

Exhibit J

CONFIDENTIAL

INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2002*1095800*000	Mod #	Effective Date 22 July 2002	Target Date 21 July 2003
Issuing Office Name: Contracting Officer		IC Name: John B. Jensen Address Telephone #	
Contracting Officer Name: Telephone #:		IC Vendor Code:	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name: Telephone #	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$135,000.00	
Task Description See page 2 for Task Description and Price details.			
<input type="checkbox"/> If Checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and performance indicates acceptance.		Date Contracting Officer 07/22/02 Date	
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the SECRET level.			

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Contract No. 2002*10958000

IC Name: Jessen

<p>1. SERVICES (ALT D) (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</p>								
<p>2. 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):</p> <p>Task 1. For the satisfactory completion of consultation and recommendations for applying research methodology/CONUS: \$1,800.00/per Day. Task 2. For the satisfactory completion of conducting specified applied research projects/OCONUS: \$1,800.00/per Day.</p> <p>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:</p> <table border="1"> <thead> <tr> <th><u>Task fee</u></th> <th><u>Travel</u></th> <th><u>Total Contract Value</u></th> </tr> </thead> <tbody> <tr> <td>\$115,000.00</td> <td>\$20,000.00</td> <td>\$135,000.00</td> </tr> </tbody> </table>			<u>Task fee</u>	<u>Travel</u>	<u>Total Contract Value</u>	\$115,000.00	\$20,000.00	\$135,000.00
<u>Task fee</u>	<u>Travel</u>	<u>Total Contract Value</u>						
\$115,000.00	\$20,000.00	\$135,000.00						
<p>3. IC TRAVEL (ALTERNATE D) (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:</p> <ul style="list-style-type: none"> - Invoicing and reimbursement for travel lodging and meals and incidental (M&IE) expenses will be limited to the lesser of: <ul style="list-style-type: none"> 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. - 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. <p>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.</p> <p>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.</p>								
<p>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 Officer. It is further agreed that this contractual relationship shall not be disclosed except as allowed by law or regulation.</p>								
<p>5. ELECTRONIC INVOICING (03/02) Invoices may be submitted as tasks or sub-tasks are completed, but not more often than once a month.</p> <p>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.</p> <p>If the IC does not have access to the e-Invoicing system, the IC shall submit hard copy invoices to the IC's</p>								

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IC Name: Jessen

Independent Contract Administrator (ICA), who in-turn shall input the data into the e-Invoicing system. The hard copy invoices submitted by the IC to the ICA shall be proper and complete. To be considered proper and complete, an invoice must include:

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

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

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

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

6. ELECTRONIC FUNDS TRANSFER (11/01)

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

7. PROMPT PAYMENT (11/01)

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

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-renewable 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 contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which: a) illegal or unauthorized access is sought to classified or other sensitive information; or b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.

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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 Officer.

14. INSURANCE (11/01)

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

15. RULES OF CONDUCT/CONFLICT OF INTEREST (11/01)

If work will occur on Government premises, the Contractor acknowledges that the Agency has a zero tolerance policy for harassing behavior. Any Contractor who is found to be culpable in incidents of harassment on Government premises may be 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 relationships and activities which are external to this Agency, and it is understood that such listing shall be reviewed by appropriate members of this Agency for the purpose of determining whether a real or potential conflict of interest exists.

16. SECRECY AGREEMENT (11/01)

This contract specifically incorporates the provisions of all secrecy agreements signed by the Contractor in consideration for service with this organization, 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 stipulated in writing in this agreement or any written modification thereto shall be binding on the United States Government.

18. CHOICE OF LAW (11/01)

This agreement is to be interpreted under the laws of the United States of America and the U.S. common law.

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

The IC will have access to the Agency's computer system and 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 unescorted physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDF 444V) 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

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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 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 and any other guidelines that pertain to as well as with any succeeding guidelines to

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

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

a. The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright consisting of any data first produced in the performance of this contract without prior written permission of the Contracting Officer. The contractor also agrees 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 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, WEATHER, ETC.) (11/01) (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 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 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 understood that all travel expense claims

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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 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 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 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 contract. 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 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 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, subpoenaed, or investigated in his or her individual capacity, or is subjected to investigative, administrative, professional, or State proceedings of any nature, may be indemnified under Section 8 of the Central Intelligence Agency Act of 1949, as amended, for the costs of legal representation by private counsel and for the amount of any judgment or fine entered against 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.

28. 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 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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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 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 Fee</u>	<u>Travel</u>	<u>Total Contract Value</u>
\$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 my liability, including liability to third parties, resulting from activities involving motor vehicles, including rental vehicles, privately-owned, and Government-owned vehicles while overseas. The IC may be considered for indemnification for costs incurred as a result of automobile accidents while in the course of using a rental vehicle, privately-owned, or Government-owned vehicle overseas to perform contractual activities, as specified in Agency regulation HR 7-

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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 Contracting Officer, at

UNITED STATES GOVERNMENT

BY

Contracting Officer

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24 October 2002

Mr. John Jessen



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

Dear Mr. Jessen:

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

Paragraph 2 is changed to read as follows:

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

Task 1. For the satisfactory completion of consultation and recommendations for applying research methodology/CONUS: \$1,000.00/per Day.

Task 2. For the satisfactory completion of conducting specified applied research projects/CONUS: \$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
\$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, [redacted] at [redacted]

UNITED STATES GOVERNMENT

BY



Contracting Officer

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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.

Secret TS/SCI

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CLASSIFICATION WHEN COMPLETE: Unclassified Confidential Secret Top Secret

Contact: John B. Jensen Contract #: _____
 Classifier's Employee Number: _____ Date: 8 July 2002

CONTRACT DATA CLASSIFICATION GUIDE

ITEM (as applicable)	Maximum Classification	Classification Reason	Derived From	Dec/Cl
I. ASSOCIATION	Confidential	1.3 (c)		X1
II. GOVERNMENT FURNISHED DATA & HARDWARE:				
A. Statement of Work	U			
B. Technical Information (includes oral discussions)	S	1.3 (c)		X1
C. Specifications	N/A			
D. Drawings & Graphics	N/A			
E. Computer Software	N/A			
F. Communications Security (COMSEC) Material	N/A			
G. Govt. Furnished Equipment (includes hardware from prior contract)	N/A			
H. Other - identify on attached sheet	N/A			
III. CONTRACTOR PRODUCED DATA & HARDWARE:				
A. Reports (as identified in contract)				
1. Monthly or Preliminary Technical	U			
2. Quarterly or Interim	N/A			
3. Final	N/A			
4. Contract Status	U			
B. Manuals	N/A			
C. Drawings & Graphics	N/A			
D. Computer Software	N/A			
E. Test Data, computer printouts, etc	U			
F. Hardware:				
1. Component	N/A			
2. Sub-system	N/A			
3. Breadboard	N/A			
4. Prototype or Engineering	N/A			
5. System or Finished Product	N/A			
G. Other - identify on attached sheet	N/A			
IV. STATEMENT OF THE CRITICAL SECURITY ELEMENTS OF PROCUREMENT (excluding association): All CLASSIFIED Work must be conducted at secure Sponsor-approved facilities				

CLASSIFICATION WHEN COMPLETE Unclassified Confidential Secret

CONFIDENTIAL//X1

UNCLASSIFIED

INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2003-1508200-000	Mod #	Effective Date 13 June 2003	Target Date 12 June 2004
Issuing Office Contracting Team Washington, DC 20505		IC Name Jessen, John B.	
Contracting Officer Name: Telephone #:		Vendor Code	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$99,900	
Task Description See page 2 for Task Description and Price details.			
<input type="checkbox"/> If Checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and performance indicates acceptance.			
Independent Contractor	Date	Contracting Officer	Date
		<i>[Signature]</i>	<i>6/12/03</i>
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the UNCLASSIFIED level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the UNCLASSIFIED level.			

UNCLASSIFIED

UNCLASSIFIED

Contract No. 2003-1508200-000

IC Name: Jessen

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

The Independent Contractor (IC) shall provide the following tasks:

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

2. PRICE (ALT 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.

<u>Task fee</u>	<u>Travel & ODC's</u>	<u>Total Contract Value</u>
\$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.

4. 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, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation; or
 - b. The alternate rate (if any) established by the component funding the contract
- Airfare or other transportation costs shall be invoiced and reimbursed to the extent that the costs comply with the provisions of section 301-10 (transportation, including Fly America provisions) of the Federal Travel Regulations (FTRs) and the policies of the component that is funding the contract. Business class travel may be allowable if it is in accordance with the terms of section 301-10.124 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.

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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.

5. NON PUBLICITY (03/03)

It is a material condition of this contract that the IC shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation does not expire upon completion or termination of this contract, but continues indefinitely. The IC may request a waiver or release from the foregoing but shall not deviate 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.

6. ELECTRONIC INVOICING (03/03)

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

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

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

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

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

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

For invoices submitted via an ICA (either directly or through the Chief or the Chief's designee at a field installation), the IC shall 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 IC, during the performance of this contract, elects to designate a different financial institution for the receipt of payment, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective. IC's failure to properly designate a financial institution or to provide appropriate payee 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 (calendar) day after the designated billing office has received a proper invoice from the IC. Payment shall be considered as being made on the day the electronic funds transfer is made. An interest penalty shall be paid if payment is not made by the due date and

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Contract No. 2003-1508200-000

IC Name: Jessen

<p>a proper invoice was received by the designated billing office.</p>
<p>9. TERMINATION (03/03) This contract may terminate earlier than the end of the period of performance for any of the following reasons:</p> <ul style="list-style-type: none">a. If the Contracting Officer determines that a real or potential conflict of interest exists with respect to the relationships described in the "Rules of Conduct/Conflict of Interest" paragraph below, the Government may terminate this contract upon ten (10) days notice.b. Upon thirty (30) days notice by either party for any reason.c. By the Director of Central Intelligence or designee, in accordance with the Director's non-reviewable discretion, when termination is in the interests of the United States.d. When the Contracting Officer determines that the IC has failed to fully comply with the security requirements of this contract as a result of the willful misconduct or lack of good faith. <p>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.</p>
<p>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.</p>
<p>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 foreign entity.</p>
<p>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.</p>
<p>13. EXECUTION OF DOCUMENTS (03/03) If, during performance under this contract, the IC assumes the custody of United States Government funds or takes possession of property of any nature whatsoever and wherever situated, which property has in fact been purchased with monies of the United States Government, the IC hereby recognizes and acknowledges the existence of a trust relationship, either express or constructive, and agrees to execute whatever documents may be required by the Government to evidence this relationship.</p>
<p>14. STATUS (03/03) The IC's legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as appointing the IC into the civil service of the United States, implying the creation of an employer-employee relationship, or establishing any entitlement to federal retirement benefits or any other federal employee benefits, such as benefits under the Federal Employees' Compensation Act. If the IC feels such a situation exists, he/she is obligated to inform immediately the Contracting Officer.</p>
<p>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.</p>
<p>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.</p>

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Contract No. 2003-1508200-000

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 interest exists.

18. SECRECY AGREEMENT (03/03)

This contract specifically incorporates the provisions of all secrecy agreements signed by the IC in consideration for service with this organization, including pre-publication requirements.

19. MERGER CLAUSE (03/03)

The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the IC's engagement and that no promises or 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 material. This requirement applies regardless of whether the materials are copyrighted or not.

22. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (03/03)

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

23. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (03/03) -- IC Solely Responsible; Use of a Government-Owned Vehicle Not Authorized

The IC is not an employee of the United States Government and shall be solely responsible for any liability, including liability to third parties, resulting from activities involving motor vehicles, including rental vehicles or privately-owned vehicles. Such expenses shall not be reimbursed in whole or in part by the Government. The IC is not authorized to use a Government-owned vehicle for performance of this contract.

24. SERVICE AND CANCELLATION (03/03)

The Government agrees to provide, at a minimum, five (5) working days notice in the event that any block of scheduled services to be provided hereunder is not required in its entirety. Under such circumstances, there are no costs to be borne by the Government in association with the cancellation of a scheduled block of services in its entirety. In the event that the Government fails to provide the indicated minimum notification, the IC may invoice the Government for such canceled blocks of scheduled appointments in accordance with the payment terms set forth herein unless, as may be determined by the Contracting Officer, 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 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)

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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.

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03/10/2013 01:21 FAX

002/003

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 01	3. EFFECTIVE DATE 05 Jan 2004	4. REQUISITION/PURCHASE REG. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY DST. Contracts	7. ADMINISTERED BY (if other than item 6)	8. FACILITY CODE	
Washington, DC 20503		9. AMENDMENT OF SOLICITATION NO.	
John B. Jessen		10. DATED (SEE ITEM 11)	
11. NAME AND ADDRESS OF CONTRACTOR (See Gen. Serv. Reg. and 22F Code)		104. MODIFICATION OF CONTRACT/ORDER NO. 2003*H508200*000	
CODE 12397-0000 FACILITY CODE		105. DATED (SEE ITEM 11) 13 June 2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or an amended, by one of the following methods:
 (a) By completing items 9 and 10, and returning one (1) copy of the amendment (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if relevant)

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 104.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(b).
D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP action numbers, including subitem/contract subject name, when applicable)
SEE PAGE 2

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

Accept all provisions, terms and conditions of the document referred to in Item 8B or 10A, as hereinafter changed, amended, modified and in all cases and effect	
15A. NAME AND TITLE OF SIGNER (Type or print) John Bruce Jessen	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
160. DATE SIGNED 19 Jan 2004	161. UNITED STATES OF AMERICA
	162. DATE SIGNED 16 Jan 2004

Jessen
2003*H508200*000
Modification 01

- A. The purpose of Modification No. 01 is to:
- Change the contract number from 2003*1508200*000 to 2003*H508200*000.
 - Change the COSR to
 - Change the Contracts Team to DST/ Contracts, Washington DC 20505. The ACO will be
 - Change the COTR to
- B. All other terms and conditions remain unchanged and in full force and effect.

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STATEMENT OF WORK

Consultation Model for Operational Psychologists

April 2003

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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)
- 3.3 Develop briefing and training materials for use in training Sponsor's operational psychologists. (\$30K)
- 3.4 Conduct two (2) formal training sessions for Sponsor. (\$6K)

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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.

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CONTRACT DATA CLASSIFICATION GUIDE

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

Contract Number: 11BD
 Date: 04/08/03

ITEM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On
I. ASSOCIATION				
II. GOVT-FURNISHED DATA & HARDWARE				
A. Statement of Work	U			
B. Technical Info (includes oral discussions)	U			
C. Specifications	U			
D. Drawings and Graphics	U			
E. Computer Software	U			
F. Communications Security (COMSEC) Material	N/A			
G. Govt Furnished Equipment (includes hardware from prior contract)	N/A			
H. Other - identify on attached sheet	N/A			
III. CONTRACTOR PRODUCED DATA AND HARDWARE				
A. Reports (as identified in contract)				
1) Monthly or Preliminary Technical	U			
2) Quarterly or Interim	U			
3) Final	U			
4) Contract Status	U			
B. Manuals	U			
C. Drawings and Graphics	N/A			
D. Computer Software	U			
E. Test Data, Computer Printouts, etc.	N/A			
F. Hardware				
1) Component	N/A			
2) Sub-System	N/A			
3) Breadboard	N/A			
4) Prototype or Engineering	N/A			
5) System or Finished Product	N/A			
G. Other - identify on attached sheet	N/A			

IV. STATEMENT OF THE CRITICAL SECURITY ELEMENTS OF PROCUREMENT (excluding association)

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INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

Contract Number 2023-1310200-000	Mod #	Effective Date 01 January 2003	Target Date 31 December 2003
Issuing Office Name: Contracting Officer		IC Name John B. Jessen	
		Address	
		Telephone #	
Contracting Officer Name:		IC SSN	
Telephone #:		IC Vendor Code	
Contracting Officer's Security Representative (COSR) Name:		IC Administrator Name:	
Telephone #:		Telephone #:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$348,000.00	
Task Description See page 2 for Task Description and Price details.			
<input type="checkbox"/> If Checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and not to be signed by the contractor.			
Independent Contractor	Date 1-15-03	Contracting Officer	Date 1/15/03
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the SECRET level.			

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UNCLASSIFIED

Contract No. 2003*1310200*0000

IC Name: John Jessen

1. SERVICES (ALT 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/CONUS

2. 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 \$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/CONUS: \$1,3000.00/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

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:

- 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
- 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 Officer. It is further agreed that this contractual relationship shall not be disclosed except as allowed by law or regulation.

5. ELECTRONIC INVOICING (03/02)

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

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

If the IC does not have access to the e-Invoicing system, the IC shall submit hard copy invoices to the IC's 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:

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Contract No. 2003*1310200*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 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 CFO Vendor Payments via the e-Invoice system

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

6. ELECTRONIC FUNDS TRANSFER (11/01)

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

7. PROMPT PAYMENT (11/01)

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

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 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 contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which: a) illegal or unauthorized access is sought to classified or other sensitive information, or b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.

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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 Officer.

14. INSURANCE (11/01)

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

15. RULES OF CONDUCT/CONFLICT OF INTEREST (11/01)

If work will occur on Government premises, the Contractor acknowledges that the Agency has a zero tolerance policy for harassing behavior. Any Contractor who is found to be culpable in incidents of harassment on Government premises may be 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 relationships and activities which are external to this Agency, and it is understood that such listing shall be reviewed by appropriate members of this Agency for the purpose of determining whether a real or potential conflict of interest exists.

16. SECRECY AGREEMENT (11/01)

This contract specifically incorporates the provisions of all secrecy agreements signed by the Contractor in consideration for service with this organization, 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 stipulated in writing in this agreement or any written modification thereto shall be binding on the United States Government.

18. CHOICE OF LAW (11/01)

This agreement is to be interpreted under the laws of the United States of America and the U.S. common law.

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

The IC will have access to the Agency's computer system and 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 unescorted physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDF 444V) 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

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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 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 and any other guidelines that pertain to as well as with any succeeding guidelines to

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

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

- a. The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright consisting of any data first produced in the performance of this contract without prior written permission of the Contracting Officer. The contractor also agrees 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 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, WEATHER, ETC.) (11/01) (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. OPERATIONAL EXPENSES (11/01)

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

23. OVERSEAS EMERGENCY DEPARTURE (11/01)

In the event of sudden breakdown of local law and order, civil or military 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 Contractor or may reimburse reasonable and necessary departure costs incurred by the Contractor.

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IC Name: John Jessen

24. OVERSEAS EMERGENCY MEDICAL TRAVEL (11/01)

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

25. MISSING PERSONS (11/01)

In the event the Contractor is determined to be "missing" as defined in Agency regulations, the Contractor will continue to be under contract during the contract period of performance while in missing status as if he/she were continuing to perform the contract on 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.

26. 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. 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 working days after the occurrence. The contractor will cooperate with any investigation the Government may undertake.

27. LIFE INSURANCE (11/01)

The Contractor is permitted to purchase (at Contractor's expense) a \$100,000 unconditional term life insurance policy in 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 States 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, subpoenaed, or investigated in his or her individual capacity, or is subjected to investigative, administrative, professional, or State proceedings of any nature, may be indemnified under Section 8 of the Central Intelligence Agency Act of 1949, as amended, for the costs of legal representation by private counsel and for the amount of any judgment or fine entered against 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 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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STATEMENT OF WORK

John B. Jessen

1.0 BACKGROUND

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

2.0 SCOPE OF EFFORT

- 2.1 (S) Mr. John B. Jessen has successfully served as a special consultant to CTC for the past six months. This contract will continue the use of Mr. Jessen per CTC's request.
- 2.2 (S) Mr. Jessen will serve as both a consultant to CTC special programs as well as conduct specialized training as required by the Sponsor.

3.0 DELIVERABLES

- 3.1 (S) Contractor will provide OCONUS on-site guidance to CTC's debriefing efforts and will be paid on a daily rate per attached government cost estimate.
- 3.2 (S) Contractor will provide CONUS consultative support to CTC at a daily rate fee per attached government cost estimate.
- 3.3 (S) Contractor will conduct specialized training as required by the Sponsor at a daily rate fee per attached government cost estimate.

4.0 PERIOD OF PERFORMANCE

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

5.0 SECURITY

- 5.1 (S) All discussions will be at the TOP SECRET level. The association of the contractor with the Sponsor is UNCLASSIFIED.
- 5.2 (S) Security is a fundamental requirement of this effort due to the sensitive nature of the Sponsor's work. The contractor shall comply with the security requirements of the "National Industrial Security Program Operating Manual," dated January 1995 and all applicable Sponsor security policies and

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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. Jessen

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CONFIDENTIAL

INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2003*1310200*000	Mod # One (1)	Effective Date 13 June 2003	Target Date 31 December 2003
Issuing Office Name: Contracting Officer Address:		IC Name : Jesse John B. Address:	
Contracting Officer Name: Telephone #:		IC SSN IC Vendor Code	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name: Telephone #:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$598,000.00	
Task Description See page 2 for Task Description and Price details.			
<input type="checkbox"/> If Checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and performance indicates acceptance.			
Independent Contractor _____		Contracting Officer <i>J</i>	
Date _____		Date <i>5/20/03</i>	
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is classified at the CONFIDENTIAL level.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the TOP SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the TOP SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the UNCLASSIFIED level.			

CONFIDENTIAL

CONFIDENTIAL

Contract No.

IC Name:

1. PRICE (ALY 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, including other expenses included in the task fee):

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

Task 2. For the satisfactory completion of conducting specific applied research projects/OCONUS: \$1800.00/per day.

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

<u>Task fee</u>	<u>Travel</u>	<u>Total Contract Value</u>
\$463,965	\$134,035.00	\$598,000.00

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 2004*P757009*000	Mod # -----	Effective Date 01 January 2004	Target Date 31 December 2004
Issuing Office DO Contracts		IC Name John B. Jessen, Ph.D.	
Attn: Washington, DC 20505		Address	
Contracting Officer		IC SSN	
Name:		IC Vendor Code	
Telephone #:			
Contracting Officer's Security Representative (COSR)		IC Administrator	
Name:		Name:	
Telephone #:		Telephone #:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$467,500.00	
Task Description See page 2 for Task Description and Price details.			
<input type="checkbox"/> If checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and performance indicates acceptance.			
John B. Jessen, Ph.D.		Date	
CLASSIFICATION OF ASSOCIATION The association of the IC with the agency for issues related to this contract is UNCLASSIFIED.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the TOP SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the TOP SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the SECRET level.			

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02/08 08) TCG: 31856

SECRET

Contract No. 2004*P757009*000

IC Name John B. Jessen

1. SERVICES (ALT 1) (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 CTC (max. 120 days)

2. PRICE (ALT 1B) (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 \$390,000. This amount will be disbursed as follows:

- Task 1. For the satisfactory completion of OCONUS on-site guidance, \$1,800 per day (\$270,000 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 fee, 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 is as follows:

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

3. PERIOD OF PERFORMANCE (03/03)

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

4. IC TRAVEL (ALTERNATE 1) (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, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation; or
 - b. The alternate rate (if any) established by the component funding the contract.

Airfare or other transportation costs shall be invoiced and reimbursed to the extent that the costs comply with the provisions of section 301.10 (transportation, including Fly America provisions) of the Federal Travel Regulations (FTRs) and the policies of the component that is funding the contract. Business class travel may be allowable if it is in accordance with the terms of section 301.10.1.2.4 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 circumstances, 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 circumstance 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.

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 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.

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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 all invoices electronically via the _____ e-Invoicing system, in accordance with the procedures for that system. The IC may use the _____ e-Invoicing system to directly check the status of invoices the IC has submitted via that system.

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

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

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

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

For invoices submitted via an ICA (either directly or through the Chief of 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 IC, during the performance of this contract, elects to designate a different financial institution for the receipt of payment, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective. IC's failure to properly designate a financial institution or to provide appropriate payee 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 (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 a proper invoice was received by the designated billing office.

9. TERMINATION (03/03)

This contract may terminate earlier than the end of the period of performance for any of the following reasons:

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

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

10. FOREIGN TRAVEL (03/03)

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

11. FOREIGN CONTACTS (03/03)

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

12. TAX AND LICENSES (03/03)

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 stored, which property has in fact been purchased with moneys of the United States Government, the IC hereby recognizes and acknowledges the existence of a trust relationship, either express or constructive, and agrees to execute whatever documents may be required by the Government to evidence this relationship.

14. STATUS (03/03)

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

15. INSURANCE (03/03)

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

16. RULES OF CONDUCT (03/03)

If work will occur on Government premises, the IC acknowledges that the Agency has a zero tolerance policy for harassing behavior as defined in AR 9-2. Any IC who is found to be culpable in incidents of harassment on Government premises may be 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.

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 that Agency for the purpose of determining whether a real or potential conflict of interest exists.

18. SECRECY AGREEMENT (03/03)

This contract specifically incorporates the provisions of all secrecy agreements signed by the IC in consideration for service with this organization, including pre-publication requirements.

19. MERGER CLAUSE (03/03)

The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the IC's engagement and that no promises or 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.

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21. CLEARANCE, POLYGRAPH, REPORTING & TRAINING 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 ISSA/TS clearance upon starting work on this contract and is required to undergo polygraph testing for counterintelligence and lifestyle issues prior to the clearance being granted and periodically thereafter. If the IC was issued a green badge, the IC is responsible for notifying the ICA 30 days in advance of the IC's badge expiration date.

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

FINANCIAL DISCLOSURE

The IC who has staff-like access must submit a completed Financial Disclosure Form (FD F 444V) by the annual deadline established by the Agency. Staff-like access is defined as approved eligibility for (a) continued unescorted access to Agency facilities (with an individually issued picture badge), 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 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 (Applies only to ICs with access to Agency Systems)

The IC shall attend the Agency Information Security Course (AISC) on an annual basis. Failure to attend 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 contracts. If the 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 Level of Effort or Labor-Hour contract, the IC shall be paid at the normal rate identified under the contract for attending the briefing.

AGENCY AUTOMATED INFORMATION SYSTEMS (AIS) (Applies only to ICs with access to Agency Systems) It is understood and agreed that 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 IC is subject to espionage laws and other Federal laws relating to unauthorized disclosure of classified information.

COUNTERINTELLIGENCE TRAINING

The IC shall attend the Agency's next available Counterintelligence and Security Program (CISP) briefing unless the IC 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 IC shall not receive any adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level of Effort or Labor-Hour contract, the IC shall be paid at the normal rate identified under the contract for attending the briefing.

REPORTING PERSONAL FOREIGN TRAVEL

Prior to any 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 and any other guidelines that pertain to as well as with any succeeding 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 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 in to such data when delivered to the Government, as well as when the works are published.

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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 inaccessible, then the IC may be entitled only to additional time to complete performance as determined by the Contracting Officer. If this contract is a Fixed-Price Level-of-Effort or Labor-Hour contract, the IC shall be paid only for the hours worked.

24. OPERATIONAL EXPENSES (03/03)

The IC will be advanced or reimbursed funds 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 overseas to perform provisions of the contract, the Government agrees to reimburse the cost of reasonable and necessary travel or transportation expenses, as approved by the Agency in its sole discretion, to Spokane, WA, in the event of IC illness, injury, or death 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 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.

27. MISSING PERSONS (03/03)

In the event the IC is determined to be "missing" as defined in Agency regulations, the IC will continue to be under contract during the contract period of performance while 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 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 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 [redacted]. 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 oral 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 will cooperate with any investigation the Government may undertake.

29. LIFE INSURANCE (03/03)

The IC is permitted to purchase (at Contractor's expense) 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 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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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, subpoenaed, or investigated in his or her individual capacity, or is subjected to investigative, administrative, professional, or State proceedings of any nature, may be indemnified under Section 8 of the Central Intelligence Agency Act of 1949, as amended, for the costs of legal representation by private counsel and for the amount of any judgment or fine entered against 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 nonreviewable discretion.

31. SERVICE AND CANCELLATION (03/03)

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

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INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

Contract Number 2004*P757009*000	Mod # One (01)	Effective Date 04 May 2005	Target Date 31 December 2004																								
Issuing Office DO Contracts		IC Name Dr. John B. Jessen																									
Attn: Washington, DC 20505																											
Administrative Contracting Officer Name:		IC SSN																									
Telephone #:																											
Contracting Officer's Security Representative (COSR) Name:		IC Administrator Name:																									
Telephone #:		Telephone #:																									
Invoicing Instructions See Electronic Invoicing Clause		New Total Contract Price																									
Task Description																											
<p>A. The purpose of this modification is to decrease the overall contract value by all price elements in Paragraph 2, Price, to close out the contract which covered the Term from 01 January 2004 through 31 December 2004. Accordingly, the following revisions are hereby incorporated:</p> <p>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 \$390,000 \$319,000.00. This amount will be disbursed as follows:</p> <p>Task 1. For the satisfactory completion of OCONUS on-site guidance, \$1,800 per day (\$270,000 \$243,000 max.) Task 2. For the satisfactory completion of CONUS consultative support and specialized training, \$1,000 per day (\$420,000 \$76,000 max.)</p> <p>In addition to the above task fee, this contract also includes Travel Expenses (not to exceed \$75,000), Other Direct Costs (related to quick reaction responses) not to exceed \$1,500 and Personal Liability Insurance not to exceed \$1,000. Therefore, the total price of this contract is as follows:</p> <table border="1"> <thead> <tr> <th></th> <th>Task Fee</th> <th>Travel</th> <th>Other Direct Costs</th> <th>Personal Liability Insurance</th> <th>Total Contract Value</th> </tr> </thead> <tbody> <tr> <td>FROM</td> <td>\$390,000.00</td> <td>\$75,000.00</td> <td>\$1,500.00</td> <td>\$1,000</td> <td>\$467,500.00</td> </tr> <tr> <td>BY</td> <td>\$ 71,000.00</td> <td>\$23,616.23</td> <td>\$ 50.99</td> <td>\$1,000</td> <td>\$ 95,667.22</td> </tr> <tr> <td>TO</td> <td>\$319,000.00</td> <td>\$51,373.77</td> <td>\$1,449.01</td> <td>\$0.00</td> <td>\$371,832.78</td> </tr> </tbody> </table> <p>B. All other terms and conditions, except as modified herein, shall remain unchanged.</p>					Task Fee	Travel	Other Direct Costs	Personal Liability Insurance	Total Contract Value	FROM	\$390,000.00	\$75,000.00	\$1,500.00	\$1,000	\$467,500.00	BY	\$ 71,000.00	\$23,616.23	\$ 50.99	\$1,000	\$ 95,667.22	TO	\$319,000.00	\$51,373.77	\$1,449.01	\$0.00	\$371,832.78
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TO	\$319,000.00	\$51,373.77	\$1,449.01	\$0.00	\$371,832.78																						
<input type="checkbox"/> If checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and performance indicates acceptance.																											
Independent Contractor		Date																									
		Date																									

UNCLASSIFIED