

DEPARTMENT OF DEFENSE NEGOTIATED CONTRACT		DEPARTMENT OF THE Army	CONTRACT NO. DA18-119-sc-109 267-LYN-58
ISSUING OFFICE			
NAME U. S. Army Signal Procurement Office		ADDRESS 9800 Savage Road Fort George G. Meade, Maryland	
CONTRACTOR			
NAME Mr. William F. Friedman		ADDRESS 210 Second Street, S. E. Washington 3, D. C.	
CONTRACT FOR SPECIAL CRYPTOLOGIC STUDIES AND REPORTS			AMOUNT \$ 10,000.00
APPROPRIATION AND OTHER ADMINISTRATIVE DATA			
<p>The services and material to be obtained by this Contract are authorized by, are for the purposes set forth in, and are chargeable to the following allotments: 2182020 S18-119 16-8006 P2762.1-07 8A844000 Issue Slip 144-110-58, the available balance of which is sufficient to cover the cost of same.</p> <p>Mail Invoices to: U. S. Army Signal Procurement Office 9800 Savage Road Fort George G. Meade, Maryland Attn: SIGPQ-3</p> <p>Payment will be made by: Finance and Accounting Office 9800 Savage Road Fort George G. Meade, Maryland</p> <p>This contract is composed of a Schedule, 36 General Provisions, and a Signature Page.</p>			
<p>This negotiated contract is entered into pursuant to the provisions of Section 2 (c) (12) of the Armed Services Procurement Act of 1947 (<i>Public Law 413, 80th Congress</i>), and any required determination and findings have been made.</p> <p>THIS CONTRACT is entered into as of <u>1 May</u>, 19<u>58</u>, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and <u>Mr. William F. Friedman</u> (NAME OF CONTRACTOR)</p> <p>(i) a corporation organized and existing under the laws of the State of _____</p> <p>(ii) a partnership consisting of _____</p> <p>(iii) an individual trading as <u>Same</u></p> <p>hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein.</p>			

. Contract DA18-119-sc-109 SCHEDULE

ARTICLE I - SCOPE OF WORK

a. The Contractor, as an independent contractor, shall furnish all services and supplies, perform the necessary research, compile pertinent data and shall do all other things necessary to complete the following projects:

- (1) Project 1: Prepare a manuscript of the text for a series of six (6) lessons containing unclassified data designed for the technical orientation of new NSA employees. Basic outline of lectures is shown in Paragraph b.
- (2) Project 2: Prepare a set of photographic negatives and prints to accompany the manuscript called for under Project 1, and which shall serve as illustrative material for the data contained in those lessons.
- (3) Project 3: Prepare a set of lantern slides for use in connection with a series of six lectures, which shall be based upon and coordinated with the six lessons called for under Project 1.
- (4) Project 4: Prepare a voice recording of the six lectures, each approximately 50 minutes in length, the lectures to be based upon the materials called for under Projects 1, 2 and 3.

b. The basic outline of the six lessons and lectures outlined in paragraph "a" should provide:

- (1) Basic terminology and an account of cryptology from the earliest days of the invention and a development of secret writing, and devices or means for secret communication, and of means and methods of solving such writings, devices, and means for secret communications.
- (2) Cryptology in the 15th and 16th Centuries.
- (3) Cryptology (American and British) during the period of the American Revolution and the period thereafter up to the time of the U. S. War Between the States (Civil War).
- (4) Cryptology (Federal and Confederate) during the Civil War.
- (5) Cryptology in the period from the end of the Civil War to the end of World War I.
- (6) Cryptology in the period from the end of World War I to the end of World War II (Unclassified material only).

c. All work shall conform to the standards established by Article III.

d. Reports - The Contractor shall furnish six (6) bi-monthly reports outlining progress of the work. These reports shall be submitted within ten (10) days following the period being reported.

ARTICLE II - DELIVERY

The Contractor shall deliver, not later than 1 May 1959, the completed work required herein to the Director of Training, National Security Agency; however, the Government may at its discretion extend the date of delivery for good cause shown. Reports required by Article I d, above, will be delivered to the Director of Training, National Security Agency.

ARTICLE III - INSPECTION AND APPROVAL

At least 30 days prior to the date set for delivery in Article II, the Contractor shall submit to the Contracting Officer, or the Director of Training, NSA (the duly authorized representative of the Contracting Officer), the completed manuscript or other work called for in Article I for approval and inspection as to its compliance with the standards set forth herein. If the work, in the opinion of the Contracting Officer or his duly authorized representative, meets the required standards and is otherwise satisfactory as to coverage and content, it shall be approved. If the work, in the opinion of the Contracting Officer or his duly authorized representative, does not meet the required standards or is otherwise unsatisfactory as to coverage and content, the Contractor shall make such changes, corrections, additions or deletions as are necessary to meet the required standards and to produce satisfactory work.

ARTICLE IV - COPYRIGHT (ASPR 9-204)

(a) The Contractor agrees that all material forming the subject matter of this contract and first produced in the performance of this contract shall be the sole property of the Government, and may not be published or reproduced, in whole or in part, or in any manner or form, other than by the Government or with its express consent. The Contractor further agrees that no right at common law or in equity shall be asserted and no claim to copyright by statute shall be established by the Contractor in any material first produced in the performance of this contract.

(b) The Contractor agrees to grant and does hereby grant to the Government a royalty-free, nonexclusive and irrevocable license (i) to publish, translate, reproduce, use and dispose of, in any manner, any and all copyrighted or copyrightable material not first produced or composed in the performance of this contract but which is incorporated in the material furnished under the contract; and (ii) to authorize others so to do.

(c) The Contractor agrees to indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, for (i) violation of proprietary rights, copyright or right of privacy, arising out of the reproduction use or disposition of any copyrighted or copyrightable material furnished under this contract, or (ii) based upon any libelous or other unlawful matter contained in said material.

ARTICLE V - COMPENSATION

a. The Government will pay to the Contractor the sum of Ten Thousand Dollars and no cents (\$10,000.00) for all of the supplies and services furnished in accordance with the provisions of this contract.

b. Payment to the Contractor shall be made as follows:

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SCHEDULE

Article V (Cont'd)

- (i) One Thousand Dollars and No Cents (\$1,000.00) shall be paid upon receipt and acceptance of each of the six (6) bi-monthly Progress Reports required by Article I d.
- (ii) The balance of the contract price shall be paid upon submission by the Contractor and approval by the Contracting Officer or his duly authorized representative of the complete work required by Article I hereof.

c. Any and all progress payments made hereunder shall be secured, when made, by a lien in favor of the Government upon the work contracted for on account of all payments so made and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government, by virtue of any other provision of this contract, or otherwise, shall have valid title to such articles, things, materials, or other property as against other creditors of the Contractor. Any lien provided for by virtue of this Article is paramount to all other liens under the provision of an Act approved August 22, 1911 (Pub. No. 41, 62d Cong.; 37 Stat. 32; 34 U.S.C. sec. 582).

d. Payments of all sums specified in this Article V shall be made upon submission by the Contractor of proper invoices to the Contracting Officer for certification that the supplies and services covered have been received and transmitted to the Fiscal Officer for preparation of public vouchers and payments.

e. In the event of the death of the Contractor prior to the completion of this contract or of a disability rendering him unable to complete the performance of the contract, the Government will pay to the Contractor's estate, in the event of his death, or to the Contractor, in the event of his disability, such further portion of the contract price which, plus payments previously made, represents the fair value of the performance rendered by the Contractor up to the time his performance ceased. The sum to be paid to the Contractor shall be mutually agreed upon between the Contracting Officer and the Contractor, or his duly authorized representative, and failure to agree upon such sum shall be a dispute concerning a question of fact, within the meaning of the article of this contract entitled "Disputes".

f. Upon written approval by the Contracting Officer, or his duly authorized representative, prior to commencement of the travel involved, (i) the contractor is authorized payment for actual transportation cost and per diem allowance, not to exceed \$9.00 per day, incurred from the time of departure from the Contractor's residence at Washington, D. C., to his destination outside of the Washington, D. C. area and return and (ii) the contractor may be authorized to travel by Government transportation within or without the continental United States. Reimbursement for travel expenses incurred by the Contractor will require the provision of additional funds to this contract and the execution of a Supplemental Agreement to provide therefor.

ARTICLE VI - GOVERNMENT FURNISHED PROPERTY AND ASSISTANCE

a. Clerical and research assistance as may be necessary (including translation of documents pertinent to the items of work and in foreign languages).

b. Office furniture to include a secretary's desk and chair, two small tables, a 6-drawer file cabinet for 3"x5" cards and stand or table therefor, and two small office chairs (without arms).

c. Office facilities and equipment of the usual type, including an electric typewriter, a land camera, a dictating reproducing recorder of the flat disk type, a dictating-reproducing recorder of the magnetic tape type, a small office-use projector (115v./a.c.) for showing lantern slides of the glass or filmstrip type and a suitable screen therefor, and boxes for storing glass slides and/or film strips when not in use.

d. Miscellaneous office supplies such as paper, pencils, shears, stitching device for fastening papers, pencil sharpener, waste-paper baskets, etc.

e. The raw photographic and recording materials for the negatives, prints, slides, and recordings called for under Article I above; the photographic services required for processing these materials into final form; and a sound-recording studio with technical facilities and services required for making the illustrated voice-recorded lectures called for under Project 4 of Article I above.