Exhibit J





INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number	Mexi#	Effective Date	Age 100	
2002*1095800*000		22 July 2002	Turget Date	
		22 July 2002	21 July 2003	
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CLASSIFICATION OF CONTRACT V				
The work to be performed under this conti	ract is classified a	t the SECRET level.		
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The Statement of Work (SOW) for this contract is classified at the SECRET level				
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Contract No. 2002*10958000

IC Name: Jessen

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/OCONUS

PRICE (ALT IB) (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 disbursed 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/OCONUS: \$1,800.00/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:

Tusk fee

Travel

Total Contract Value

\$115,000.00

\$20,000.00

\$135,000.00

3. IC TRAVEL (ALTERNATE I) (11/01) 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 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 conterminous 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

- Airfure 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 it 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 trave, must be approved in advance by the component that is funding the contract.

In special or unforescen situations, costs in excess of the above finits 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. incidences of civil unrest or natural disister). 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 reunbursements 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 exarrane 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 stadl not deviate there from unless authorized to do so in writing by the Contracting Officer. It is further agreed that this contracting relationship shall not be disclosed except as allowed by law or regulation

ELECTRONIC INVOICING (03/02)

Invoices may be submitted as tasks or sub-tasks are completed, but not thore often than once a month If the IC has access to the e-invoicing system (which resides on the Agency 'but Services Network), the IC shall submit all invoices electronically via the e-thyoicing system, in accordance with the procedures for that system. The IC may 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

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COMPIDENTIAL





Contract No. 2002*10958000

IC Name: Jessen

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

- 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 precludes the IC from presenting invoices directly to the ICA, the IC is to present proper and complete invoices to the Chief of the e-Invoicing system, or that 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 Prumpt Payment Act will begin on the date a proper and complete invoice is received in 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 direct inquiries to the ICA regarding the status of previously submitted invoices.

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 Porm 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 30 days parer 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)

CFQ/

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. As 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

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 listed 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 "lovernment 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.

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.

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 (COSR) 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 (COSR) all contracts 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 creatempted exploitation by a foreign enuty.

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Contract No. 2002#I0958000

IC Name: Jessen

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/atturney. 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 Pederal, 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 monies 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

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 escorted 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 schattonships and activities which are external to this Agency, and it is understood that such listing shall be reviewed by appropriate n embers of this Agency for the purpose of determining whether a real or potential conflict of interest exists

16. SECRECY AGREEEMENT (11/01)

This contract specifically incorporates the provisions of all secrecy agreements aigned 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 no promises or commitments pertaining to rights, privileges, or provisions other than those expressly supulated in writing in this agreement or any written modification thereto shall be binding on the United States Governmen-

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., ominion law

19. CLEARANCE & POLYGRAPH REQUIREMENTS - ISSA/TS (11/01) (Applies if the IC must have an ISSA/TS (staff-like)

The IC will have access to the Agency's computer system and unescorted 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 counterintellingence 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 unescorted poysical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submy 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 444 V, the IC is to contact the COSR

AGENCY INFORMATION SECURITY TRAINING

Page 4 of 6





Coutract No. 2002*10958000

IC Name: Jessen

The Contractor shall attend all mandated 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 mitiation 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. Pailure 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 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 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 unofficial contacts with foreign nationals in accordance with any other guidelines that pertain to as well as with any succeeding guidelines to

and.

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 subject to espionage laws and other Federal laws relating to unauthorized disclosure of classified information In addition, the Contractor is

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 chaim 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 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 capabilities. When a claim to copyright is made, the Contractor shall affix the appropriate copyright nonee of 17 U.S.C. 401 and 402 and seknowledgment of Government sponsorship to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, 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 auribute 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.) (11/81) (Applies when the Independent Contractor will perform work in Agency facilities.)

When Agency employees have been officially released 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 only for the hours worked.

22. OVERSEAS EMERGENCY DEPARTURE (11/01)

In the event of sudden breakdown of local law and order, civil or unharry rioting, war or other dangerous situations, such as a cataclystic 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.

23. 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 DC area in the event of Contractor illness, injury, or death which occurs while overseas. It is understood and agreed that eligibility will be based upon the Contractor's conformance with applicable Agency rules, regulations, and policies. It is further traderstood that all travel expense claims

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Contract No. 2002*I0958000

IC Name: Jessen

will be submitted only to this Agency, and that adjudication of such claims by this Agency shall be final and conclusive.

24. MISSING PERSONS (11/01)

In the event the Contractor is determined to be "missing" as defined in Agency regulations, the Comractor 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 schedule. 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 be included on the Contractor's Form 1099.

25. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALT III) - IC May Be Considered for Indonnification; 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 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 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.

26. LIFE INSURANCE (11/01)

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

27. INDEMNIFICATION (11/01)

For reasons of cover, operations and/or 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, subpoensed, 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 am ant of any judgment or fine entered against that person if the General Counsel, in his or her sole and non-reviewable 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 four 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.

28. SERVICE AND CANCELLATION (11/01)

The Government agrees to provide, at a minimum, five (5) working days notice in the event this 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 entirely. 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. singular, unexpected and irregular visitation of a force of nature). In those instances where individual appointments, vice an 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) 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 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.

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C06582808

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CLASSIFIED	
•	
•	5 September 2002

Mr. John Jessen

Subject: Contract No.: 2002*1095800*000 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 \$52,500,00 to \$187,500,00 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 sansfuetory 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: \$1.800.00/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:

Task Fee

Travel

Total Contract Value

\$157.500.00

\$30,000.00

\$187.500.00

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 nmy 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-

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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	Contractin
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Contracting Officer

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The state of the s
24 October 2002
Mr. John Jessen
Subject: Contract No.: 2002*1095800*000 Modification 2
Dear Mr. Jessen:
The purpose of this united to be used
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:
 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: \$1.000.00/per Day. Task 2. For the satisfactory completion of conducting specified applied research projects/OCONUS: \$1.800.00/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:
<u>Task Fes</u> <u>Travel</u> <u>Total Contract Value</u> \$237.500.00 \$30.000.00 \$267,500.00
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, at the Administrative Contracting
UNITED STATES GOVERNMENT
ВУ
Contracting Officer
CONCIDENCE

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.

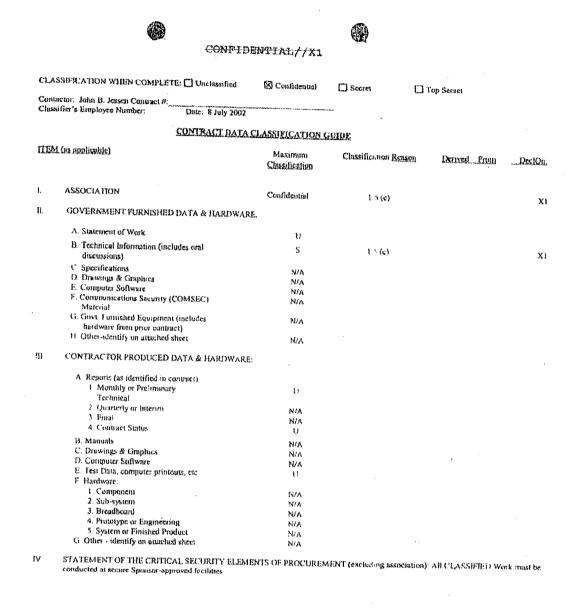
5.0 PERSONAL QUALIFICATIONS

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

6.1 See the Contract Data Classification Guide. 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.

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INDEPENDENT CONTRACTOR (IC) CONTRACT

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		Jessen, John B.	
Washington, DC 20505			
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Contract No. 2003-I508200-000

IC Name: Jessen

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

PRICE (ALT IB) (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. Draft \$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.

Task fee Travel & ODC's Total Contract Value

\$79,000 \$20,900

\$99,900

3. PERIOD OF PERFORMANCE (03/03)

The period of performance of this contract shall be from 13 June 2003 to 12 June 2004

- IC TRAVEL (ALTERNATE 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 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, Hawan, 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 custs 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 301-10.124 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 unforescen (e.g. incidences of civil unrest or natural disaster). A scheduled event (e.g. the Oiympics) cannot be considered to be an unforeseen circumstance. Thus, advance approval would be required to invoice costs in excess of the above limits.

Page 2 of 6

UNCLASSIFIED

Contract No. 2003-1508200-000

IC Name: Jessen

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 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.

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 there 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.

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 electromically via the e-invoicing system, in accordance with the procedure- 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,
- 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 procludes 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 Vendor Payments via the e-invoice system.

For invoice, submitted via an ICA (either directly or through the Chief or the Chief's designee at a field installation), the IC shall direct inquiries 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 :C, 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 one for making invoice payments shall be on 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

Page 3 of 6

Contract No. 2003-1508200-000

IC Name: Jessen

a proper invoice was received by the designated billing office.

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
- 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 (93/03)

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, 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

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 simuted, which property has in fact been purchased with momes 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 stams 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 escorted 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

Page 4 of 6

Contract No. 2003-IS08200-000

IC Name: Jessen

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

18. SECRECY AGREEMENT (03/03)

This contract specifically incorporates the provisions of all secreey 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 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.

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 12333, 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

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 the released Government employees. If the workplace is accessible, then the IC shall continue performance. If the workplace is maccessible, 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-How 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 hability, 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

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 cauceled blocks of s. heduled appointments in accordance with the payment terms set forth herem unless, as may be determined by the Contracting Officer, that cancellation is due to an act of God (i.e. singular, unexpected and irregular visitation of a force of nature). In those instances where instividual 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)

Page 5 of 6

UNCLASSIFIED

Contract No. 2003-1508200-000

IC Name: Jessen

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.

Page 6 of 6

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Jessen 2003*H508200*000 Modification 01

- A. The purpose of Modification No. 01 is to:
 - Change the contract number from 2003*I508200*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
- B. 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 with recommendations and 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)
- Develop briefing and training materials for use in training Sponsor's operational psychologists. (\$30K)
- 3.4 Conduct two (2) formal training sessions for Sponsor. (\$6K)

UNCLASSIFIED 2 of 3

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 QAULIFICATIONS

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 3 of 3

CONTRACT DATA CLASSIFICATION GUIDE

Contractor: John B. Jessen, Ph.D. Classifier's Employee #:

Contract Number: TBD Date: 04/08/03

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Contract No. 2003*1310200*0000

IC Name: John Jessen

SERVICES (ALT I) (FEE FOR TASK) (11/01)

The Contractor shall provide the following tasks:

Task 1. Provide consultation and recommendations for applying methodology/CONUS

Task 2. Conduct specific applied research projects/OCONUS

PRICE (ALT IB) (FRE 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 \$348,000.00. This amount will be disbursed as follows

Task 1. For the satisfactory completion of consultation and recommendation for applying methodology/CONUS: \$,1000.00/per day.

Task 2. For the satisfactory completion of conducting specific applied research projects/OCONUS:\$1,8000.00/per day.

In addition to the above task fee, this contract also includes travel expenses not to exceed \$.348,000.00. Therefore, the total price of this contract is as follows:

Task fee Travel

Total Contract Value

\$270,000.00 \$76,500.00 \$348,000.00

IC TRAVEL (ALTERNATE I) (11/01) 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 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 conterminous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawati, 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 301-10.124 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. incidences 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 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 there from unless authorized to do so in writing by the Contracting Office. It is further agreed that this contractual relationship shall not be disclosed except as allowed by law or regulation.

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 independent Contract Administrator (ICA), who in-turn shall input the data into the e-Invacing 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





Contract No. 2003#I310200#0000

IC Name: John Jessen

- 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

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-Invoice system

For invoices submitted via an ICA (either directly or through the Chief's designed at a field installation), the IC 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 linancial 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 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 payer 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, 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 dise 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 listed 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 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 hadge 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 outh 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 (COSR) 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 (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 manthorized access is sought to classified or other sensitive information, or b) the IC's concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.

Page 3 of 6





Contract No. 2003*1310200*0000

IC Name: John Jessen

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/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 monies 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

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 escorted from the premises and denied further access. As a specific condition of this contract, the Confractor 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. SECRECY AGREEEMENT (11/01)

This contract specifically incorporates the provisions of all secrecy 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 emittements 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 U.S. common law.

19. CLEARANCE & POLYGRAPH REQUIREMENTS - ISSA/TS (11/01) (Applies if the it must have an ISSA/TS (staff-like) clearance.)

The IC will have access to the Agency's computer system and unescorted 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 unescented 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





Contract No. 2003*1310200*0000

IC Name: John Jessen

The Contractor shall attend all mandated 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 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 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 in the contract price for such altendance. 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 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 unofficial contacts with foreign nationals in accordance with any other guidelines that pertain to as well as with any succeeding guidelines to

and

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 espionage laws and other Federal laws relating to unauthorized disclosure of classified information

- 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 claum 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 to assign copyright to the United States Government where the materials to be copyrighted are interned for internal use only and are unsuitable for commercial exploitation because of the subject matter or lack of commercial capabilities. 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 are published or deposited for registration as a published work in the U.S. Copyright Office. 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, WEATH) R, ETC.) (11/01) (Applies when the Independent Contractor will perform work in Agency (zeilities.)

When Agency employees have been officially released 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 Coopracting Officer. If this contract is a Fixed-Price Level-of-Effort contract, the IC shall be paid only for the nours worked.

22. OPERATIONAL EXPENSES (1V01)

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 rioting, war or other dangerous situations, such as a cataclysmic or a natural disaster that seriously threatens personal safety, the United States Covernment, at its discretion, may attempt to arrange emergency departure for the Contractor or may reimburse reasonable and necessary departure costs incurred by the Contractor.

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Contract No. 2003*I310200*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 regionable and necessary travel or transportation expenses, as approved by the Agency in its sole discretion, to Spokane, WA in the event of Contracte, illness, injury, or death which occurs while overseas. It is understood and agreed that eligibility will be based upon the Contractor's contistmance 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 schedule. Compensation under this provision, when added to compensation for services previously readered 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. VERICLE 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 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 is authorized to use a Government-owned vehicle for authorized purposes necessary for purformance 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 an accident or damage to a Government vehicle nor 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 expease) a \$100,000 unconditional term life insurance policy in his/her 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 Status Government on his/her 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/or 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, subpocnaed, or investigated in his or her individual capacity, or is subjected to investiganve. administrative, professional, or State proceedings of any nature, may be indemnified under Section & 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 that person if the General Counsel, in his or her sole and non-reviewable 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 sole and unreviewable discretion.

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 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. singular, unexpected and irregular visitation of a force of nature). In those instances where individual appointments, vice an 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) 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 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 nonfication shall be noted as part of the Contractor's performance assessment and taken into account when any renewal of service may be considered.

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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.

20 SCOPE OF EFFORT

- 2.1 (8) 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 (8) 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

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procedures, including, but not limited to, Director of Central Intelligence Directive (DCID) 1/21, DCID 6/3, and DCID 6/4.

- 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. lessen

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INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number	Mod #	The state of the s	TOTAL TO THE
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Contract No.

IC Name.

1. PRICE (ALT IB) (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 \$598,000.00. This amount will be disbursed as follows [tailor to meet the particular circumstances,

Task 1. For the satisfactory completion of consultant and recommendation for applying mathedology/CONUS: \$1000.00/per day.

Task 2. For the satisfactory completion of conducting specific applied research projects/OCONUS:\$1800.000/per day.

In addition to the above task fee, this contract also includes travel expenses not to exceed \$134,835.60. Therefore, the total price of this contract is as follows:

Tash fee Travel

Total Contract Value

\$463,963

\$134.035.00

\$698,000.00

2. OPERATIONAL EXPENSES (03/03)

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.

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SECRET

(02/08/08) TCG 31855

INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number	Mod #	Effective Date	Target Date	
7444477774004000				
2004*P757009*000		01 January 2004	31 December 2004	
Issuing Office		IC Name John H. Jessen, Ph.	D.	
DO Contracts		Address		
Attn:		1001013		
Washington, DC 20505				
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The work to be performed under our 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		SAN CARMINERA PROPERTY		
Reports produced under the contract are	classified at the 10	or Secret (level		
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The Statement of Work (SOW) for this contract is classified at the SECRET level				
THE MURICING IN THE COURT OF THE CHARLE	ontract is classified	at the SECRET revel		

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Contract No. 2004*P757009*000

IC Name John B. Jessen

SERVICES (ALT I) (FEE FOR TASK) (03/03)

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

Task 1. Contractor will provide OCONUS on site guidance to CTC's debriefing efforts (max. 150 days).

Task 2. Contractor will provide CONUS consultative support and specialized training to CCC (max 120 days)

2. PRICE (ALT IB) (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 \$590,000. This amount will be disbursed as follows:

Task I For the satisfactory completion of OCONUS on site guidance, \$1,800 per day (\$2.70,000 max.)

Task 2. For the satisfactory completion of CONUS consultative support and specialized training, \$1.000 per day (\$120,000 max).

In addition to the above task tree, this contract also includes Travel Expenses not to exceed \$75,000, Other Direct Costs (related to quick reactive responses) not to exceed \$1,500 and Personal Liability Insurance not to exceed \$1,000. Therefore, the total price of this contract if as follows:

Task fee	Travel	Other Direct Costs	Personal Liability Insurance	<u>Total</u> <u>Contract Value</u>
\$390,000	\$75,000	\$1.500	\$1,000	\$467,500

3. PERIOD OF PERFORMANCE (0.3/03)

The period of performance of this contract shall be from G1 January 2004 through 31 December 2004.

- 4. ICTRAVEL (ALTERNATE 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 incorred in connection with travel as authorized by the Government.
 - Invoicing and reintous sement 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 Finakka, Hawaii, The Commonwealth of Puerto Ricc, and correlates 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 afternate rate (if any) established by the component funding the contract

Aufaire or other transportation costs shall be invoiced and reimbursed to the extent it at the costs comply with the proximons 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. Enginess class travel may be allowable if it is in accordance with the terms of section 301/16.1.24 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 operal or unforeseen rituations, a tests of excess of the above fimits may be allowed, subject to the approval of the Contracting Officer and the Approving Officer of component that is though the travel. Such approval must be about an advance, unless the excemnstance were unforceseen (e.g. me) dences of civil access or entiral disaster. A scheduled event (e.g. the Olympics) cannot be considered to be an unforceseen circumstance. Thus, advance approval would be required to invoice costs in excess of the above limits.

Funds for travel expenses under this concact will my be advanced to the IC. All travel remain (sements under this contract are considered taxable income and will appear to the IC's form (699). 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 advertisement purposes. It is tenther necessated that this obligation does not expire upon considetion or termination of this contract, her continues indefinitely. The IC may replied a wavest or release from the torogoing but shall not deviate there from unless authorized to be so in writing by the Contractic (Officer It is further agreed that this contractual relationship shall not be disclosed except as allowed by law or regulation.

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(02/08/08) TCG: 31857

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Contract No. 2004*P757009*000

IC Name: John B. Jessen

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 at 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 convoicing system, the IC shall submit hard cony invoices to the IC's Independent Contract Administrator (ICA), who in-turn shall input the data into the convoicing system. The hard copy invoices submit by the IC to the ICA shall be proper and complete. To be considered proper and complete, an invoice inust 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 of decline nation required by this contract.
If the IC is working at a field location that precludes the IC from having access to the ———————————————————————————————————
The payment periods designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in CFO Vendor Payments via the e-Invoice system.
For invoices submitted via an ICA teither directly or through the Chief or the Chief's designed & a field installation), the IC shall directing irrest 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 tunds 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 to designate a officer if financial institution for the receipt of payment, notifically a of such change and the required.
information specified above must be received by the appropriate Government official 30 days plan to the date such change is to become effective. IC is failure to properly designate a financial institution of to provide appropriate pays a 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 on the 30th Gralendary day after the designated billing office has recovered a proper provide for a the IC. Payment shall be on the 30th Gralendary day after the designated billing office has recovered a proper provide for a the IC. Payment shall be considered.

a proper invoice was received by the designated billing office

9. TERMINATION (03/03)

This contract may terminate eacher 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 -xists with respect to the relationships -described in the "Rules of Conduct/Conflict of Interest" paragraph below, the Geometrian may terminate this contract upon ten (10) days more.

being made on the day the electronic funds transfer is made. An interest penalty shall be paid it payment is not made by the due date and - i

- 5. Upon thirty (30) days notice by either party for any teason.
- By the Director of Central finelitigence of designed, in accordance with the Directors non-reviewable discretion, when
 commission is in the interests of the United States.
- 4. When the Contracting Officer determines that the IC has failed to fully comply with the security requirements of this contract as a resign of the willful miscontext or lack of good faith.

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Contract No. 2004*P757009#000

IC Name John B. Jessen

Upon termination of this contract, the IC will be required to turn in his/her badge or any other needs 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 eath that he or she may have taken. In event of termination, the Government shall be hable 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, either within or outside of the scope of the IC's official activity, in which: (a) illegisl or unauthorized access is sought to classified or other sensitive information: or (o) the IC is concerred that he/she may be the target of actual or attempted exploitation by a foreign entity.

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 consult ant/attoracy on an unclassified basis. If classified information is involved, the IC > ias consultant or attoracy 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/sittornes. 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 mx 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 (0.303)

If, during performance under this contract, the IC assumes the castody of Umted States Government funds or takes possession of property of any nature whatsoever and wherever samued, which properly has in fact been purchased with momes 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 employer relationship, or establishing any entitiement to federal retirement benefits or any other federal employees benefits, such as benefits under the Federal Employees' Compensation Act. If the IC teel, such a situation exists, he she is obligated to inform immediately the Contracting Officer

15. INSURANCE (03/03)

The IC lustumes all risks associated with his bei 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 IL acknowledges that, unless otherwise provided in this contract, the IC will not be combursed for any insurance related ensis

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 cuipable in incidents of harassment on Government premises may be escorted from the premises and demed forther 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 living of relationships and activities which are external to this Agency, and it is understood that such listing shall be reviewed by appropriate members of the 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 section agreements signed by the homeonsideration for service with this organization, including pre-publication requirements

19. MERGER CLAUSE (03/03)

The parties mutually agree that this contain encompasses all provisions and entitlements offered prior to the IC's engagement and that the 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 uniding 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. - ommon law

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Contract No. 2004*P757009*000

IC Name John B. Jessen

21. CLEARANCE, POLYGRAPH, REPORTING & FRAINING REQUIREMENTS - ISSA/TS (03/03) (Applies if the IC must have an ISSA/TS (staff-like) clearance.)

The IC will have access to the Agency's computer system and/or unescorted access to the Agency's Government facilities. The IC must possess an ISSATS 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 was usued a green badge, the IC is responsible for notifying the ICA 50 days in advance of the IC's badge expiration date.

Additionally, the following provisions apply to ICs with ISSAFS clearances

FINANCIAL DISCLOSURE

The IC who has stuff-like access must submit a completed financial Disclosure Form (F) F 444V) by the annual deadline established by the Agency. Staff-like access is defined as approved engibility for (a) continued times orted access to Agency facilities (with an individually issued picture budge), or (b) access to Agency classified information systems or (c) specific categories of information as designated by the DCI or Director of Security. The FDF 444V is available for electronic authrussion 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 unlike the on-line database when filling. If the IC works at a location which does not have connectivity to the ADSN, the IC will complete and submat 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 (Applies only to ICs with access to Agency Systems). The IC shall attend the Agency Information Security Course (AISC) on an annual basis—adure to attend a briefing or complete the on-line version of the training as required under this paragraph shall result in the termination of this contract and may preclude the initiation of any new contract. 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 adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Leve of Effect or a Labor-Bour 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 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 Director 6/3 and In addition, the IC is subject to espionage laws and other Federal laws relating to unauthorized the crosure of classified, aftermation

COUNTERINTELLIGENCE TRAINING

The IC shall attend the Agency's next available Counter or linguistic and Security Program. CISP briefing unless the IC has attended a CISP briefing within the past five can adair years. Fadure to attend a briefing as required under this paragraph shall result in the termination of this contract and may proclude the immation 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 coalinot receive any administrant in the contract price for such attendance. If this contract is a Firm-Fixed Price Level of Effort of Labor-Hour contract, the IC shall be pind at the normal rate identified under the contract for attending the priefing.

REPORTING PERSONAL FOREIGN TRAVEL

Prior to any unofficial foreign travel the IC must report to the Agency's cognizant COSR any such travel in accordance with and any other guidelines that partial to as well as with any succeeding guidelines to

REPORTING FOREIGN CONTACTS

The IC must report to the Agency's cognition (OSR any unotificial contacts with foreign nationals in accordance with any other guidelines that exchange to as well as well as well as well as guidelines to

22. COPYRIGHT (03/03) (Applies if the Independent Contractor prepares reports & studies).

The IC agrees not to register or allow to be registered any claim in copyright consisting of any work suggest to copyright that is first produced in the performance of this contract without prior writers permission of the Contracting Officer. When a claim to copyright is made by registration with the 15.5 Copyright Office, the IC shall affect the appropriate copyright notice of 17.0 S (1.40) and 402 and acknowledgment of Government sponsors in to such that when delivered to the Government as well as when the works are published

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Contract No. 2004*P757009*000

. IC Name: John B. Jessen

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 12333, 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 maccessible, 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

24. OPERATIONAL EXPENSES (03/03)

The IC will be advanced or reminured fonds not to exceed \$1,500 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 sudden breakdown of local law and order, civil or military rioting, war or other dangerous situations, such as a cataclysmic or a natural disaster that seriously threatens personal safety, the United States Government, at its discretion, may attempt to arrange emergency departure for the IC or may reimburse reasonable and necessary departure costs incurred by the IC.

26. OVERSEAS EMERGENCY MEDICAL TRAVEL (03/03)

In the event the IC travels oversees 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, migry, or death which occurs while overseas. It is understood and agreed that eligibility will be based upon the IC's conformance with applicable Agency rules, regulations, and poticies. 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.

27. MISSING PERSONS (03/03)

In the event the IC is determined to be "massing" as defined in Agency regulations, the IC will continue to be under contract during the contract period of performance while in missing states as if heshe were communing to perform the contract on schedule. 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 expired provisions of the laternal Revenue Code, amounts paid under this provision will be considered taxable income and will be included on the IC's form 1099.

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 no. 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 coals 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

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 IC shall provide the Contracting Officer or the Contracting Officer's authorized representative with craft notification of an accident or damage to a Government vehicle not later than 24 hours of the occurrence. The IC shall follow up with written notice, detailing the incident, no later than 5 calendar days 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 the Connector's expense) a \$100,000 unconditional term life insurance policy in his/her name, payable to the beneficiary of choice through an Agency administrated program. If the IC decides to purchase such a policy, it will be taken out by the United States Government on his/her behalf and will be effective immediately after administrative processing. This policy will terminate.

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(02/08/08) TCG 31861

SECRET

Contract No.

2004*P757009*000

IC Name John B. Jessen

immediately upon termination of this contract

30. LEGAL REPRESENTATION AND INDEMNIFICATION (03/03)

For reasons of cover, operations and/or 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 fine resulting from the performance of this contract if, and only if, the contract includes this indemnification provision. This means that the IC who, as a result of activities carried out within the scope of this contract, is sued, subpoemed, or investigated in this 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 that person if the General Counsel, in his or her sole and non-reviewable 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 unreviewable discretion

31. SERVICE AND CANCELI ATION (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 to as entirely. 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 entirely. In the event that the Government fails to provide the indicated minimum notification, the IC may invoice the Covernment for such canceled blocks of scheduled appointments in accordance with the payment terms set forth berein unless, as one, he determined by the Contracting Officer, that cancellation is due to an act of God (i.e. singular, unexpected and a capital visitation 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 divices actually performed. The independent Contractor Administrator (ICA) will be informed of all cancellations with less that the required five (5) working days notice for which the Government is to be invoiced. It is a other understood and agreed that the IC shall provide the ICA a minimum of three (3) calendar weeks notice in the except that any plock of activities cannot be provided as scheduled. Failure to provide the indicated minimum notification shall be noted as pack of the IC's performance assessment and taken into account when any renewal of service may be considered.

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(02/08/08) TCG: 31854 INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

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