

Exhibit A

Contracting Officer

21 December 2001

James E. Mitchell

Subject: Contract No. 2002*F*737600*000

Dear Dr. Mitchell:

The United States Government, as represented by the Contracting Officer, hereby contracts with you as an Independent Contractor (IC) in accordance with the following terms and conditions.

1. **Services.** The Contractor shall provide consultation and research on counter terrorism and special ops. Specific taskings are identified in the previously provided Statement of Work.

In accordance with FAR 7.5, nothing herein shall be construed as requiring or authorizing the contractor to perform inherently Government functions.

2. **Price.** In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible Agency official, you will be paid a firm fixed price of **Not-To-Exceed \$10,000**. This amount will be disbursed as follows:

Consultation (8 days at \$1,000 per day):	\$8,000
Travel (Pool of funds not to exceed):	\$2,000

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.

3. **Tax and Licenses.** 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. Personal tax concerns of the IC may be discussed with a tax consultant/attorney. If classified information is involved, your tax consultant or attorney must be cleared by the Government. 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.

4. **Execution of Documents.** 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

UNCLASSIFIED // FOR PUBLIC RELEASE

moneys 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.

5. Status. 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 Employee's Compensation Act. If the Contractor feels such a situation exists, he/she is obligated to inform the Contracting Officer.

6. Insurance. 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 cost of any insurance has been included in the contract price.

7. Rules of Conduct/Conflict of Interest. 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 escorted from the premises and denied further access. As a specific condition of this contract, the Contractor agrees to observe and be bound by the Code of Conduct and all conduct regulations of this Organization. The Contractor further agrees to provide, upon request, a listing of relationships and activities which are external to this Organization, and it is understood that such listing shall be reviewed by appropriate members of this Organization for the purpose of determining whether a real or potential conflict of interest exists.

8. Non-Publicity. 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 shall not expire upon completion or termination of this contract but will continue 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 the contractual relationship shall be disclosed only on a "need-to-know" basis.

9. Classification of Contract, Clearance Issues. The association of the Agency with the work being produced hereunder is classified UNCLASSIFIED. The work to be performed hereunder is classified up to SECRET. The reports are classified SECRET. The Contracting Officer's Technical Representative (COTR) for this contract is _____ The Security Officer is _____ and she can be reached at _____

10. Foreign Travel. On return from travel outside the United States, either within or outside of the scope of the IC's official activity, the IC shall report to the cognizant COSR (Contracting Officer's Security Representative) any unusual incidents, including incidents of potential security concern, encountered during such travel.

11 Foreign Contacts. The IC shall report to the cognizant COSR (Contracting Officer's Security Representative) 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 Term This contract is effective as of **01 January 2002** and shall be completed by **31 December 2002**. This contract may terminate earlier 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" in the paragraph above, 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 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 Contractor 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 upon termination of this contractual agreement.

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

13 Merger Clause. The parties mutually agree that this contract encompasses all provisions 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.

14 Choice of Law This agreement is to be interpreted under the laws of the United States of America and the United States common law.

15 IC Invoicing and Payment Instructions.

Invoices shall be mailed to the following payment office:

CONTRACT CLAIMS BRANCH

The payment periods designated for Prompt Payment contained in this contract will begin on the date a proper invoice is received in the payment office. A proper invoice must include

- (1) Name, invoice number and invoice date;
- (2) Contract number;
- (3) Description of task and price for services actually rendered, and
- (4) Any other information or documentation otherwise required by the contract (e.g. receipts to support travel expenses).

Invoices may be sent to the payment office via facsimile (FAX) machine at the following FAX number: _____ The FAX operator may be reached on _____ When original invoices are transmitted via FAX, DO NOT follow up with copies sent via surface mail, doing so will result in the FAX option being made unavailable to you. The Contractor may invoice for partial payment as tasks or level of effort is completed, but the Contractor may not bill more often than twice a month. Inquiries regarding invoices can be made on _____

16. Prompt Payment. 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 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. 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. Further information on prompt payments can be obtained from the Contracting Officer.

17. Electronic Funds Transfer. 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 on a Standard Form 1199A to 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 failure to properly designate a financial institution or to provide appropriate payee bank account information will delay payments.

18. (U) Secrecy Agreement. This contract specifically incorporates the provisions of all secrecy agreements signed by the Contractor in consideration for your service with this organization.

19. (U) Security Requirements. Servicing Agency Automated Information Systems (AIS). It is understood and agreed that all work to be performed under the contract shall be at a Government facility which is under strict security control. As a result, the Contractor agrees that only US citizens will be assigned to perform the work. 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, all

DEC 26 '91 10:23PM '2

P. 4

persons granted access to the Government's facility will be subject to the espionage and other Federal laws relating to unauthorized disclosure of classified information. It is a material condition of this agreement that this clause be incorporated into any and all subcontracts.

20. (U) Financial Disclosure. The IC who has staff-line (ISSA/TS) access, who is currently cleared for both unescorted physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDF 444V). The FDF 444V is available for electronic submission via Lotus Notes. Personnel with ADSN Lotus Notes access must utilize the on-line database when filing. The database can be accessed from the AGNS Database Catalogue under the title of Financial Disclosure Forms. The IC assigned to a domestic or foreign field station will receive the FDF 444V and submission instructions as either an attachment to a Lotus Note; a document sent via a secure fax; a document transmitted via cable; or, a form forwarded in a secure pouch. For those that do not have access to Lotus Notes, hard-copy FDF 444V are available from the Center for CIA Security, Financial Analysis Staff (CCS/FAS). For more specific information, refer to CCS , 3 April 2000

21. (U) Inquiries. For telephone inquiries relating to this action, please contact the Administrative Contracting Officer.

UNITED STATES GOVERNMENT

BY,
Contracting Officer

ACCEPTED: |

James E Mitchell |
Independent Contractor

Date

EX-103 (FORM 33) (1-79) (40)

James E. Mitchell

Statement of Work
James E. Mitchell, Ph.D.

1.0 BACKGROUND

- 1.1 (U) 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 (U) Advise the _____ to help guide and shape the future direction of Sponsor's applied research efforts.
- 2.2 (U) Provide consultation to the Professional Standards Advisory Committee (PSAC) regarding applied research in high-risk operational settings.
- 2.3 (U) Provide the _____ with recommendations and suggested courses of action for applying research methodology to meet mission goals and objectives.
- 2.4 (U) Conduct specified, time-limited research projects identified by the _____

3.0 Deliverables

- 3.1 (U) Provide consultation and recommendations for applying research methodology to meet OTS' _____ goals and objectives on a level of effort basis.
- 3.2 (U) Conduct specified applied research projects on a level of effort basis.

4.0 Period of Performance

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

5.0 Personal Qualifications

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

6.0 Security

6.1 (U) The association of the Contractor with Sponsor is UNCLASSIFIED. Technical discussions, work and written reports from this contract will be classified SECRET//NOFORN initially. However, it is anticipated that some projects may be classified TOP SECRET//NOFORN. Contractor can start work at the SECRET level, but should receive a TS/SCI clearance within six (6) months of signing the contract.

Government Cost Estimate

104 hours of effort @ \$125 per hour	\$13,000
(Option of 40 additional hours @ \$125 per hour to be funded later)	
10 days of travel expenses	\$3,000
Total	\$16,000