be effective immediately after administrative processing. This policy will terminate immediately upon completion of this contract.</td>
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<tr>
<th>27. INDEMNIFICATION (1/11)</th>
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<tr>
<td>For reasons of cost, operation and personnel security, the Contractor may possibly be considered for indemnification for the costs of legal representation by private counsel and for the amount of any judgment or fine resulting from the performance of this contract if, and only if, the contract includes this indemnification provision. This means that the Independent Contractor who, as a result of activities carried out within the scope of this contract, is sued, subpoenaed, or investigated in his or her individual capacity, or is subjected to investigative, administrative, professional, or State proceedings of any nature, may be indemnified under Section 8 of the Central Intelligence Agency Act of 1949, as amended, for the costs of legal representation by private counsel and for the amount of any judgment or fine entered against the person if the General Counsel, in his or her sole and non-revocable discretion, determines that the person appears to have been acting in good faith within the scope of this contract, that such indemnification would be in the interests of the Agency, and under all of the circumstances, taking into account the legal expenses and the amount of any judgment or fine, the indemnification would be fair and reasonable. Any decision regarding indemnification of the General Counsel shall be made by the Director of Central Intelligence in his sole and unreviewable discretion.</td>
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<tr>
<th>28. SERVICE AND CANCELLATION (1/11)</th>
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<tr>
<td>The Government agrees to provide, at a minimum, five (5) working days notice to the Contractor of any block of scheduled services to be provided hereunder is not required in its entirety. Under such circumstances, there are no costs to be borne by the Government in association with the cancellation of a scheduled block of services in its entirety. In the event that the Government fails to provide the indicated minimum notification, the Contractor may invoice the Government for such canceled blocks of scheduled appointments in accordance with the payment terms set forth herein unless, as may be determined by the Contracting Officer, that cancellation is due to an act of God (i.e., storm, unusual, unexpected, or irregular variation of a force of nature). In those instances where individual appointments, or a block of appointments, are canceled, the Contractor shall invoice and be paid for those services actually performed. The Independent Contractor Administrator (ICA) will be informed of all cancellations with less than the required five (5) working days notice for which the Government is to be invoiced. It is further understood and agreed that the Contractor shall provide the CITR a minimum of three (3) calendar weeks notice in the event that any block of services cannot be provided as scheduled. Failure to provide the indicated minimum notification shall be noted as part of the Contractor's performance assessment and taken into account when any renewal of service may be considered.</td>
</tr>
</tbody>
</table>
Mr. John Jessen

Subject: Contract No.: 2002-0095800-0000 Modification 1

Dear Mr. Jessen:

The purpose of this unilateral Modification Number 1 is to 1) increase contract funding, 2) increase the contract value from $135,000.00 by $55,500.00 to $190,500.00 and 3) Modify Independent Contractor Vehicle Insurance clause. Accordingly, the following changes are made:

Paragraph 2 is changed to read as follows:

2. Price: In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible agency official, the contractor will be paid a firm fixed price of $157,500.00. This amount will be disbursed as follows:

Task 1. For the satisfactory completion of consultation and recommendations for applying research methodology/CONUS: $1,000.00/per Day.
Task 2. For the satisfactory completion of conducting specified applied research projects/OCONUS: $1,500.00/per Day.

In addition to the above task fee, this contract also includes travel expenses not to exceed $30,000.00. Therefore, the total price of this contract is as follows:

<table>
<thead>
<tr>
<th>Task Fee</th>
<th>Travel</th>
<th>Total Contract Value</th>
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</thead>
<tbody>
<tr>
<td>$157,500.00</td>
<td>$30,000.00</td>
<td>$187,500.00</td>
</tr>
</tbody>
</table>

The contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope, until such time as additional funds may be committed by written modification to this contract.

Paragraph 25 is changed to read as follows:

25. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALT III) - IC May Be Considered for Indemnification: Use of a Government-Owned Vehicle Authorized (11/01)
The Contractor is not an employee of the United States Government and shall be responsible for any liability, including liability to third parties, resulting from activities involving motor vehicles, including rental vehicles, privately-owned, and Government-owned vehicles while overseas.
The IC may be considered for indemnification for costs incurred as a result of automobile accidents while in the course of using a rental vehicle, privately-owned, or Government-owned vehicle overseas to perform contractual activities, as specified in Agency regulation HR 7-
9(e)(1). The IC is authorized to use a Government-owned vehicle for authorized purposes necessary for performance of this contract while overseas. (Transportation to or from an IC's residence is not an authorized use of a Government-owned vehicle.) The contractor shall provide the Contracting Officer or the Contracting Officer's authorized representative with oral notification of an accident or damage to a Government vehicle not later than 24 hours of the occurrence. The contractor shall follow up with written notice, detailing the incident, not later than 5 calendar days after the occurrence. The contractor will cooperate with any investigation the Government may undertake.

For telephone inquiries relating to this action, please contact the Administrative Contracting Officer.

UNITED STATES GOVERNMENT

BY

Contracting Officer

CONFIDENTIAL

CLASSIFIED
Mr. John Jessen

Subject: Contract No.: 2002*1095800*000 Modification 2

Dear Mr. Jessen:

The purpose of this unilateral Modification Number 2 is to 1) increase contract funding and 2) increase the contract value from $187,500.00 by $80,000.00 to $267,500.00. Accordingly, the following changes are made:

Paragraph 2 is changed to read as follows:

2. **Price:** In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible agency official, the contractor will be paid a firm, fixed price of $237,500.00. This amount will be disbursed as follows:

   Task 1. For the satisfactory completion of consultation and recommendations for applying research methodology/CONUS: $1,600.00 per Day.
   Task 2. For the satisfactory completion of conducting specified research projects/CONUS: $1,500.00 per Day.

In addition to the above task fee, this contract also includes travel expenses not to exceed $30,000.00. Therefore, the total price of this contract is as follows:

<table>
<thead>
<tr>
<th>Task Fee</th>
<th>Travel</th>
<th>Total Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$237,500.00</td>
<td>$30,000.00</td>
<td>$267,500.00</td>
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The contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope, until such time as additional funds may be committed by written modification to this Contract.

For telephone inquiries relating to this action, please contact the Administrative Contracting Officer.

UNITED STATES GOVERNMENT

[Signature]

Contracting Officer
Statement of Work
John B. Jessen

1.0 BACKGROUND

1.1 The Sponsor has the need for someone familiar with conducting applied research in high-risk operational settings to provide consultation and research in the area of counter-terrorism and special operations.

2.0 PROJECT OBJECTIVES

2.1 Advise the Sponsor to help guide and shape the future direction of the Sponsor’s applied research efforts.

2.2 Provide consultation to the Professional Standards Advisory Committee (PSAC) regarding applied research in high-risk operational settings.

2.3 Provide the Sponsor with recommendations and suggested courses of action for applying research methodology to meet mission goals and objectives.

2.4 Conduct specified time-limited research projects identified by the Sponsor.

3.0 DELIVERABLES

3.1 Provide consultation and recommendations for applying research methodology to meet the Sponsor’s goals and objectives on a level of effort basis.

3.2 Conduct specified applied research projects on a level of effort basis.

4.0 PERIOD OF PERFORMANCE

4.1 The period of performance will be for one (1) year with the option of one (1) additional year.

5.0 PERSONAL QUALIFICATIONS

5.1 Sponsor requires and expert in conducting applied research in high-risk operational settings to provided consultation and research in the area of counter-terrorism and covert action/covert influence operations.

6.0 SECURITY
Clearance within six (6) months of signing the contract.

Contractor can start work at the SECRET level but should receive a TS/SCI supplement that some products may be classified TOP SECRET/NOFORN. This contract will be classified SECRET/NOFORN initially. However, it is
6. See the Contractor Data Classification Guide, Work and Written Reports from
### Contract Data Classification Guide

<table>
<thead>
<tr>
<th>ITEM (as applicable)</th>
<th>Maximum Classification</th>
<th>Classification Reason</th>
<th>Derived From</th>
<th>DecID</th>
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<tbody>
<tr>
<td>l. ASSOCIATION</td>
<td>Confidential</td>
<td>1 3 (c)</td>
<td>X1</td>
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<tr>
<td>II. GOVERNMENT FURNISHED DATA &amp; HARDWARE:</td>
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<tr>
<td>A. Statement of Work</td>
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<tr>
<td>B. Technical Information (includes only discussions)</td>
<td>S</td>
<td>1 3 (c)</td>
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<tr>
<td>C. Specifications</td>
<td>N/A</td>
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<tr>
<td>D. Drawings &amp; Graphics</td>
<td>N/A</td>
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<td>E. Computer Software</td>
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<tr>
<td>F. Communications Security (COMSEC)</td>
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<tr>
<td>G. Govt. Furnished Equipment (includes hardware from prior contract)</td>
<td>N/A</td>
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<td>D. Computer Software</td>
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### Statement of the Critical Security Elements of Procurement (excluding associations): All classified work must be conducted in secure Sponsor-approved facilities.
## Independent Contractor (IC) Contract

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<th>Contract Number</th>
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</table>

**Task Description**

See page 2 for Task Description and Price details.

☐ If checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and performance indicates acceptance.

Independent Contractor: [Name]  Date: [Date]

Contracting Officer: [Name]  Date: [Date]

---

### Classification of Association

The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.

### Classification of Contract Work

The work to be performed under this contract is classified at the UNCLASSIFIED level.

### Classification of Hardware

Hardware delivered under this contract is classified at the UNCLASSIFIED level.

### Classification of Reports

Reports produced under this contract are classified at the UNCLASSIFIED level.

### Classification of Statement of Work (SOW)

The Statement of Work (SOW) for this contract is classified at the UNCLASSIFIED level.

---

UNCLASSIFIED
1. SERVICES (ALT I) (FEE FOR TASK) (03/03)
The Independent Contractor (IC) shall provide the following tasks:

Task 1: Adapt, modify and/or develop a model for consulting with the Intelligence Community that is appropriate for use in operational settings and prepare written documents, which outline the consultative model developed in 3.1. NLT 12 June 2004
Task 2: Develop briefing and training materials for use in training Sponsor’s operational psychologists. NLT 12 June 2004
Task 3: Conduct two (2) formal training sessions for Sponsor. NLT 12 June 2004

2. PRICE (ALT II) (FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (03/03)
In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the IC will be paid a firm, fixed price of $99,900. This amount will be disbursed as follows:

Task 1: Adapt, modify and/or develop a model for consulting with the Intelligence Community that is appropriate for use in operational settings and prepare written documents, which outline the consultative model developed in 3.1. Initial $25,000; Final $18,000
Task 2: Develop briefing and training materials for use in training Sponsor’s operational psychologists. $30,000
Task 3: Conduct two (2) formal training sessions for Sponsor. $6,000 (2 each at $3,000. May be billed separately)

In addition to the above task fee, this contract also includes travel expenses not to exceed $20,400 and ODC’s not to exceed $500. Therefore, the total price of this contract is as follows:

<table>
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<th>Task Fee</th>
<th>Travel &amp; ODC's</th>
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<td>$79,000</td>
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3. PERIOD OF PERFORMANCE (03/03)
The period of performance of this contract shall be from 13 June 2003 to 12 June 2004.

4. IC TRAVEL (ALTERNATIVE I) (03/03) Travel Costs are a Separate Contract Line Item from the Service Line Item(s)
Travel costs are not included in the IC’s base service fee. However, travel costs are part of the overall contract value. The IC will invoice and be paid necessary costs incurred in connection with travel as authorized by the Government.

- Invoicing and reimbursement for travel lodging and meals and incidentals (M&I) expenses will be limited to the lesser of:
  a. The rates and allowances in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the contiguous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation; or
  b. The alternate rate (if any) established by the component funding the contract.

- Airfare or other transportation costs shall be invoiced and reimbursed to the extent that the costs comply with the provisions of section 301.10 (transportation, excluding Fly America provisions) of the Federal Travel Regulations (FTRs) and the policies of the component that is funding the contract. Business class travel may be allowable if it is in accordance with the terms of section 301.10.124 of the FTRs and the policies of the component that is funding the contract. Business class travel must be approved in advance by the component that is funding the contract.

In special or unforeseen situations, costs in excess of the above limits may be allowed, subject to the approval of the Contracting Officer and the Approving Officer of component that is funding the travel. Such approval must be obtained in advance, unless the circumstances were unforeseen (e.g., inclement weather conditions). A scheduled event (e.g., the Olympics) cannot be considered to be an unforeseen circumstance. Thus, advance approval would be required to invoice costs in excess of the above limits.
5. **NON PUBLICITY (03/03)**

It is a material condition of this contract that the IC shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation does not expire upon completion or termination of this contract, but continues indefinitely. The IC may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. It is further agreed that this contractual relationship shall not be disclosed except as allowed by law or regulation.

6. **ELECTRONIC INVOICING (03/03)**

Invoices may be submitted as tasks or sub-tasks are completed, but not more often than once a month.

If the IC has access to the e-invoicing system (which resides on the Agency Data Services Network), the IC shall submit all invoices electronically via the e-invoicing system in accordance with the procedures for that system. The IC may use the e-invoicing system to directly check the status of invoices the IC has submitted via that system.

If the IC does not have access to the e-invoicing system, the IC shall submit hard copy invoices to the IC’s Independent Contract Administrator (ICA), who in turn shall input the data into the e-invoicing system. The hard copy invoices submitted by the IC to the ICA shall be proper and complete. To be considered proper and complete, an invoice must include:

- a. the IC’s name;
- b. an invoice number;
- c. the invoice date;
- d. the contract number;
- e. a description of the tasks and price for services actually rendered;
- f. dates services performed;
- g. the IC’s signature; and,
- h. any other information or documentation required by this contract.

If the IC is working at a field location that precludes the IC from having access to the e-invoicing system, or that precludes the IC from presenting invoices directly to the ICA, the IC is to present proper and complete invoices to the Chief of the Installation or designee. The Chief of Installation or designee is then responsible for transmitting the invoice information to the ICA in accordance with internal procedures.

The payment periods designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in the CFO. Vendor Payments via the e-Invoice system.

For invoices submitted via an ICA (either directly or through the Chief or the Chief’s designee at a field installation), the IC shall directly prepare invoices for transmission to the ICA regarding the status of previously submitted invoices.

7. **ELECTRONIC FUNDS TRANSFER (03/03)**

Payments under this contract shall be made by the Government by electronic funds transfer only. The IC shall designate a financial institution for receipt of electronic funds transfer payments and shall submit the proper information to the Contracting Officer on a Standard Form 1199A or an alternate form provided by the Contracting Officer. In the event the IC, during the performance of this contract, elects to designate a different financial institution for the receipt of payment, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective. IC’s failure to properly designate a financial institution or to provide appropriate payer bank account information will delay payments.

8. **PROMPT PAYMENT (03/03)**

The IC is entitled to payment in accordance with the Prompt Payment Act. Specifically, the due date for making invoice payments shall be the 30th (calendar) day after the designated billing office has received a proper invoice from the IC. Payment shall be considered as being made on the day the electronic funds transfer is made. An interest penalty shall be paid if payment is not made by the due date and

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UNCLASSIFIED
a proper invoice was received by the designated billing office.

9. TERMINATION (03/03)
   This contract may terminate earlier than the end of the period of performance for any of the following reasons:
   a. If the Contracting Officer determines that a real or potential conflict of interest exists with respect to the relationships
      described in the “Rules of Conduct/Conflict of Interest” paragraph below, the Government may terminate this contract upon
      ten (10) days notice.
   b. Upon thirty (30) days notice by either party for any reason.
   c. By the Director of Central Intelligence or designee, in accordance with the Director’s non-reviewable discretion, when
      termination is in the interests of the United States.
   d. When the Contracting Officer determines that the IC has failed to fully comply with the security requirements of this
      contract as a result of the willful misconduct or lack of good faith

Upon termination of this contract, the IC will be required to turn in his/her badge or any other items of identification issued by this
Agency as well as any Government-purchased, owned or provided property. Termination or expiration of this agreement will not release
the IC from the security restrictions or from the obligations of any security oath that he or she may have taken. In event of termination,
the Government shall be liable only for payment for services rendered prior to the effective date of termination.

10. FOREIGN TRAVEL (03/03)
   On return from official or personal travel outside the United States, the IC shall report to the cognizant Contracting Officer's Security
   Representative (COSR) any unusual incidents, including incidents of potential security concern, encountered during such travel.

11. FOREIGN CONTACTS (03/03)
   The IC shall report to the cognizant Contracting Officer’s Security Representative (COSR) all contacts with individuals of any foreign
   nationality, other than the IC’s official activity, in which: (a) illegal or unauthorized access is sought to classified or other sensitive information; or (b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a

12. TAX AND LICENSES (03/03)
   This contract is written to the best of the Government’s ability to conform to Internal Revenue Service tax guidelines for independent
   Contractors as presently known. Tax concerns of the IC should be discussed with a tax consultant attorney, on an unclassified basis. If
   classified information is involved, the IC's tax consultant or attorney must be cleared by the Government and approval must be received
   from the ICA and COSR prior to discussing any classified information with the tax consultant attorney. No taxes will be withheld from
   the contract price. It is the responsibility of the IC to report such income under existing federal, state, and self-employment (Social
   Security) income tax laws and regulations. The IC is also responsible for obtaining any necessary business licenses and paying any
   Federal, state, or local taxes.

13. EXECUTION OF DOCUMENTS (03/03)
   If, during performance under this contract, the IC assumes the custody of United States Government funds or takes possession of property
   of any nature whatsoever and wherever situated, which property has in fact been purchased with monies of the United States Government,
   the IC hereby recognizes and acknowledges the existence of a trust relationship, either express or constructive, and agrees to execute
   whatever documents may be required by the Government to evidence this relationship

14. STATUS (03/03)
   The IC's legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as appointing
   the IC into the civil service of the United States, implying the creation of an employer-employee relationship, or establishing any
   entitlement to federal retirement benefits or any other federal employee benefits, such as benefits under the Federal Employees’
   Compensation Act. If the IC feels such a situation exists, he/she is obligated to inform immediately the Contracting Officer.

15. INSURANCE (03/03)
   The IC assumes all risks associated with his/her performance under this contract. As such, the IC is encouraged to obtain appropriate
   insurance (e.g., liability, health, automobile, disability, professional, etc.) to cover such risks. The IC acknowledges that, unless otherwise
   provided in this contract, the IC will not be reimbursed for any insurance related costs.

16. RULES OF CONDUCT (03/03)
   If work will occur on Government premises, the IC acknowledges that the Agency has a zero tolerance policy for harassing behavior as
   defined in AR 9-2. Any IC who is found to be culpable in incidents of harassment on Government premises may be ejected from the
   premises and denied further access. As a specific condition of this contract, the IC agrees to observe and be bound by all conduct
   regulations of this Agency.
17. CONFLICT OF INTEREST (03/03)
The IC agrees to provide, upon request, a listing of relationships and activities which are external to this Agency, and it is understood that such listing shall be reviewed by appropriate members of this Agency for the purpose of determining whether a real or potential conflict of interest exists.

18. SECRECY AGREEMENT (03/03)
This contract specifically incorporates the provisions of all secrecy agreements signed by the IC in consideration for service with this organization, including pre-publication requirements.

19. MERGER CLAUSE (03/03)
The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the IC's engagement and that no promises or covenants pertaining to rights, privileges, or provisions other than those expressly stipulated in writing in this agreement or any written modification thereto shall be binding on the United States Government.

20. CHOICE OF LAW (03/03)
This agreement is to be interpreted under the laws of the United States of America and the U.S. common law.

21. COPYRIGHT (03/03) (Applies if the Independent Contractor prepares reports & studies).
The IC agrees not to register or allow to be registered any claim to copyright consisting of any work subject to copyright that is first produced in the performance of this contract without prior written permission of the Contracting Officer. When a claim to copyright is made by registration with the U.S. Copyright Office, the IC shall affix the appropriate copyright notice of 17 U.S.C. 401 and 402 and acknowledgment of Government sponsorship to such data when delivered to the Government, as well as when the works are published and/or deposited for registration with the U.S. Copyright Office. In such cases, the IC grants to the Government, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

The IC also agrees, upon request from the Contracting Officer, to assign copyright in works first produced in the performance of this contract to the United States Government where the works are intended for the Government's internal use only, as determined by the Contracting Officer. Copyright may also be assigned to the Government where the copyrighted works are unsuitable for commercial exploitation because of the subject matter or lack of commercial capabilities, as mutually determined by the parties to this contract. The IC agrees to execute all applicable documents necessary to effectuate the assignment.

To be consistent with Executive Order 13333, the IC may be required to attribute the Agency as the source of the material. This requirement applies regardless of whether the materials are copyrighted or not.

22. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (03/03)
When Agency employees have been officially released from work, the IC must work in accordance with the terms of this contract, unless (a) the Government prohibits the IC from working; or (b) the work requires interaction with released Government employees. If the workplace is accessible, then the IC shall continue performance. If the workplace is inaccessible, then the IC may be entitled only to additional time to complete performance as determined by the Contracting Officer. If this contract is a Fixed-Price Level-of-Effort or Labor-Hour contract, the IC shall be paid only for the hours worked.

23. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (03/03) – IC Solely Responsible; Use of a Government-Owned Vehicle Not Authorized
The IC is not an employee of the United States Government and shall be solely responsible for any liability, including liability to third parties, resulting from activities involving motor vehicles, including rental vehicles or privately-owned vehicles. Such expenses shall not be reimbursed in whole or in part by the Government. The IC is not authorized to use a Government-owned vehicle for performance of this contract.

24. SERVICE AND CANCELLATION (03/03)
The Government agrees to provide, at a minimum, five (5) working days notice in the event that any block of scheduled services to be provided hereunder is not required in its entirety. Under such circumstances, there are no costs to be borne by the Government in association with the cancellation of a scheduled block of services in its entirety. In the event that the Government fails to provide the indicated minimum notification, the IC may invoice the Government for such canceled blocks of scheduled appointments in accordance with the payment terms set forth herein unless, as may be determined by the Contracting Officer, such cancellation is due to an act of God (i.e. singular, unexpected and irregular variation of a force of nature). In those instances where individual appointments, vice an entire scheduled block of appointments are canceled, the IC shall only invoice and be paid for those services actually performed. The Independent Contractor Administrator (ICA) will be informed of all cancellations with less than the required five (5) working days notice for which the Government is to be invoiced. It is further understood and agreed that the IC shall provide the ICA a minimum of three (3)
calendar weeks notice in the event that any block of services cannot be provided as scheduled. Failure to provide the indicated minimum notification shall be noted as part of the IC's performance assessment and taken into account when any renewal of service may be considered.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer(s) is renewed. ☐ is not renewed.

12. Accounting and Appropriation Data Provided

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ This change order is issued pursuant to (specify authority). The changes set forth in Item 14 apply to the Contract Order No. in Item 15.

☐ This supplemental change order is issued pursuant to the authority of FAR 43.100(b).

☐ This supplemental agreement is entered into pursuant to Authority of  

☐ OTHER (specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return one (1) copy to the issuing

SEE PAGE 2

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

[Document text continues with signatures and dates]
The purpose of Modification No. 01 is to:

- Change the contract number from 2003*1508200*000 to 2003*H508200*000.
- Change the COSR to
- Change the Contracts Team to DST/Contracts, Washington DC 20505. The ACO will be
- Change the COTR to

All other terms and conditions remain unchanged and in full force and effect.
STATEMENT OF WORK

Consultation Model for Operational Psychologists

April 2003

UNCLASSIFIED

1 of 3
Statement of Work

1.0 BACKGROUND

1.1 Sponsor provides consultation and training in the area of operational assessment to customers in the Intelligence Community. As such, Sponsor has the need for psychologists who are trained and experienced in conducting psychological assessments and psychological consultation in high risk operational settings to train new psychologist who have recently been employed by Sponsor.

2.0 PROJECT OBJECTIVES

2.1 Develop a consultative model for use by Sponsor in operational settings.

2.2 Train Sponsor in the use of the consultative process in operational settings.

2.3 Provide the suggested courses of action for applying research methodology to meet mission goals and objectives by enhancing the consultative process and resultant psychological assessment conducted by Sponsor in operational settings.

2.4 Conduct specified, time-limited research projects identified by in support of operational psychology.

3.0 DELIVERABLES

3.1 Adapt, modify and/or develop a model for consulting with the Intelligence Community that is appropriate for use in operational settings.

3.2 Prepare written documents which outline the consultative model developed in 3.1. (Draft $25K; Final $18K)

3.3 Develop briefing and training materials for use in training Sponsor’s operational psychologists. ($30K)

3.4 Conduct two (2) formal training sessions for Sponsor. ($5K)
4.0 PROJECT MANAGEMENT

4.1 The Contractor will plan and manage the project to successfully complete the tasks and provide all the deliverables as defined in this SOW. The Sponsor's COTR will be provided by

5.0 PERIOD OF PERFORMANCE

5.1 The period of performance will be for one (1) year.

6.0 PERSONAL QUALIFICATIONS

6.1 Sponsor requires psychologists and other specialists with proven experience and expertise in providing psychological consultation in high-risk operational settings in the area of counter-terrorism, covert action, and operational psychology.

7.0 SECURITY

7.1 The association of the Contractor with Sponsor is classified UNCLASSIFIED. Technical discussions, work and written reports from this contract will be classified UNCLASSIFIED

UNCLASSIFIED

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## CONFIDENTIAL CONTRACT DATA CLASSIFICATION GUIDE

### Contractor
John B. Jensen, Ph.D.

### Classifier's Employee #:  

### Contract Number: TBD  
Date: 04/08/03

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</tr>
<tr>
<td>II. GOVERNMENT-FURNISHED DATA &amp; HARDWARE</td>
<td>U</td>
<td>N/A</td>
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</tr>
<tr>
<td>A. Statement of Work</td>
<td>U</td>
<td>N/A</td>
<td>U</td>
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</tr>
<tr>
<td>B. Technical Info (includes design data)</td>
<td>U</td>
<td>N/A</td>
<td>U</td>
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</tr>
<tr>
<td>C. Specifications</td>
<td>U</td>
<td>N/A</td>
<td>U</td>
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<tr>
<td>D. Drawings and Graphics</td>
<td>U</td>
<td>N/A</td>
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<td>E. Computer Software</td>
<td>U</td>
<td>N/A</td>
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<tr>
<td>F. Communications Security (CANDIA) Material</td>
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<tr>
<td>G. Govt Furnished Equipment (includes hardware from prior contract)</td>
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<td>N/A</td>
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<tr>
<td>H. Other - identify on attached sheet</td>
<td>U</td>
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<table>
<thead>
<tr>
<th>III. CONTRACTOR PRODUCED DATA AND HARDWARE</th>
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</thead>
<tbody>
<tr>
<td>A. Reports as described in contract</td>
<td>U</td>
</tr>
<tr>
<td>1. Monthly or Preliminary Technical Report</td>
<td>U</td>
</tr>
<tr>
<td>2. Quarterly or Interim Report</td>
<td>U</td>
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<tr>
<td>3. Annual Report</td>
<td>U</td>
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<td>4. Final Report</td>
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<tr>
<td>B. Manuals</td>
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<tr>
<td>C. Drawings and Graphics</td>
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<tr>
<td>D. Computer Software</td>
<td>U</td>
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<tr>
<td>E. Test Data, Computer Programs, etc.</td>
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<tr>
<td>F. Hardware</td>
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<tr>
<td>1. Component</td>
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<td>2. Sub-System</td>
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<td>3. Breadboard</td>
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<td>4. Prototype or Engineering</td>
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<td>5. System of Finished Product</td>
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<td>6. Other - identify on attached sheet</td>
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| IV. STATEMENT OF THE CRITICAL SECURITY ELEMENTS OF PROCUREMENT (excluding association) |  |

CONFIDENTIAL
# Independent Contractor (IC) Contract - Classified

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Mod #</th>
<th>Effective Date</th>
<th>Target Date</th>
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<tr>
<td>2013-1310208-000</td>
<td></td>
<td>01 January 2003</td>
<td>31 December 2003</td>
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</tbody>
</table>

**Issuing Office**

- **Name:** Contracting Officer
- **IC Name:** John B. Jensen
- **Address:**
- **Telephone #:**

**Contracting Officer**

- **Name:**
- **IC SSN:**
- **IC Vendor Code:**

**Contracting Officer's Security Representative (COSR)**

- **Name:**
- **Telephone #:**

**Invoicing Instructions**

- **See Electronic Invoicing Clause**
- **Total Contract Price:** $348,000.00

**Task Description**

See page 2 for Task Description and Price details

☐ [ ] If checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and performance is voluntary.

**CLASSIFICATION OF ASSOCIATION**

- The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.

**CLASSIFICATION OF CONTRACT WORK**

- The work to be performed under this contract is classified at the SECRET level.

**CLASSIFICATION OF HARDWARE**

- Hardware delivered under this contract is classified at the UNCLASSIFIED level.

**CLASSIFICATION OF REPORTS**

- Reports produced under this contract are classified at the SECRET level.

**CLASSIFICATION OF STATEMENT OF WORK (SOW)**

- The Statement of Work (SOW) for this contract is classified at the SECRET level.

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**UNCLASSIFIED**
Contract No. 2003*1310200*0000

IC Name: John Jessen

1. SERVICES (ALT A) (FREE FOR TASKS) (11/01)
The Contractor shall provide the following tasks:
Task 1: Provide consultation and recommendations for applying methodology
Task 2: Conduct specific applied research projects

2. PRICE (ALT B) (FREE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (11/01)
In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the contractor will be paid a firm, fixed price of $348,060.00. This amount will be disbursed as follows:

Task 1. For the satisfactory completion of consultation and recommendation for applying methodology:
$3,000.00 per day.
Task 2. For the satisfactory completion of conducting specific applied research projects:
$1,500.00 per day.

In addition to the above task fee, this contract also includes travel expenses not to exceed $45,000.00. Therefore, the total price of this contract is as follows:

<table>
<thead>
<tr>
<th>Task Fee</th>
<th>Travel</th>
<th>Total Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$270,000.00</td>
<td>$76,500.00</td>
<td>$346,500.00</td>
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</table>

3. IC TRAVEL (ALTERNATE D) (11/01) Travel costs are a separate Contract Line Item from the Service Line Item (ALT). Travel costs are not included in the IC's base service fee. However, travel costs are part of the overall contract value. The IC will invoice and be paid necessary costs incurred in connection with travel as authorized by the Government.

- Invoicing and reimbursement for travel lodging and meals and incidental (M&IE) expenses will be limited to the lesser of:
  a. The rates and allowances in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the contiguous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation; or
  b. The alternate rate (if any) established by the component funding the contract.

- Airfare or other transportation costs shall be invoiced and reimbursed to the extent that the costs comply with the provisions of section 301.10 (transportation, including Fly America provisions) of the Federal Travel Regulations (FTRs) and the policies of the component that is funding the contract. Business class travel may be allowable if it is in accordance with the terms of section 301.10 of the FT Rs and the policies of the component that is funding the contract. Business class travel must be approved in advance by the component that is funding the contract.

- In special or unforeseen situations, costs in excess of the above limits may be allowed, subject to the approval of the Contracting Officer and the approving official of the component that is funding the travel. Such approval is subject to the advance, unless the circumstances were unforeseen (e.g., incidents of civil unrest or natural disaster). A scheduled event (e.g., the Olympics) cannot be considered to be an unforeseen circumstance. Thus, advance approval would be required to invoice costs in excess of the above limits. Funds for travel expenses under this contract will be advanced to the IC. All travel reimbursements under this contract are considered taxable income and will appear on the IC's Form 1099. Thus, the IC is to retain travel receipts for tax purposes; receipts are not to be submitted with the invoice. The Government has the right to examine such receipts for the purpose of verifying invoices.

4. NON PUBLICITY (11/01)
It is a material condition of this contract that the Contractor shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation does not expire upon completion or termination of this contract, but continues indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. It is further agreed that this contractual relationship shall not be disclosed except as allowed by law or regulation.

5. ELECTRONIC INVOICING (03/02)
Invoices may be submitted as tasks or sub-tasks are completed, but not more often than once a month.

If the IC has access to the e-Invoicing system (which resides on the Agency Data Services Network), the IC shall submit all invoices electronically via the e-Invoicing system, in accordance with the procedures for that system. The IC may use the e-Invoicing system to directly check the status of invoices the IC has submitted via that system.

If the IC does not have access to the Independent Contract Administrator (ICA), who in turn shall input the data into the e-Invoicing system. The hard copy invoices submitted by the IC to the ICA shall be proper and complete. To be considered proper and complete, an invoice must include:

Page 2 of 6

UNCLASSIFIED
Contract No. 2003-JS102010-0000

a. the IC's name;
b. an invoice number;
c. the invoice date;
d. the contract number;
e. a description of the tasks and price for services actually rendered;
f. dates services performed;
g. the IC's signature and;
h. any other information or documentation required by this contract.

If the IC is working at a field location that precludes the IC from having access to the e-invoicing system, or that precludes the IC from presenting invoices directly to the IC, the IC is to present proper and complete invoices to the Chief of the Installation or designee. The Chief of Installation or designee is then responsible for transmitting the invoice information to the ICA in accordance with Internal procedures.

The payment periods designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in the e-invoicing system.

For invoices submitted via an ICA (either directly or through the Chief or the Chief's designee at a field installation), the ICA shall direct inquiries to the ICA regarding the status of previously submitted invoices.

6. ELECTRONIC FUNDS TRANSFER (11/01)

Payments under this contract shall be made by the Government by electronic funds transfer only. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit the proper information to the Contracting Officer on a Standard Form 1199A or an alternate form provided by the Contracting Officer. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of payment, notification of such change and the required information specified above must be received by the appropriate Government official 10 days prior to the date such change is to become effective. Contractor's failure to properly designate a financial institution or to provide appropriate account information will delay payment.

7. PROMPT PAYMENT (11/01)

The Contractor is entitled to payment in accordance with the Prompt Payment Act. Specifically, the due date for making invoice payments shall be on the 20th (calendar) day after the designated billing office has received a proper invoice from the Contractor.

Payment shall be considered as being made on the day the electronic funds transfer is made. An interest penalty shall be paid if payment is not made by the due date and a proper invoice was received by the designated billing office.

8. TERMINATION (11/01)

In addition to either party's common law right to terminate the contract for default, this contract may terminate earlier than the target date based on page one for any of the following reasons:

(a) If the Contracting Officer determines that a real or potential conflict of interest exists with respect to the relationships described in the "Rules of Conduct/Conflict of Interest" paragraph below, the Government may terminate this contract upon ten (10) days notice.
(b) Upon thirty (30) days notice by either party for any reason.
(c) By the Director of Central Intelligence or designee, in accordance with the Director's non-reviewable discretion, termination is deemed necessary or advisable in the interest of the United States.
(d) When the Contracting Officer determines that the IC has failed to comply with the security requirements of this contract as a result of the willful misconduct or lack of good faith.

Upon termination of this contract, the Contractor will be required to return his/her budget or any other items of identification issued by this Agency as well as any Government purchased, owned or provided property.

Termination or expiration of this agreement will not release the Contractor from the security restrictions or from the obligations of any security with that he or she may have taken.

9. FOREIGN TRAVEL (11/01)

On return from official or personal travel outside the United States, the IC shall report to the cognizant Contracting Officer's Security Representative (CSR) any unusual incidents, including incidents of potential security concern, encountered during such travel.

10. FOREIGN CONTACTS (11/01)

The IC shall report to the cognizant Contracting Officer's Security Representative (CSR) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which: a) illegal or unauthorized access is sought to classified or other sensitive information, or b) the IC is concerned that hostile may be the target of a steal or attempted exploitation by a foreign entity.

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UNCLASSIFIED
13. TAX AND LICENSES (11/01)
This contract is written to the best of the Government's ability to conform to Internal Revenue Service tax guidelines for Independent Contractors as presently known. Tax concerns of the Contractor shall be discussed with a tax consultant or attorney. If classified information is involved, the Contractor's tax consultant or attorney must be cleared by the Government prior to any such classified discussions. No taxes will be withheld from the contract price. It is the responsibility of the Contractor to report such income under existing federal, state, and self-employment (Social Security) income tax laws and regulations. The Contractor is also responsible for obtaining any necessary business licenses and paying any Federal, state, or local taxes.

12. EXECUTION OF DOCUMENTS (11/01)
If, during performance under this contract, the Contractor assumes the custody of United States Government funds or takes possession of property of any nature whatsoever and wherever situated, which property has in fact been purchased with assets of the United States Government, the Contractor hereby recognizes and acknowledges the existence of a trust relationship, either express or constructive, and agrees to execute whatever documents may be required by the Government to evidence this relationship.

13. STATUS (11/01)
The Contractor's legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as appointing the Contractor into the civil service of the United States, implying the creation of an employer-employee relationship, or establishing any entitlement to federal retirement benefits or any other federal employee benefits, such as benefits under the Federal Employees' Compensation Act. If the Contractor feels such a situation exists, he/she is obligated to inform immediately the Contracting Officer.

14. INSURANCE (11/01)
The Contractor assumes all risks associated with the Contractor's performance under this contract. As such, the Contractor is encouraged to obtain appropriate insurance (e.g., liability, health, automobile, disability, professional, etc.) to cover such risks. The Contractor acknowledges that, unless otherwise provided in this contract, the contractor will not be reimbursed for any insurance-related costs.

15. RULES OF CONDUCT/CONFLICT OF INTEREST (11/01)
If work will occur on Government premises, the Contractor acknowledges that the Agency has a zero-tolerance policy for harassing behavior. Any Contractor who is found to be culpable in incidents of harassment on Government premises may be removed from the premises and denied further access. As a specific condition of this contract, the Contractor agrees to observe and be bound by all conduct regulations of this Agency. The Contractor further agrees to provide, upon request, a listing of relationships and activities which are external to this Agency, and it is understood that such listing shall be reviewed by appropriate members of this Agency for the purpose of determining whether a real or potential conflict of interest exists.

16. SECURITY AGREEMENT (11/01)
This contract specifically incorporates the provisions of all security agreements signed by the Contractor in consideration for service with this organization, including pre-publication requirements.

17. MERGER CLAUSE (11/01)
The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the Contractor's engagement and that all promises or commitments pertaining to rights, privileges, or provisions other than those expressly stipulated in writing in this agreement or any written modification thereto shall be binding on the United States Government.

18. CHOICE OF LAW (11/01)
This agreement is to be interpreted under the laws of the United States of America and the U.S. common law.

19. CLEARANCE & POLYGRAPH REQUIREMENTS - ISSA/TS (11/01) (Applies if the IC must have an ISSA/TS (staff-like) clearance.)
The IC will have access to the Agency's computer system and unclassified access to the Agency's Government facilities. The IC must possess an ISSA/TS clearance upon starting work on this contract and is required to undergo polygraph testing for counterintelligence and lifestyle issues prior to the clearance being granted and periodically thereafter. Additionally, the following provisions apply to ICs with ISSA/TS clearances:

FINANCIAL DISCLOSURE
The IC who has staff-like (ISSA/TS) access, who is currently cleared for both unclassified physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDF-444V) by the annual deadline established by the Agency. The FDF-444V is available for electronic submission via a database on the Agency Data Services Network (ADSN). The database can be accessed from the AGNS Database Catalog, under the title of Financial Disclosure Forms. If the IC has ADSN access, the IC must utilize the on-line database when filing; If the IC works at a location which does not have connectivity to the ADSN, the IC will complete and submit the FDF-444V in hard copy in accordance with instructions provided by the Agency. If the IC does not receive an electronic FDF-444V, the IC is to contact the COSR.

AGENCY INFORMATION SECURITY TRAINING

Page 4 of 6

UNCLASSIFIED
The Contractor shall attend all mandated Agency Information Security Courses (AISC). Failure to attend briefing as required under this paragraph shall result in the termination of this contract and may preclude the initiation of any new contracts. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the Contractor shall not receive any adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of-Effort contract, the Contractor shall be paid at the normal rate identified under the contract for attending the briefing.

COUNTERINTELLIGENCE TRAINING
The Contractor shall attend the Agency’s next available Counterintelligence and Security Program (CISP) briefing unless the Contractor has attended a CISP briefing within the past five calendar years. Failure to attend briefing as required under this paragraph shall result in the termination of this contract and may preclude the initiation of any new contracts. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the Contractor shall not receive any adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of-Effort contract, the Contractor shall be paid at the normal rate identified under the contract for attending the briefing.

REPORTING FOREIGN TRAVEL
Prior to any unofficial foreign travel the IC must report to the Agency’s cognizant OSR any such travel in accordance with and any other guidelines that pertain to

REPORTING FOREIGN CONTACTS
The IC must report to the Agency’s cognizant OSR any unofficial contacts with foreign nationals in accordance with and any other guidelines that pertain to

SERVICING AGENCY AUTOMATED INFORMATION SYSTEMS (AIS) (Applies only to Independent Contractors with access to Agency Systems) It is understood and agreed that all processing of classified information will be conducted only on approved Agency AIS systems. All automated information systems utilized to process proper information will be operated in accordance with the requirements of Director of Central Intelligence Directive 6/3 and In addition, the Contractor is subject to espionage laws and other Federal laws relating to unauthorized disclosure of classified information.

20. COPYRIGHT (11/01) (Applies if the Independent Contractor prepares reports & studies)

a. The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright consisting of any data first produced in the performance of this contract without prior written permission of the Contracting Officer. The contractor also agrees not to assign copyright to the United States Government where the materials to be copyrighted are intended for internal use only and are unsuitable for commercial exploitation because of the subject matter or lack of commercial capability. When a claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 and 402 and acknowledgment of Government sponsorship to such data when delivered to the Government, as well as when the data is published under a government contract. The Contractor grants to the Government, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

b. To be consistent with Executive Order 12333, the Contractor may be required to attribute the Agency as the source of the materials.

This requirement applies regardless of whether the materials are copyrighted or not.

21. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (10/01) (Applies when the Independent Contractor will perform work in Agency facilities)

When Agency facilities have been officially closed from work, the Contractor must work in accordance with the terms of this contract, unless: (1) the Government prohibits the Contractor from working, or (2) the work requires interaction with the released Government employees. If the workplace is accessible, then the Contractor shall continue performance. If the workplace is inaccessible, then the Contractor may be entitled only to additional time to complete performance as determined by the Contracting Officer. If this contract is a Fixed Price Level-of-Effort contract, the IC shall be paid for only the hours worked.

22. OPERATIONAL EXPENSES (1/01)

The Contractor will be advanced or reimbursed funds not to exceed $1,500.00 for necessary operational expenses as specifically approved by the Agency. Such funds will be subject to reimbursement and accounting as directed by the Agency. These expenses shall be funded and reimbursed outside of the contract.

23. OVERSEAS EMERGENCY DEPARTURE (11/01)

In the event of sudden breakdown of local law and order, civil or military uprising, war or other dangerous situations, such as a catastrophe or a natural disaster that seriously threatens personal safety, the United States Government, at its discretion, may attempt to arrange emergency departure for the Contractor or may reimburse reasonable, and necessary departure costs incurred by the Contractor.

Page 5 of 6

UNCLASSIFIED
Contract No. 2003*1310200*0000

IC Name: John Jessen

24. OVERSEAS EMERGENCY MEDICAL TRAVEL (11/01)
In the event the Contractor travels overseas to perform provisions of the contract, the Government agrees to reimburse the cost of reasonable and necessary travel or transportation expenses, as approved by the Agency in its sole discretion, to Spokane, WA in the event of Contractor’s illness, injury, or death which occurs while overseas. It is understood and agreed that eligibility will be based upon the Contractor’s compliance with applicable Agency rules, regulations, and policies. It is further understood that all travel expense claims will be submitted only to this Agency, and that adjudication of such claims by this Agency shall be final and conclusive.

25. MISSING PERSONS (11/01)
In the event the Contractor is determined to be “missing” as defined in Agency regulations, the Contractor will continue to be under contract during the contract period of performance while in missing status as if he/she were continuing to perform the contract on Compensation under this provision. Whenever fixed for services previously rendered under the contract, may not exceed the total contract price. Unless excluded by explicit provisions of the Internal Revenue Code, amounts paid under this provision will be considered taxable income and will be included on the Contractor’s Form 1099.

26. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALT II) – IC May Be Considered for Indemnification, Use of a Government-Owned Vehicle Authorized (11/01)
The Contractor is not an employee of the United States Government and shall be responsible for any liability, including liability to third parties, resulting from activities involving motor vehicles, including rental vehicles, privately-owned, and Government-owned vehicles. The IC may be considered for indemnification for costs incurred as a result of automobile accidents while in the course of using a rental vehicle, privately-owned, or Government-owned vehicle to perform contractual activities, as specified on.

The IC is authorized to use a Government-owned vehicle for authorized purposes necessary for performance of this contract. (Transportation to or from an IC’s residence is not an authorized use of a Government-owned vehicle. The contractor shall provide the Contracting Officer with the authorized representative with oral notification of an accident or damage to a Government vehicle not later than 24 hours of the occurrence. The contractor shall follow up with written notice, detailing the incident, not later than 5 calendar days after the occurrence. The contractor will cooperate with any investigation the Government may undertake.

27. LIFE INSURANCE (11/01)
The Contractor is permitted to purchase (at Contractor’s expense) a $100,000 unconditional term life insurance policy in Insurer’s name, payable to the beneficiary of choice through an Agency-administered program. If the Contractor decides to purchase such a policy, it will be taken out by the United States Government on Insurer’s behalf and will be effective immediately after administrative processing. This policy will terminate immediately upon termination of this contract.

28. INDEMNIFICATION (11/01)
For reasons of cover, operations and security, the Contractor may possibly be considered for indemnification for the costs of legal representation by private counsel and for the amount of any judgment or fine resulting from the performance of this contract, and only if the contract includes this indemnification provision. This means that the Independent Contractor who, as a result of activities carried out within the scope of this contract, is sued, subjected, or investigated, in his or her individual capacity, or is subjected to investigative, administrative, professional, or State proceedings of any nature, may be indemnified under Section 5 of the General Intelligence Act of 1949, as amended, for the costs of legal representation by private counsel and for the amount of any judgment or fine entered against that person by the General Counsel, in his or her sole and non-revocable discretion, determines that the person appears to have been acting in good faith and within the scope of this contract, that such indemnification would be in the interests of the Agency, and under all of the circumstances, taking into account the legal expenses and the amount of any judgment or fine, the indemnification would be fair and reasonable. Any decision regarding indemnification of the General Counsel shall be made by the Director of Central Intelligence in his role and under the terms of this contract.

29. SERVICE AND CANCELLATION (11/01)
The Government agrees to provide, at a minimum, five (5) working days notice in the event that any block of scheduled services to be provided hereunder is not required in its entirety. Under such circumstances, there are no costs to be borne by the Government in association with the cancellation of a scheduled block of services in its entirety. In the event that the Government fails to provide the indicated minimum notification, the Contractor may invoice the Government for such canceled block of scheduled appointments in accordance with the payment terms set forth herein unless, as may be determined by the Contracting Office, that cancellation is due to an act of God (e.g., natural disaster). In those instances where individual appointments, one entire scheduled block of appointments are canceled, the Contractor shall only invoice and be paid for those services actually performed. The Independent Contractor Administrator (ICA) shall be informed of all cancellations with less than the required five (5) working days notice for which the Government is to be invoiced. It is further understood and agreed that the Contractor shall provide the COTR a minimum of three (3) calendar weeks notice in the event that any block of services cannot be provided as scheduled. Failure to provide the indicated minimum notification shall be noted as part of the Contractor’s performance assessment and taken into account when any renewal of service may be considered.
SECRET

STATEMENT OF WORK

John B. Jessen

1.0 BACKGROUND

1.1 (S) Sponsor provides psychological consultation services to its customer base. The Counterterrorism Center (CTC) has a requirement for consultation and training support to their debriefing program.

2.0 SCOPE OF EFFORT

2.1 (S) Mr. John B. Jessen has successfully served as a special consultant to CTC for the past six months. This contract will continue the use of Mr. Jessen per CTC's request.

2.2 (S) Mr. Jessen will serve as both a consultant to CTC special programs as well as conduct specialized training as required by the Sponsor.

3.0 DELIVERABLES

3.1 (S) Contractor will provide OCONUS on-site guidance to CTC's debriefing efforts and will be paid on a daily rate per attached government cost estimate.

3.2 (S) Contractor will provide CONUS consultative support to CTC at a daily rate fee per attached government cost estimate.

3.3 (S) Contractor will conduct specialized training as required by the Sponsor at a daily rate fee per attached government cost estimate.

4.0 PERIOD OF PERFORMANCE

4.1 (S) The period of performance will be for one (1) year.

5.0 SECURITY

5.1 (S) All discussions will be at the TOP SECRET level. The association of the contractor with the Sponsor is UNCLASSIFIED.

5.2 (S) Security is a fundamental requirement of this effort due to the sensitive nature of the Sponsor's work. The contractor shall comply with the security requirements of the "National Industrial Security Program Operating Manual," dated January 1995 and all applicable Sponsor security policies and

SECRET
5.3 Contractor assigned to this effort is required to be a U.S. citizen and have, at
the start date of the contract, an Industrial Security Staff Approval/Top Secret
(ISSA/TS) clearance.

5.4 Contractor will be required to have an Agency Green Badge and work on
Government premises and will need access to the government computer
systems. To be issued a Green Badge, contractor shall be cleared to the
ISSA/TS level. All work and related conduct shall be in accordance with
established Agency policies and procedures.

GOVERNMENT COST ESTIMATE

John B. Jensen

SECRET
## INDEPENDENT CONTRACTOR (IC) CONTRACT

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<th>Contract Number</th>
<th>Mod #</th>
<th>Effective Date</th>
<th>Target Date</th>
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<td>2003.1310200.000</td>
<td>One (1)</td>
<td>13 June 2003</td>
<td>31 December 2003</td>
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### Issuing Office
- **Name:** Contracting Officer
- **Address:**

### IC Name:
- **Jensen John B.**
- **Address:**

### Contracting Officer
- **Name:**
- **IC SSN:**
- **IC Vendor Code:**

### Contracting Officer's Security Representative (COSR)
- **IC Administrator**
- **Name:**
- **Telephone #:**

### Invoicing Instructions
- **See Electronic Invoicing Clause**
- **Total Contract Price:** $598,000.00

### Task Description
See page 2 for Task Description and Price details.

### Classification
- **CLASSIFICATION OF ASSOCIATION:**
  The association of the IC with the Agency for issues related to this contract is classified at the CONFIDENTIAL level.
- **CLASSIFICATION OF CONTRACT WORK:**
  The work to be performed under this contract is classified at the TOP SECRET level.
- **CLASSIFICATION OF HARDWARE:**
  Hardware delivered under this contract is classified at the UNCLASSIFIED level.
- **CLASSIFICATION OF REPORTS:**
  Reports produced under this contract are classified at the TOP SECRET level.
- **CLASSIFICATION OF STATEMENT OF WORK (SOW):**
  The Statement of Work (SOW) for this contract is classified at the UNCLASSIFIED level.

---

Confidential
1. **PRICE (ALT B) (FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (9/63)**

In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the IC will be paid a firm, fixed price of $598,000.00. This amount will be disbursed as follows:  

**Task 1.** For the satisfactory completion of consultant and recommendation for applying methodology/CONUS: $1000.00 per day.  
**Task 2.** For the satisfactory completion of conducting specific applied research projects/OCONUS: $1800.00 per day.

In addition to the above task fee, this contract also includes travel expenses not to exceed $134,035.00. Therefore, the total price of this contract is as follows:

<table>
<thead>
<tr>
<th>Task Fee</th>
<th>Travel</th>
<th>Total Contract Value</th>
</tr>
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<tbody>
<tr>
<td>$463,063</td>
<td>$134,035.00</td>
<td>$598,000.00</td>
</tr>
</tbody>
</table>

2. **OPERATIONAL EXPENSES (9/63)**

The IC will be advanced or reimbursed funds not to exceed $100,000.00 for necessary operational expenses as specifically approved by the Agency. Such funds will be subject to reimbursement and accounting as directed by the Agency. These expenses shall be funded and reimbursed outside of the contract.
## INDEPENDENT CONTRACTOR (IC) CONTRACT

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Mod #</th>
<th>Effective Date</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004-P757009*000</td>
<td></td>
<td>01 January 2004</td>
<td>31 December 2004</td>
</tr>
</tbody>
</table>

**Issuing Office**

**DO Contracts**

**Attn:** Washington, DC 20505

**Contracting Officer**

**Name:**

**Telephone #:**

**Contracting Officer's Security Representative (COSR):**

**Name:**

**Telephone #:**

**Invoicing Instructions**

**See Electronic Invoicing Clause**

**Total Contract Price**

$467,500.00

**Task Description**

See page 2 for Task Description and Price details.

- [ ] If checked, the IC may sign and return the contract. If not checked, the contract is unilateral and performance indicates acceptance.

John B. Jessen, Ph.D.  
Date

---

### CLASSIFICATION OF ASSOCIATION

The association of the IC with the agency for issues related to this contract is UNCLASSIFIED.

### CLASSIFICATION OF CONTRACT WORK

The work to be performed under this contract is classified at the TOP SECRET level.

### CLASSIFICATION OF HARDWARE

Hardware delivered under this contract is classified at the UNCLASSIFIED level.

### CLASSIFICATION OF REPORTS

Reports produced under this contract are classified at the TOP SECRET level.

### CLASSIFICATION OF STATEMENT OF WORK (SOW)

The Statement of Work (SOW) for this contract is classified at the SECRET level.

---

SECRET
1. **SERVICES (ALT I) (FEE FOR TASK) (03/03)**

The Independent Contractor (IC) shall provide psychological consultation and training to the debriefing programs of Counter-terrorism Centers (CTC).

- **Task 1:** Will provide CONUS travel consulting services, $1,500 per day (max. 50 days)
- **Task 2:** Will provide CONUS consulting services to CTC, $1,500 per day (max. 120 days)

2. **PRICE (ALT II) (FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (03/03)**

In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the IC will be paid a firm, fixed price of $300,000. This amount will be disbursed as follows:

- **Task 1:** For the satisfactory completion of OCONUS on-site consultation, $1,000 per day (max. $100,000)
- **Task 2:** For the satisfactory completion of CONUS consultation support and specialized training, $1,000 per day (max. $120,000)

In addition to the above task fee, this contract also includes Travel Expenses not to exceed $25,000. Other Direct Costs related to quick round-trip travel not to exceed $1,500 and Personal Liability Insurance not to exceed $1,000. Therefore, the total price of this contract is as follows:

<table>
<thead>
<tr>
<th>Task Fee</th>
<th>Travel</th>
<th>Other</th>
<th>Personal Liability</th>
<th>Total Contract Value</th>
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</thead>
<tbody>
<tr>
<td>$300,000</td>
<td>$25,000</td>
<td>$1,500</td>
<td>$1,000</td>
<td>$357,500</td>
</tr>
</tbody>
</table>

3. **PERIOD OF PERFORMANCE (03/03)**

The period of performance of this contract shall be from 01 January, 2004 through 31 December, 2003.

4. **IC TRAVEL (ALTERNATE II) (03/03)**

Travel costs are a separate contract line item from the Service Line item(s).

Travel costs are not included in the IC's base service fee. However, travel costs are part of the overall contract value. The IC will invoice and be paid necessary costs incurred in connection with travel authorized by the Government.

- Incurring and reimbursement of in-travel lodging and meals and incidental (M&IE) expenses will be limited to the lesser of:
  - The rates and allowances in effect at the time of travel as set forth under the Federal Travel Regulation (for travel in the contiguous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation.
  - The alternate rate set by any established by the component funding the contract.
- Airline or other transportation costs shall be invoiced and reimbursed to the extent that the costs comply with the provisions of section 301.10 (transportation in the United States) of the Federal Travel Regulation (FTR) and the policies of the component that is funding the contract. Business-class travel may be allowable if it is in accordance with the terms of section 301.10, 161.4 of the FTR, and the policies of the component that is funding the contract. Business-class travel must be approved in advance by the component that is funding the contract.

In special or unforeseen circumstances, travel expenses in excess of the above limits may be approved, subject to the approval of the Contracting Officer and the Approving Office or appropriate entity of the funding. Such approval must be in writing in advance unless the circumstances were unforeseen (e.g., an emergency or unforeseen or critical distance). A scheduled event (e.g., the Olympics) cannot be considered to be an unforeseen circumstance. Thus, advance approval would be required to invoice costs in excess of the above limits.

Funds for travel expenses under this contract will not be advanced to the IC. All travel reimbursements under this contract are considered taxable income and will appear on the IC's Form 1040. Thus, the IC is to retain travel receipts for tax purposes; receipts are not to be submitted with the invoice. The Government has the right to examine such receipts for the purpose of verifying invoices.

5. **NON-PUBLICITY (03/03)**

It is a material condition of the contract that the IC shall not use or allow to be used any aspect of this contract for publicity or advertising purposes. It is further understood that this obligation does not expire upon completion or termination of this contract. It shall continue indefinitely. The IC may not use a waiver of release from the foregoing shall not be effective unless authorized in writing by the Contracting Officer. It is further agreed that this contractual relationship shall not be disclosed except as allowed by law or regulation.
6. ELECTRONIC INVOICING (03/03)

Invoices may be submitted as tasks or sub-tasks are completed, but not more often than once a month.

If the IC has access to the e-Invoicing system (which resides on the Agency Data Services Network), the IC shall submit all invoices electronically via the e-Invoicing system, in accordance with the procedures for that system. The IC may use the e-Invoicing system to directly check the status of invoices the IC has submitted via that system.

If the IC does not have access to the e-Invoicing system, the IC shall submit hard copy invoices to the IC's Independent Contract Administrator (ICA), who in-turn shall input the data into the e-Invoicing system. The hard copy invoices submitted by the IC to the ICA shall be proper and complete. To be considered proper and complete, an invoice must include:
- the IC's name;
- an invoice number;
- the invoice date;
- the contract number;
- a description of the tasks and price for services actually rendered;
- charges/services performed;
- the IC's signature, and;
- any other information/documentation required by the contract.

If the IC is working at a field location that precludes the IC from having access to the e-Invoicing system, or that precludes the IC from presenting invoices directly to the ICA, the IC shall present proper and complete invoices to the Chief of the Installation or designer. The Chief of Installation or designer is then responsible for transmitting the invoice information to the ICA in accordance with normal procedures.

The payment periods designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in full by the ICA regarding the status of previously submitted invoices.

7. ELECTRONIC FUNDS TRANSFER (03/03)

Payments under this contract shall be made by the Government to electronic funds transfer only. The IC shall designate a financial institution for receipt of electronic funds transfer payment and shall submit the proper information to the Contracting Officer, on a Standard Form 199A or an alternate form provided by the Contracting Officer. In the event that, during the performance of this contract, the IC's financial institution for the receipt of payment becomes unable to receive the required information specified above, or that the financial institution is insolvent or in receivership, the Government may designate a different financial institution for the receipt of payment. The IC shall be responsible for providing appropriate financial institution information to the Contracting Officer, with any changes. The IC shall notify the Contracting Officer of any changes to the financial institution, and the Government will be given 30 days to respond to the notification of such changes. In the event that the IC fails to properly designate a financial institution or to provide appropriate financial institution information, the Government may delay payments.

8. PROMPT PAYMENT (03/03)

The IC is entitled to payment in accordance with the Prompt Payment Act. Specifically, the due date for making payments shall be the 30th calendar day after the designated billing office has received a proper invoice from the IC. Payments shall be considered as being made on the day the electronic funds transfer is made. An interest penalty shall be paid if payment is not made by the due date and a proper invoice was received by the designated billing office.

9. TERMINATION (03/03)

This contract may terminate earlier than the end of the period of performance for any of the following reasons:
- The IC fails to comply with the security requirements of this contract as a result of the IC's misconduct or lack of good faith.

Page 3 of 5

SECRET
Upon termination of this contract, the IC will be required to turn in his badge or any other items of identification issued by this Agency as well as any Government purchased, owned or provided property. Termination or expiration of this agreement will not release the IC from the security restrictions or from the obligations of any security oath that he or she may have taken. In event of termination, the Government shall be liable only for payment for services rendered prior to the effective date of termination.

10. FOREIGN TRAVEL (03/03)
On return from official or personal travel outside the United States, the IC shall report to the cognizant Contracting Officer's Security Representative (CSOR) any unusual incidents, including incidents of potential security concern, encountered during such travel.

11. FOREIGN CONTACTS (03/03)
The IC shall report to the cognizant Contracting Officer's Security Representative (CSOR) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which (a) illegal or unauthorized access is sought to classified or other sensitive information; or (b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.

12. TAX AND LICENSES (03/03)
Any income generated as a result of this contract shall be reported to the appropriate authorities.

13. EXECUTION OF DOCUMENTS (03/03)

14. STATUS (03/03)

15. INSURANCE (03/03)
The IC assumes the risk of all injuries or diseases to his/her person which are incurred by him/her in the performance of the duties of this agreement and for which the Government is liable. The IC agrees that he/she will provide all insurance necessary to protect the Government from liability for injuries or diseases to his/her person, or any property which is owned, operated, or controlled by the Government, in the course of his/her performance of duties under this agreement.

16. RULES OF CONDUCT (03/03)

17. CONFLICT OF INTEREST (03/03)
The IC agrees to disclose, upon request, any interest, financial or otherwise, which are relevant to this Agency, and it is understood that such disclosure is an essential part of the Agency's efforts to ensure a conflict of interest does not occur.

18. SECURITY AGREEMENT (03/03)

19. MERGER CLAUSE (03/03)

20. CHOICE OF LAW (03/03)

This agreement is to be interpreted under the laws of the United States of America and the U.S. common law.
21. CLEARANCE, POLYGRAPH, REPORTING & TRAINING REQUIREMENTS - ISSA/TS (03003) (Applies if the IC must have an ISSA/TS (staff-like) clearance.)

The IC will have access to the Agency's computer systems and unclassified access to the Agency's Government facilities. The IC must possess an ISSA/TS clearance upon starting work on this contract and is required to undergo polygraph testing for counterintelligence and lifestyle issues prior to the clearance being granted and periodically thereafter. If the IC is issued a green badge, the IC is responsible for notifying the ICA 30 days in advance of the IC's badge expiration date.

Additionally, the following provisions apply to ICs with ISSA/TS clearances:

FINANCIAL DISCLOSURE

The IC who has staff-like access must submit a completed Financial Disclosure Form (FDF-444V) by the annual deadline established by the Agency. Staff-like access is defined as approval eligibility for (1) continued unclassified access to Agency facilities with an individually issued picnic pass (Jeppe) or (2) access to Agency classified information system or (3) specific categories of information designated by the DCI or Director of Security. The FDF-444V is available for electronic submission via a database on the Agency Data Services Network (ADSN). The database can be accessed from the AGIS Database Catalog under the title of Financial Disclosures. If the IC has ADSN access, the IC may utilize the on-line database when filing. If the IC works at a location which does not have connectivity to the ADSN, the IC will complete and submit the FDF-444V in hard copy accordance with instructions provided by the Agency. If the IC does not have an electronic FDF-444V, the IC is to contact the COSB.

AGENCY INFORMATION SECURITY TRAINING (Applies only to ICs with access to Agency Systems)

The IC shall attend the Agency Information Security Course (AISC) on an annual basis. Failure to attend may result in termination of this contract and may preclude the renewal of any new contracts. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the IC shall not receive any payment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level of Effort or Labor Hour contract, the IC shall be paid at the normal rate identified under the contract for attending the briefing.

AGENCY AUTOMATED INFORMATION SYSTEMS (AIS) (Applies only to ICs with access to Agency Systems). It is understood and agreed that processing of classified information will be conducted on an approved Agency AIS systems. All automated information systems utilized to process proprietry information will be certified in accordance with the requirements of the Director of Central Intelligence Directive 63 and any other applicable directives of classified information.

COUNTERINTELLIGENCE TRAINING

The IC shall attend the Agency's available Counter Intelligence and Security Program (CISP) briefing unless the IC has attended a CISP briefing within the past five calendar years. Failure to attend as required under this paragraph shall result in the termination of this contract and may preclude the renewal of any new contracts. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the IC shall not receive any payment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level of Effort or Labor Hour contract, the IC shall be paid at the normal rate identified under the contract for attending the briefing.

REPORTING PERSONAL FOREIGN TRAVEL

Prior to any personal foreign travel, the IC must report to the Agency's Regent and COSB any such travel in accordance with Agency and any other guidelines that pertain to, as well as with any preceding guidelines to.

REPORTING FOREIGN CONTACTS

The IC must report to the Agency's Regent and COSB any unclassified contacts with foreign nationals in accordance with Agency and any other guidelines that pertain to, as well as with any preceding guidelines to.

22. COPYRIGHT (03003) (Applies if the Independent Contractor prepares reports & studies)

The IC agrees not to reproduce or allow to be reproduced, any document copyrighted or any work subject to copyright that is first produced in the performance of this contract, unless written permission of the Contracting Officer. When it is known that copyright is made by registration with the U.S. Copyright Office, the IC shall offer the appropriate copyright notice of 17 USC § 401 and 402 and acknowledgment of Government sponsorship such data when delivered to the Government, as well as when the works are published.
and/or deposited for registration with the U.S. Copyright Office. In such cases, the IC grants to the Government, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

The IC also agrees, upon request from the Contracting Officer, to assign copyright in works first produced in the performance of this contract to the United States Government where the works are intended for the Government's internal use only, as determined by the Contracting Officer. Copyright may also be assigned to the Government where the copyrighted works are unsuitable for commercial exploitation because of the subject matter or lack of commercial capabilities, as mutually determined by the parties to this contract. The IC agrees to execute all applicable documents necessary to effectuate the assignment.

To be consistent with Executive Order 12733, the IC may be required to attribute the Agency as the source of the materials. This requirement applies regardless of whether the materials are copyrighted or not.

23. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (03/03) (Applies when the Independent Contractor will perform work in Agency facilities.)

When Agency employees have been officially released from work, the IC must work in accordance with the terms of this contract, unless:
(a) the Government prohibits the IC from working; or
(b) the work requires interaction with the released Government employees. If the workplace is accessible, then the IC shall continue performance. If the workplace is inaccessible, then the IC may be entitled to additional time to complete performance as determined by the Contracting Officer. If this contract is a Fixed-Cost Level-of-Effort or Labor Hour-contract, the IC shall be paid only for the hours worked.

24. OPERATIONAL EXPENSES (03/03)

The IC will be advanced or reimbursed funds not to exceed $5,000 for necessary operational expenses as specifically approved by the Agency. Such funds will be subject to reimbursement and accounting as directed by the Agency. These expenses shall be funded and reimbursed outside of the contract.

25. OVERSEAS EMERGENCY DEPARTURE (03/03)

In the event of a sudden breakdown of local law and order, civil or military uprising, war or other dangerous situations, such as a catastrophic or a natural disaster that seriously threatens personal safety, the United States Government, at its discretion, may attempt to arrange an emergency departure for the IC. The IC may reimburse reasonable and necessary departure costs incurred by the IC.

26. OVERSEAS EMERGENCY MEDICAL TRAVEL (03/03)

In the event the IC travels overseas to perform provisions of the contract, the Government agrees to reimburse the cost of reasonable and necessary travel or transportation expenses, as approved by the Agency in its sole discretion, to Spokane, WA, in the event of IC illness, injury or death while overseas. The IC is expected to determine that eligibility will be based upon the IC's compliance with applicable Agency rules, regulations and policies. It is further understood that all travel expense claims will be submitted only to the Agency, and that adjudication of such claims by this Agency shall be final and conclusive.

27. MISSING PERSONS (03/03)

In the event the IC is determined to be "missing" as defined in Agency regulations, the IC will continue to be under contract during the contract period of performance while the missing person is being actively searched. Compensation under this provision, when paid in lieu of services previously rendered under the contract, may not exceed the total contract price. Unless excluded by statute provided of the Internal Revenue Code, amount paid under this provision will be considered taxable income and will be included in the IC's Form 1040.

28. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALT III) (03/03) - IC May Be Considered for Indemnification

Use of a Government-Owned Vehicle Authorized

The IC is not an employee of the United States Government and shall be responsible for any liability, including liability to third persons resulting from activities involving motor vehicles, including rental vehicles, privately-owned, and Government-owned vehicles. The IC may be required to indemnify for loss sustained by the IC due to an accident while in the course of using a rental vehicle, privately-owned, or Government-owned vehicle to perform contract activities, as specified in.

The IC is authorized to use a Government-owned vehicle for authorized purposes necessary for performance of this contract. Transportation to or from an IC's residence is not authorized use of a Government-owned vehicle. The IC shall provide the Contracting Officer or the IC shall provide the IC with vehicle inspection or, if the Contracting Officer's representative inspects the vehicle, that the IC has any damage to a Government vehicle not later than 24 hours after the occurrence. The IC shall follow up with written notice, detailing the incident, no later than 5 calendar days after the occurrence. The IC will cooperate with any investigation the Government may undertake.

29. LIFE INSURANCE (03/03)

The IC is permitted to purchase a Contract for Group Term Life Insurance in the amount of $90,000 unconditional on life insurance policy in the name of the IC, payable to the beneficiary of choice through an Agency authorized program. If the IC selects a contract as any policy, it will be taken out by the United States Government on the IC's behalf and will be effective immediately after administrative processing. This policy will terminate...
immediately upon termination of this contract.

30. LEGAL REPRESENTATION AND INDEMNIFICATION (5/30)

For reasons of covert, operational and/or national security, the IC may possibly be considered for indemnification for the costs of legal representation by private counsel and for the amount of any judgment or decree resulting from the performance of this contract if, and only if, the contract includes that indemnification provision. This means that the IC who, as a result of activities carried out within the scope of this contract, is sued, subpoenaed, or investigated in his or her individual capacity, or is subjected to investigative, administrative, professional, or State proceedings of any nature, may be indemnified under Section 8 of the Central Intelligence Agency Act of 1949, as amended, for the costs of legal representation by private counsel and for the amount of any judgment or decree entered against that person if the General Counsel, in his or her sole and unredeemable discretion, determines that the person appears to have been acting in good faith and within the scope of this contract, that such indemnification would be in the interests of the Agency, and under all of the circumstances, taking into account the legal expenses and the amount of the judgment or decree, the indemnification would be fair and reasonable. Any decision regarding indemnification of the General Counsel shall be made by the Director of Central Intelligence in his sole and unredeemable discretion.

31. SERVICE AND CANCELLATION (5/30)

The Government agrees to provide a minimum of five (5) working days notice in the event that any block of scheduled services to be provided hereunder is not required or is unlikely. Under such circumstances, there are no costs to be borne by the Government in connection with the cancellation of a scheduled block of services in its entirety. In the event that the Government fails to provide the indicated minimum notification, however, the Government shall be reimbursed by the Government for such canceled block of scheduled appointments in accordance with the payment terms set forth herein above. This determination to cancel or modify the Contracting Officer's decision to cancel the contract is due to an act of God (i.e., a natural, a non-human force or an act of nature). In those instances where individual appointments, or an entire scheduled block of appointments, are canceled, the IC shall only serve and have paid for those services actually performed. The Independent Contractor Administration (ICA) will be informed of all cancellations with less than the required five (5) working days notice for which the Government is responsible. It is further understood and agreed that the ICA shall provide the ICA a minimum of three (3) calendar weeks notice in the event that any block of services cannot be provided as scheduled. Failure to provide the indicated minimum notice shall be noted as part of the ICA's performance assessment and taken into account when any renewal of service may be considered.
### INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Mod #</th>
<th>Effective Date</th>
<th>Target Date</th>
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</thead>
<tbody>
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<td>One (01)</td>
<td>04 May 2005</td>
<td>31 December 2004</td>
</tr>
</tbody>
</table>

### Issuing Office

**DO Contracts**

**Attto:**
Washington, DC 20505

### Administrative Contracting Officer

**Name:**

**Telephone #:**

### Contracting Officer’s Security Representative (COSR)

**Name:**

**Telephone #:**

### Task Description

A. The purpose of this modification is to decrease the overall contract value by all price elements in Paragraph 2, Price, to close out the contract which covered the Term from 01 January 2004 through 31 December 2004. Accordingly, the following revisions are hereby incorporated:

**PRICE (ALT II - FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) ($399,000)**

In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the IC will be paid a lump sum of $399,000. This amount will be disbursed as follows:

- **Task 1:** For the satisfactory completion of CONUS on-site guidance, $1,500 per day ($1,500 x 1 = $1,500).
- **Task 2:** For the satisfactory completion of CONUS consultative support and specialized training, $1,000 per day ($1,000 x 1 = $1,000).

In addition to the above, this contract also includes travel expenses not in excess of $75,000 (includes airfare, hotel, meals, and subsistence). All travel expenses shall be reimbursed by the IC up to a maximum of $1,500 and Personal Liability Insurance not to exceed $1,000.

Therefore, the total price of the contract is as follows:

<table>
<thead>
<tr>
<th>Task Fee</th>
<th>Travel</th>
<th>Other Direct Costs</th>
<th>Personal Liability Insurance</th>
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</tbody>
</table>

B. All other terms and conditions, except as modified herein, shall remain unchanged.

☐ IC and contracting officer agree that the contract is not unilateral and performance indicates acceptance.

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**Independent Contractor**

**Date**

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UNCLASSIFIED