

Contracting Officer

08 Aug 2001

James E. Mitchell

Subject: Contract No. 2001\*1\*597300\*000

Dear Dr. Mitchell:

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

1. **Services:** The Contractor shall identify reliable and valid methods for conducting cross-cultural psychological assessments. Specific taskings are identified in the attached Statement of Work (labeled Attachment 1).

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

2. **Price.** In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible Agency official, you will be paid a firm, fixed price of **Not-To-Exceed \$90,000**. This amount will be disbursed as follows:

Task 1 Project 1	\$16,125.00
Task 1 Project 2	\$16,125.00
Task 1 Project 3	\$16,125.00
Task 1 Project 4	\$ 6,375.00
Task 1 Project 5	\$ 7,500.00
Task 2 Project 1	\$ 4,500.00
Task 2 Project 1	\$ 8,250.00
Professional Time	\$75,000.00
Psychological Tests and Reference Materials	\$ 3,000.00
Travel	\$11,000.00
Other Direct Costs	\$ 1,000.00

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.

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3. **Tax and Licenses.** This contract is written to the best of the Government's ability to conform to Internal Revenue Service tax guidelines for Independent Contractors as presently known. Personal tax concerns of the IC may be discussed with a tax consultant/attorney. If classified information is involved, your tax consultant or attorney must be cleared by the Government. No taxes will be withheld from the contract price. It is the responsibility of the Contractor to report such income under existing federal, state, and self-employment (Social Security) income tax laws and regulations.
4. **Execution of Documents.** If, during performance under this contract, the Contractor assumes the custody of United States Government funds or takes possession of property of any nature whatsoever and wherever situated, which property has in fact been purchased with moneys of the United States Government, the Contractor hereby recognizes and acknowledges the existence of a trust relationship, either express or constructive, and agrees to execute whatever documents may be required by the Government to evidence this relationship.
5. **Status.** The Contractor's legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as appointing the Contractor into the civil service of the United States, implying the creation of an employer-employee relationship, or establishing any entitlement to federal retirement benefits or any other federal employee benefits, such as benefits under the Federal Employee's Compensation Act. If the Contractor feels such a situation exists, he/she is obligated to inform the Contracting Officer.
6. **Insurance.** The Contractor assumes all risks associated with the Contractor's performance under this contract. As such, the Contractor is encouraged to obtain appropriate insurance (e.g., liability, health, automobile, disability, professional, etc.) to cover such risks. The Contractor acknowledges that, unless otherwise provided in this contract, the cost of any insurance has been included in the contract price.
7. **Rules of Conduct/Conflict of Interest.** If work will occur on Government premises, the Contract acknowledges that the Agency has a zero tolerance policy for harassing behavior. Any Contractor who is found to be culpable in incidents of harassment on Government premises may be escorted from the premises and denied further access. As a specific condition of this contract, the Contractor agrees to observe and be bound by the Code of Conduct and all conduct regulations of this Organization. The Contractor further agrees to provide, upon request, a listing of relationships and activities which are external to this Organization, and it is understood that such listing shall be reviewed by appropriate members of this Organization for the purpose of determining whether a real or potential conflict of interest exists.
8. **Non-Publicity.** It is a material condition of this contract that the Contractor shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. It is further agreed that the contractual relationship shall be disclosed only on a "need-to-know" basis.

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

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

11. **Foreign Contacts.** The IC shall report to the cognizant COSR (Contracting Officer's Security Representative) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which:

- a) Illegal or unauthorized access is sought to classified or other sensitive information; or
- b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.

12. **Term.** This contract is effective as of 1 September 2001 and shall be completed by 31 August 2002. This contract may terminate earlier for any of the following reasons:

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

Upon termination of this contract, the Contractor will be required to turn in his/her badge or any other items of identification issued by this Agency as well as any Government-purchased, owned or provided property upon termination of this contractual agreement.

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

13. **Merger Clause.** The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the Contractor's engagement and that no promises or commitments pertaining to rights, privileges, or provisions other than those expressly stipulated in writing in this agreement or any written modification thereto shall be binding on the United States Government.

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

15. **IC Invoicing and Payment Instructions.**

Invoices shall be mailed to the following Payments Office:

**Contracts Claims Branch**

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

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

Invoices may be sent to the payment office via facsimile (FAX) machine at: .  
The FAX operator may be reached on . When an original invoice is transmitted via FAX, there is no need to follow up with copies sent via surface mail. Failure to follow these instructions could result in the FAX option being made unavailable to you.

Notice of an apparent error, defect, or impropriety in an invoice shall be given to the IC within 7 days of receipt of the invoice by the payment office. Invoices may be submitted as tasks or sub-tasks are completed, but no more often than twice monthly. Inquiries regarding invoices can be made to the Payments Officer on

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

17. **Electronic Funds Transfer.** Payments under this contract shall be made by the Government by electronic funds transfer only. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit the proper

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information on a Standard Form 1199A to the Contracting Officer. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of payment, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information will delay payments.

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

19. (U) **Security Requirements: Servicing Agency Automated Information Systems (AIS).** It is understood and agreed that all work to be performed under this contract shall be at a Government facility which is under strict security control. As a result, the Contractor agrees that only US citizens will be assigned to perform the work. All automated information systems utilized to process project information will be operated in accordance with the requirements of Director of Central Intelligence Directive 6/3 and In addition, all persons granted access to the Government's facility will be subject to the espionage and other Federal laws relating to unauthorized disclosure of classified information. It is a material condition of this agreement that this clause be incorporated into any and all subcontracts.

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

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

UNITED STATES GOVERNMENT

B)

Contracting Officer

ACCEPTED:

James E. Mitchell  
Independent Contractor

Date

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21 August 2002

Mr. James Mitchell

Subject: Contract No.: 2001\*1597300\*000 Modification 1  
SSN:

Dear Mr. Mitchell:

The United States Government, as represented by the Contracting Officer, hereby issues the following modification to Mr. James Mitchell as an Independent Contractor (IC). The following Terms and Conditions will now be reflected as follows:

12. Term. This contract is extended through 31 December 2002. This contract may terminate earlier for any of the following reasons:
  - (a) If the Contracting Officer determines that a real or potential conflict of interest exists with respect to the relationships described in the "Rules of Conduct/Conflict of Interest" in the paragraph above, the Government may terminate this contract upon ten (10) days notice.
  - (b) Upon thirty (30) days notice by either party for any reason.
  - (c) 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.
  - (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 the Sponsor as well as any Government-purchased, owned or provided property upon termination of this contractual agreement.

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

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

UNITED STATES GOVERNMENT

BY \_\_\_\_\_

Contracting Officer

ACCEPTED:

James E. Mitchell

\_\_\_\_\_  
(Date)

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**STATEMENT OF WORK**

James E. Mitchell, Ph.D.  
Independent Contractor

**1.0 BACKGROUND**

- 1.1 (U) Sponsor has a need to identify reliable and valid methods for conducting cross-cultural psychological assessments.
- 1.2 (U) Sponsor has a need to identify current state of the art behavioral sciences research and methods of influencing attitudes, beliefs, and behavior across cultures.

**2.0 PROJECT OBJECTIVE**

- 2.1 (U) Task I. Identify and describe the reliability and validity of existing methods and strategies for conducting cross-cultural (including non-English speaking, non-Western cultures) psychological assessments under dynamic conditions, with limited access to the individual being assessed, short turn around times for completion of the assessment and high degrees of ambiguity and uncertainty stemming from conflicting or incomplete data, biased presentation and multiple information sources.
- 2.1.1 (U) In addition to traditional self-report measures, methods that assess individuals through objective measures (e.g. task performance, nonverbal behavior, biographical data, etc.) should be examined.
- 2.1.2 (U) The key psychological factors of interest include the categories of: (1) Fluid Intelligence/Cognitive Style; (2) Personality; (3) Beliefs/Motivation/Vulnerability. Sponsor will provide a list of specific variables to be included in each category in Appendix A.
- 2.2 (U) Task II. Identify the current state of behavioral science on theories and methods for influencing attitudes, beliefs, motivation and behavior.
- 2.2.1 (U) Describe the reliability and validity of existing techniques, methods and strategies for motivating and influencing human behavior, particularly those which can be used for motivating and influencing individuals from non-Western cultures.
- 2.2.2 (U) Identify and describe the reliability and validity of existing methods and strategies for determining which method of influence is most likely to be effective for a given individual.

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**3.0 DELIVERABLES**

- 3.1 (U) Task I. The technical report and verbal briefing on category one "Fluid intelligence/cognitive style" will be due three (3) months from the start date of the contract. The technical report and verbal briefings on categories "Personality" and "Beliefs/Motivation/Vulnerabilities" will be due six (6) and eight (8) months, respectively, from the contract start date.
- 3.2 (U) Task I. Provide, in writing, recommendations and courses of action for implementing the use of selected existing methods and strategies identified in 3.1 within ten (10) months from the contract start date.
- 3.3 (U) Task I. Provide, in writing, recommendations and courses of action for developing new methods, strategies and decision making tools to assist in conducting cross-cultural psychological assessments under the conditions described in 2.1 within ten (10) months from the contract start date.
- 3.4 (U) Task II. The technical report and verbal briefing describing the reliability and validity of existing techniques, methods and strategies for motivating and influencing human behavior will be due twelve (12) months from the contract start date.
- 3.5 (U) Task II. The technical report and verbal briefing describing the reliability and validity of existing methods and strategies for determining which method of influence identified in 3.4 is most likely to be effective for a given individual will be due twelve (12) months from the contract start date.

**4.0 PERIOD OF PERFORMANCE**

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

**5.0 PERSONAL QUALIFICATIONS**

- 5.1 (U) Sponsor requires a nationally recognized expert in the field of psychology. This includes a demonstrated record of experience in such areas as psychological screening for high-risk special activities, behavioral profiling, hostage negotiation and predicting hostage behavior, and the psychological aspects of terrorism.

**6.0 SECURITY**

- 6.1 (U) The association of the Contractor with the Sponsor is UNCLASSIFIED. Initially, the technical discussions, work and written reports from this contract will be UNCLASSIFIED. However, it is anticipated that the Contract will evolve and eventually will be classified up to the

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SECRET//NOFORN level. The Contractor can start work without a clearance, but should receive a SECRET clearance within six (6) months of signing the contract.

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**APPENDIX A.**

1. (U) The category "Fluid Intelligence/Cognitive Style" in 2.1.2 will include, but not limited to variables such as critical thinking skills, judgment and discretion, problem solving skills, resourcefulness, degree of linear, dichotomous, or contextual thinking, insight, attention to detail, and grasp of the "big picture".
2. (U) The category "Personality" in 2.1.2 will include, but not limited to variables such as emotional stability/resilience, impulsivity, conscientiousness/reliability, excitement seeking/risk taking behavior, sociopathy/manipulativeness, introversion/extraversion.
3. (U) The category "Beliefs/Motivation/Vulnerability" in 2.1.2 will include, but not limited to belief systems about right and wrong, whether people are basically good or bad, the degree external factors are responsible for what happens, and whether events occur for predictable reasons; needs (for achievement, affiliation, power, status, security, money, etc.), loyalty, and adherence to one's own cultural norms and ideology.

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## CONTRACT DATA CLASSIFICATION GUIDE

Contractor: James E. Mitchell, Ph.D. Contract Number:  
 Classifier's Employee #: Date: 08/13/01

ITEM (as applicable)

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

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

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Contracting Officer

21 December 2001

James E. Mitchell

Subject: Contract No. 2002\*1\*737600\*000

Dear Dr. Mitchell:

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

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

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

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

Consultation (8 days at \$1,000 per day): \$8,000

Travel (Pool of funds not to exceed): \$2,000

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

3. **Tax and Licenses.** This contract is written to the best of the Government's ability to conform to Internal Revenue Service tax guidelines for independent Contractors as presently known. Personal tax concerns of the IC may be discussed with a tax consultant/attorney. If classified information is involved, your tax consultant or attorney must be cleared by the Government. No taxes will be withheld from the contract price. It is the responsibility of the Contractor to report such income under existing federal, state, and self-employment (Social Security) income tax laws and regulations.

4. **Execution of Documents.** If during performance under this contract the Contractor assumes the custody of United States Government funds or takes possession of property of any nature, whatsoever and wherever situated, which property has in fact been purchased with

moneys of the United States Government, the Contractor hereby recognizes and acknowledges the existence of a trust relationship, either express or constructive, and agrees to execute whatever documents may be required by the Government to evidence this relationship.

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

**6. Insurance.** The Contractor assumes all risks associated with the Contractor's performance under this contract. As such, the Contractor is encouraged to obtain appropriate insurance (e.g., liability, health, automobile, disability, professional, etc.) to cover such risks. The Contractor acknowledges that, unless otherwise provided in this contract, the cost of any insurance has been included in the contract price.

**7. Rules of Conduct/Conflict of Interest.** If work will occur on Government premises, the Contract acknowledges that the Agency has a zero tolerance policy for harassing behavior. Any Contractor who is found to be culpable in incidents of harassment on Government premises may be escorted from the premises and denied further access. As a specific condition of this contract, the Contractor agrees to observe and be bound by the Code of Conduct and all conduct regulations of this Organization. The Contractor further agrees to provide, upon request, a listing of relationships and activities which are external to this Organization, and it is understood that such listing shall be reviewed by appropriate members of this Organization for the purpose of determining whether a real or potential conflict of interest exists.

**8. Non-Publicity.** It is a material condition of this contract that the Contractor shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. It is further agreed that the contractual relationship shall be disclosed only on a "need-to-know" basis.

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

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



**11 Foreign Contacts** The IC shall report to the cognizant COSR (Contracting Officer's Security Representative) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which

- a) illegal or unauthorized access is sought to classified or other sensitive information, or
- b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity

**12 Term** This contract is effective as of **01 January 2002** and shall be completed by **31 December 2002**. This contract may terminate earlier for any of the following reasons

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

Upon termination of this contract, the Contractor will be required to turn in his/her badge or any other items of identification issued by this Agency as well as any Government-purchased, owned or provided property upon termination of this contractual agreement.

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

**13 Merger Clause.** The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the Contractor's engagement and that no promises or commitments pertaining to rights, privileges, or provisions other than those expressly stipulated in writing in this agreement or any written modification thereto shall be binding on the United States Government.

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

**15 IC Invoicing and Payment Instructions.**

Invoices shall be mailed to the following payment office:

CONTRACT CLAIMS BRANCH

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

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

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

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

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

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

**19. (U) Security Requirements. Servicing Agency Automated Information Systems (AIS).** It is understood and agreed that all work to be performed under this contract shall be at a Government facility which is under strict security control. As a result, the Contractor agrees that only US citizens will be assigned to perform the work. All automated information systems utilized to process project information will be operated in accordance with the requirements of Director of Central Intelligence Directive 6/3 and \_\_\_\_\_ In addition, all \_\_\_\_\_

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

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

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

UNITED STATES GOVERNMENT

BY

Contracting Officer

ACCEPTED: 1

James E. Mitchell 1  
Independent Contractor

Date

12:20:00 PM 07/01/2016

James E. Mitchell 1

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

**1.0 BACKGROUND**

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

**2.0 Project Objectives**

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

**3.0 Deliverables**

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

**4.0 Period of Performance**

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

**5.0 Personal Qualifications**

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

## 6.0 Security

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

### Government Cost Estimate

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

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## CONTRACT DATA CLASSIFICATION GUIDE

Contractor: James E. Mitchell, Ph.D.  
 Classifier's Employee #:

Contract Number:  
 Date: 08/13/01

ITEM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On
I. ASSOCIATION	U			
II. GOVT FURNISHED DATA & HARDWARE				

A. Statement of Work	U			
B. Technical Info. (includes oral discussions)	S			
C. Specifications	N/A			
D. Drawings and Graphics	N/A			
E. Computer Software	N/A			
F. Communications Security (COMSEC)	N/A			
Material				
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	N/A			
3) Final	N/A			
4) Contract Status	U			
B. Manuals	N/A			
C. Drawings and 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)

UNCLASSIFIED



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FROM

FFX: HCL

Jan. 29 2002 02:35PM P1

Contracting Officer

18 January 2002

James E. Mitchell

Subject: Modification One to Contract No. 200211837000\*000

Dear Dr. Mitchell:

The purpose of this Modification Number One is to revise the security clause to permit processing of the ISSA/TS clearance in response to the SOW. Accordingly, the following change is made:

Paragraph 9 is replaced in its entirety as follows:

9. Classification of Contract, Clearance Issues. The association of the Agency with the work being produced hereunder is classified UNCLASSIFIED. The work and reports are to be classified SECRET//NOFORN initially. It is anticipated that some projects may be classified TOP SECRET//NOFORN. Contractor can start work at the SECRET level, but must have a TS//SCI clearance before access to TS level material/information may be granted. The Contracting Officer's Technical Representative (COTR) for this contract is [redacted]. The Security Officer is [redacted] and she can be reached at [redacted].

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

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

UNITED STATES GOVERNMENT

BY

Contracting Officer

ACCEPTED:

James E. Mitchell  
Independent Contractor

Date

Attachment: revised CDCG (dated 01/18/02)

UNCLASSIFIED // FOR PUBLIC RELEASE

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## CONTRACT DATA CLASSIFICATION GUIDE

Contractor: James E. Mitchell, Ph.D.  
 Classifier's Employee #:

Contract Number: 2002\*1837600\*000  
 Date: 01/18/02

TBM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On

A. Statement of Work	U			
B. Technical Info. (includes oral discussions)	TS SI/TK			
C. Specifications	N/A			
D. Drawings and 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			

A. Reports (as identified in contract)				
1) Monthly or Preliminary Technical	TS SI/TK			
2) Quarterly or Interim	TS SI/TK			
3) Final	TS SI/TK			
4) Contract Status	U			
B. Manuals	N/A			
C. Drawings and Graphics	N/A			
D. Computer Software	N/A			
E. Test Data, Computer Printouts, etc.	TS SI/TK			
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):

UNCLASSIFIED

Contracting Officer

April 04, 2002

James C. Mitchell

Subject: Modification Two (2) to Contract No. 2002\*1837600\*000

Dear Dr. Mitchell

The purpose of this Modification Number Two is to increase the contract value from \$10,000 to \$101,600. 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, you will be paid a firm-fixed price of **Not-To Exceed ONE HUNDRED ONE THOUSAND SIX HUNDRED DOLLARS and NO CENTS (\$101,600.00)**. This amount will be disbursed as follows:

Consultation(not to exceed)	\$ 83,100.00
A. \$1,000.00 per day Conus	
B. \$1,800.00 per day OConus	
Travel (Pool of funds not to exceed)	\$ 17,000.00
ODC's(related to Quick Re-action Response)	\$ 1,500.00
TOTAL (NTE)	\$101,600.00

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.

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

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

UNITED STATES GOVERNMENT

BY  
Contracting Officer

ACCEPTED

James E. Mitchell      Date  
Independent Contractor

Contracting Officer

May 14, 2002

James E. Mitchell

Subject: Modification Three (3) to Contract No. 2002\*1837600\*000

Dear Dr. Mitchell:

The purpose of this Modification Number Two is to increase the contract value from \$101,600 to \$162,600. 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, you will be paid a firm fixed price of **Not-To Exceed ONE HUNDRED SIXTY TWO THOUSAND SIX HUNDRED DOLLARS and NO CENTS (\$162,600.00)**. This amount will be disbursed as follows:

Consultation(not to exceed)	\$ 147,100.00
A. \$1,000.00 per day Conus	
B. \$1,800.00 per day OConus	
Travel (Pool of funds not to exceed)	\$ 17,000.00

ODC's(related to Quick Re-action Response)	\$ 1,500.00
<b>TOTAL (NTE)</b>	<b>\$162,600.00</b>

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.

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

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

UNITED STATES GOVERNMENT

BY  
Contracting Officer

ACCEPTED:

James E. Mitchell      Date  
Independent Contractor

Contracting Officer

July 01, 2002

James E. Mitchell

Subject: Modification Four (4) to Contract No. 2002\*1837600\*000

Dear Dr. Mitchell:

The purpose of this Modification Number Two is to increase the contract value from \$162,600 to \$257,600. 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, you will be paid a firm-fixed price of **Not-To Exceed TWO HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED DOLLARS and NO CENTS (\$257,600.00)**. This amount will be disbursed as follows:

Consultation(not to exceed)	\$218,100.00
A. \$1,000.00 per day Conus	
B. \$1,800.00 per day OConus	
Travel (Pool of funds not to exceed)	\$ 37,000.00
ODC's(related to Quick Re-action Response)	\$ 1,500.00
TOTAL (NTE)	\$257,600.00

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.

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

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

UNITED STATES GOVERNMENT

BY  
Contracting Officer

ACCEPTED

James E. Mitchell  
Independent Contractor

Date

July 2002

UNCLASSIFIED

Contracting Officer

5 September 2002

Dr. James Mitchell

Subject: Contract No. 2002\*1837600\*000 Modification 5  
SSN:

Dear Dr. Mitchell

The purpose of this unilateral Modification Number 5 is to 1) Increase contract funding, 2) Increase the contract value from \$257,600.00 by \$52,500.00 to \$310,100.00, 3) Correct administrative error in Consultation Fees allocation and 4) Insert additional Independent Contractor clauses into the base contract. 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, you will be paid a firm fixed price of Not To Exceed THREE HUNDRED TEN THOUSAND ONE HUNDRED DOLLARS and NO CENTS (\$310,100.00). This amount will be disbursed as follows:

Consultation (not to exceed):	\$260,100.00*
A. \$1,000.00 per day Conus	
B. \$1,800.00 per day OConus	
Travel (Pool of funds not to exceed):	\$ 47,000.00
ODC's related to Quick Re-action Response:	\$ 3,000.00
TOTAL (NTE):	\$310,100.00

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.

(\*This action corrects an administrative error made in the allocation of funds in Modification 5. Consultation fees should have been listed as \$144,100.00 instead of \$143,100.00; therefore, an additional \$1,000 was added in to the Consultation fees in this modification to bring the total allowable to \$260,100.00.)

Paragraph 21 is changed to read as follows:

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

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The following clauses are added in their entirety:

**22. IC TRAVEL (Alternate I) (11/01) Travel Costs are a Separate Contract Line Item from the Service Line Item(s)**

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

Invoicing and reimbursement for travel lodging and meals and incidental (M&IE) expenses will be limited to the lesser of:

a. The rates and allowances in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the conterminous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation; or

b. The alternate rate (if any) established by the component funding the contract. 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.

**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.

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

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**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 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 . . . 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.

**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 Contractor shall be made by the Director of Central Intelligence in his sole and unreviewable discretion.

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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.

UNITED STATES GOVERNMENT

BY

Contracting Officer

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Contracting Officer

12 September 2002

Dr. James Mitchell

Subject: Contract No.: 2002\*1837600\*000 Modification 6  
SSN:

Dear Dr. Mitchell:

The purpose of this unilateral Modification Number 6 is to 1) Increase contract funding and 2) Increase the contract value from \$310,100.00 by \$100,000.00 to \$410,100.00. 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, you will be paid a firm-fixed price of Not-To-Exceed FOUR HUNDRED TEN THOUSAND ONE HUNDRED DOLLARS and NO CENTS (\$410,100.00). This amount will be disbursed as follows:

Consultation (not to exceed):	\$360,100.00
A \$1,000.00 per day Conus	
B \$1,800.00 per day OConus	
Travel (Pool of funds not to exceed):	\$ 47,000.00
ODC's (related to Quick Re-action Response):	\$ 3,000.00
TOTAL (NTE)	\$410,100.00

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.

UNITED STATES GOVERNMENT

BY

Contracting Officer

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## INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

Contract Number 2003*1310300*000	Mod #	Effective Date 01 January 2003	Target Date 31 December 2003
Issuing Office Name: Contracting Officer Address:	IC Name James Mitchell Address Telephone #		
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 \$348,000.00	

## Task Description

See page 2 for Task Description and Price details

☐ If Checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and

1 \_\_\_\_\_ ace.

Independent Contractor

Date

4/15/03

Contracting Officer

Date

4/15/03

## CLASSIFICATION OF ASSOCIATES

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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Contract No. 2003\*1310300\*0000

IC Name: Jim Mitchell

**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: \$1,000.00/per day.
- Task 2. For the satisfactory completion of conducting specific applied research projects/CONUS: \$1,8000.00/per day.

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

Task fee	Travel	Total Contract Value
\$270,000.00	\$76,500.00	\$348,000.00

**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.

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:

Page 2 of 6

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COPY



UNCLASSIFIED

Contract No. 2003\*1310300\*0000

IC Name: Jim Mitchell

- 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 CPO 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

#### 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.

UNCLASSIFIED

Contract No. 2003\*1310300\*0000

IC Name: Jim Mitchell

**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 clearance:

**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\*1310300\*0000

IC Name: Jim Mitchell

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 work, 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

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 cataclysm 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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Contract No. 2003\*1310300\*0000

IC Name: Jim Mitchell

**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 \_\_\_\_\_ 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 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 calendar days after the occurrence. The contractor will cooperate with any investigation the Government may undertake.

**27. LIFE INSURANCE (11/01)**

The Contractor is permitted to purchase (at Contractor's expense) a \$100,000 unconditional term life insurance policy in 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 \_\_\_\_\_  
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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## INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2003*1310300*000	Mod # One (1)	Effective Date 13 June 2003	Target Date 31 December 2003
Issuing Office Name: Contracting Officer Address:		IC Name : Mitchell James E 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	Date	Contracting Officer	<i>5/17/03</i> Date
<b>CLASSIFICATION OF ASSOCIATION</b> The association of the IC with the Agency for issues related to this contract is classified at the UNCLASSIFIED level.			
<b>CLASSIFICATION OF CONTRACT WORK</b> The work to be performed under this contract is classified at the TOP SECRET level.			
<b>CLASSIFICATION OF HARDWARE</b> Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
<b>CLASSIFICATION OF REPORTS</b> Reports produced under this contract are classified at the TOP SECRET level.			
<b>CLASSIFICATION OF STATEMENT OF WORK (SOW)</b> The Statement of Work (SOW) for this contract is classified at the UNCLASSIFIED level.			

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Contract No.

IC Name:

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

In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the IC will be paid a firm, fixed price of \$598,000.00. This amount will be disbursed as follows [tailor to meet the particular circumstances, 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/CONUS: \$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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## STATEMENT OF WORK

James E. Mitchell, Ph.D.

### 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) Dr. James Mitchell has successfully served as a special consultant to CTC for the past one year. This contract will continue the use of Dr. Mitchell per CTC's request.
- 2.2 (S) Dr. Mitchell 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.

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## CONTRACT DATA CLASSIFICATION GUIDE

Contractor: James F. Mitchell, Ph.D.  
Classifier's Employee #Contract Number: TBD  
Date: 12/30/02

ITEM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On
<b>I. ASSOCIATION</b>	U			
<b>II. GOVT FURNISHED DATA &amp; HARDWARE</b>				
A. Statement of Work	U			
B. Technical Info. (includes oral discussions)	TS, SI/TK			
C. Specifications	N/A			
D. Drawings and 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			
<b>III. CONTRACTOR PRODUCED DATA AND HARDWARE</b>				
A. Reports (as identified in contract)				
Monthly or Preliminary Technical	TS, SI/TK			
Quarterly or Interim	TS, SI/TK			
Final	TS, SI/TK			
Contract Status	U			
B. Manuals	TS, SI/TK			
C. Drawings and Graphics	TS, SI/TK			
D. Computer Software	N/A			
E. Test Data, Computer Printouts, etc.	TS, SI/TK			
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			

CLASSIFICATION GUIDE

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## INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number <b>2003-1508100-000</b>	Mod #	Effective Date <b>13 June 2003</b>	Target Date <b>12 June 2004</b>
Issuing Office  <b>Contracting Team</b>  <b>Washington, DC 20505</b>		IC Name  <b>Mitchell, James E.</b>	
Contracting Officer  <b>Name:</b>  <b>Telephone #:</b>		Vendor Code	
Contracting Officer's Security Representative (COSR)  <b>Name:</b>  <b>Telephone #:</b>		IC Administrator <b>Name:</b>	
Invoicing Instructions  <b>See Electronic Invoicing Clause</b>		Total Contract Price  <b>\$90,500</b>	
Task Description  <b>See page 2 for Task Description and Price details.</b>			
<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 <i>6/13/03</i>	
<b>CLASSIFICATION OF ASSOCIATION</b> The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
<b>CLASSIFICATION OF CONTRACT WORK</b> The work to be performed under this contract is classified at the UNCLASSIFIED level.			
<b>CLASSIFICATION OF HARDWARE</b> Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
<b>CLASSIFICATION OF REPORTS</b> Reports produced under this contract are classified at the UNCLASSIFIED level.			
<b>CLASSIFICATION OF STATEMENT OF WORK (SOW)</b> The Statement of Work (SOW) for this contract is classified at the UNCLASSIFIED level.			

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Contract No. 2003-I508100-000

IC Name: Mitchell

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

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

- Task 1 Deliverable 3.1 Adapt and modify the Bandura social cognitive theory for application in operational settings. / NLT 12 June 2004
- Task 2 Refine variables of interest to assess in order to apply the model (3.1) to specific individuals. / NLT 12 June 2004
- Task 3 Devise strategies and methods for assessing variables of interest in high risk operational settings. / NLT 12 June 2004
- Task 4 Applied research in the areas of operational psychology/ 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 \$90,500. This amount will be disbursed as follows:

- Task 1 Deliverable 3.1 Adapt and modify the Bandura social cognitive theory for application in operational settings. / \$30,000
- Task 2 Refine variables of interest to assess in order to apply the model (3.1) to specific individuals. / \$10,000
- Task 3 Devise strategies and methods for assessing variables of interest in high risk operational settings. / \$20,000
- Task 4 Applied research in the areas of operational psychology/ \$20,000

In addition to the above task fee, this contract also includes travel expenses not to exceed \$10,000 and ODC's not to exceed \$500. Therefore, the total price of this contract is as follows:

<u>Task fee</u>	<u>Travel &amp; ODC's</u>	<u>Total Contract Value</u>
\$80,000	\$10,500	\$90,500

**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. 2003-1508100-000

IC Name: Mitchell

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. 2003-1508100-000

IC Name: Mitchell

a proper invoice was received by the designated billing office.

**9. TERMINATION (03/03)**

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

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

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

**10. FOREIGN TRAVEL (03/03)**

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

**11. FOREIGN CONTACTS (03/03)**

The IC shall report to the cognizant Contracting Officer's Security Representative (COSR) all contacts with individuals of any foreign nationality, 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 situated, which property has in fact been purchased with monies of the United States Government, the IC hereby recognizes and acknowledges the existence of a trust relationship, either express or constructive, and agrees to execute whatever documents may be required by the Government to evidence this relationship.

**14. STATUS (03/03)**

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

**15. INSURANCE (03/03)**

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

**16. RULES OF CONDUCT (03/03)**

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

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UNCLASSIFIED

UNCLASSIFIED

Contract No. 2003-1508100-000

IC Name: Mitchell

<b>17. CONFLICT OF INTEREST (03/03)</b> 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.
<b>18. SECRECY AGREEMENT (03/03)</b> 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.
<b>19. MERGER CLAUSE (03/03)</b> 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.
<b>20. CHOICE OF LAW (03/03)</b> This agreement is to be interpreted under the laws of the United States of America and the U.S. common law.

<b>21. COPYRIGHT (03/03) (Applies if the Independent Contractor prepares reports &amp; studies).</b> 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 acknowledge Government sponsorship to such data when delivered to the Government, as well as when the works are published and/or deposited for registration with the U.S. Copyright Office. In such cases, the IC grants to the Government, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.  The IC also agrees, upon request from the Contracting Officer, to assign copyright in works first produced in the performance of this contract to the United States Government where the works are intended for the Government's internal use only, as determined by the Contracting Officer. Copyright may also be assigned to the Government where the copyrighted works are unsuitable for commercial exploitation because of the subject matter or lack of commercial capabilities, as mutually determined by the parties to this contract. The IC agrees to execute all applicable documents necessary to effectuate the assignment.  To be consistent with Executive Order 12333, the IC may be required to attribute the Agency as the source of the materials. This requirement applies regardless of whether the materials are copyrighted or not.
<b>22. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (03/03)</b> 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.
<b>23. VEHICLE INSURANCE &amp; MOTOR VEHICLE ACCIDENTS (03/03) - IC Solely Responsible; Use of a Government-Owned Vehicle Not Authorized</b> 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.
<b>24. SERVICE AND CANCELLATION (03/03).</b> 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. 2003-1508100-000

IC Name: Mitchell

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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## STATEMENT OF WORK

Assessment in Operational Settings

April 2003

UNCLASSIFIED

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## Statement of Work

### 1.0 BACKGROUND

- 1.1 Sponsor has the need for psychologists who are trained and experienced in conducting psychological assessments and applied research in high-risk operational settings to provide consultation and training in the area of operational assessment.

### 2.0 PROJECT OBJECTIVES

- 2.1 Develop an assessment model for use in operational settings.
- 2.2 Provide the \_\_\_\_\_ with research and consultation in support of \_\_\_\_\_ applied research efforts in the area of operational psychology.
- 2.3 Provide the \_\_\_\_\_ with recommendations and suggested courses of action for applying research methodology to meet mission goals and objectives in conducting psychological assessment in high-risk operational settings.
- 2.4 Conduct specified, time-limited research projects identified by the \_\_\_\_\_ in support of operational psychology.

### 3.0 DELIVERABLES

- 3.1 Adapt and modify the Bandura social cognitive theory for application in operational settings.
- 3.2 Refine variables of interest to assess in order to apply the model (3.1) to specific individuals
- 3.3 Devise strategies and methods for assessing variables of interest in high risk operational settings.
- 3.4 Specified applied research projects on a level of effort basis in the areas of operational psychology.

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2 of 3

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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 OTS/

#### **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 conducting training and applied research 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 UNCLASSIFIED. Technical discussions, work and written reports from this contract will be UNCLASSIFIED.

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CONFIDENTIAL

## CONTRACT DATA CLASSIFICATION GUIDE

Contractor: James E. Mitchell, Ph.D.  
Classifier's Employee #Contract Number: TBD  
Date: 04/08/03

ITEM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On
<b>I. ASSOCIATION</b>				
	U			
<b>II. GOVT FURNISHED DATA &amp; HARDWARE</b>				
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			
<b>III. CONTRACTOR PRODUCED DATA AND HARDWARE</b>				
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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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. <b>Modification No. 01</b>		3. CONTRACT ID CODE		1 2	
4. EFFECTIVE DATE <b>05 Jan 2004</b>		5. PROJECT NO. (if applicable)			
6. ISSUED BY <b>DST/ Contracts</b>		7. ADMINISTERED BY (if other than item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (aka: Street, county, State and ZIP Code) <b>Washington, DC 20505</b>		9. AMENDMENT OF SOLICITATION NO.			
		10. DATED (MM/YY/YY)			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (MM/YY/YY)			
		10C. MODIFICATION OF CONTRACT/ORDER NO.			
		10D. DATED (MM/YY/YY)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		12. ACCOUNTING AND APPROPRIATION DATA (if required)			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, 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.					
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 10A. (b) THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). (c) THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103(b)</b> (d) OTHER Specify type of modification and authority:					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>005 (1)</u> copies to the issuing					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Approved by UOF action headings, including solicitation/contract subject matter where feasible.) <b>SEE PAGE 2</b>					
Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as negotiated, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACT/OFFEROR		15C. DATE SIGNED		15C. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		6 Jan 2004	
NGH 7640-01-162-0070 PREVIOUS EDITION UNUSABLE		30-105 Computer Generated		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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.

Mitchell  
2003\*H508100\*000  
Modification 01

- A. The purpose of Modification No. 01 is to:
- Change the contract number from 2003\*H508100\*000 to 2003\*H508100\*000.
  - Change the
  - Change the Contracts Team to DST/ Contracts, 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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## INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number <b>2004*P742309*000</b>	Mod # -----	Effective Date <b>01 January 2004</b>	Target Date <b>31 December 2004</b>
Issuing Office <b>DO Contracts</b>  <b>Washington, DC 20505</b>		IC Name <b>James E. Mitchell, Ph.D.</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  <b>\$467,500.00</b>	
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.			
James E. Mitchell, Ph.D. _____		_____	
Date _____		Date _____	
<b>CLASSIFICATION OF ASSOCIATION</b> The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
<b>CLASSIFICATION OF CONTRACT WORK</b> The work to be performed under this contract is classified at the TOP SECRET level.			
<b>CLASSIFICATION OF HARDWARE</b> Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
<b>CLASSIFICATION OF REPORTS</b> Reports produced under this contract are classified at the TOP SECRET level.			
<b>CLASSIFICATION OF STATEMENT OF WORK (SOW)</b> The Statement of Work (SOW) for this contract is classified at the SECRET level.			

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SECRET

Contract No. 2004\*P742309\*000

IC Name: James E. Mitchell

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

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

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

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

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

In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the IC will be paid a firm, fixed price of \$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</u>	<u>Personal Liability</u>	<u>Total</u>
		<u>Direct Costs</u>	<u>Insurance</u>	<u>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 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:

- 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
- 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.

**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

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Contract No. 2004\*P742309\*000

IC Name: James E. Mitchell

**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 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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Contract No. 2004\*P742309\*000

IC Name: James E. Mitchell

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

**10. FOREIGN TRAVEL (03/03)**

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

**11. FOREIGN CONTACTS (03/03)**

The IC shall report to the cognizant Contracting Officer's Security Representative (COSR) all contacts with individuals of any foreign nationality, 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 situated, 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 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.

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Contract No. 2004\*P742309\*000

IC Name: James E. Mitchell

**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 (FDF 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 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 a 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 to such data when delivered to the Government, as well as when the works are published.

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Contract No. 2004\*P742309\*000

IC Name: James E. Mitchell

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 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 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, not 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 unreviewable 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 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) 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 <b>2004*P742309*000</b>	Mod # <b>One (01)</b>	Effective Date <b>04 May 2005</b>	Target Date <b>31 December 2004</b>																								
Issuing Office <b>DO Contracts</b>		IC Name <b>Dr. James E. Mitchell</b>																									
Washington, DC 20505																											
Administrative Contracting Officer Name: Telephone #:		IC SSN																									
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name: Telephone #:																									
Invoicing Instructions See Electronic Invoicing Clause		New Total Contract Price <b>\$378,778.10</b>																									
<p><b>Task Description</b></p> <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><b>PRICE (ALT 1B) (FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (03/03)</b> 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 \$332,200.00. 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 \$250,200 max.) Task 2. For the satisfactory completion of CONUS consultative support and specialized training, \$1,000 per day (\$130,000 \$82,000 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 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:</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</td> <td>\$1,000</td> <td>\$467,500.00</td> </tr> <tr> <td>BY</td> <td>\$ 57,800.00</td> <td>\$29,921.90</td> <td>\$ -0-</td> <td>\$1,000</td> <td>\$ 88,721.90</td> </tr> <tr> <td>TO</td> <td>\$332,200.00</td> <td>\$45,078.10</td> <td>\$1,500</td> <td>\$0.00</td> <td>\$378,778.10</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	\$1,000	\$467,500.00	BY	\$ 57,800.00	\$29,921.90	\$ -0-	\$1,000	\$ 88,721.90	TO	\$332,200.00	\$45,078.10	\$1,500	\$0.00	\$378,778.10
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TO	\$332,200.00	\$45,078.10	\$1,500	\$0.00	\$378,778.10																						
<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																									

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