

DEPARTMENT OF DEFENSE
NEGOTIATED CONTRACT

ARMY

ISSUING OFFICE

NATIONAL SECURITY AGENCY

WASHINGTON 25, D. C.

CONTRACTOR

MR. WILLIAM F. FRIEDMAN

310 SECOND STREET, S. E.
WASHINGTON 3, D. C.

CONTRACT FOR

SPECIAL CRYPTOLOGIC STUDIES AND REPORTS

AMOUNT

\$ 10,000.00

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

The services and material to be obtained by this Contract are authorized by, and are for the purposes set forth in, and are chargeable to the following allotments: 2162020 603-6171 P2711-09 S49-170 (37516), the available balance of which is sufficient to cover the cost of same.

Mail Invoices to: National Security Agency, Washington 25, D. C.
Attn: SIGRO-4

PAYMENT: Finance and Accounting Office, National Security Agency,
Washington 25, D. C.

Purchase Description No. OOF3, dated 8 August 1955, and all drawings and schedules in connection therewith, if any, are made a part of this Contract.

Note:

See Standard General Provisions ~~not~~
included in this copy. WFF.

This Contract is composed of a Schedule, 38 General Provisions and a Signature Page.

This negotiated contract is entered into pursuant to the provisions of Section 2 (c) (1) of the Armed Services Procurement Act of 1947 (Public Law 413, 80th Congress), and the Federal Acquisition Regulation (48 CFR), Presidential Proclamation 2914.

THIS CONTRACT is entered into as of 1 AUGUST, 1955, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and MR. WILLIAM F. FRIEDMAN

(NAME OF CONTRACTOR)

- (i) a corporation organized and existing under the laws of the State of _____
- (ii) a partnership consisting of _____
- (iii) an individual trading as GAME

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.

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 requirements of Purchase Description OOF3 dated 8 August 1955.

b. The Contractor shall complete the following projects called for in the Purchase Description.

- (1) Project 1: Prepare a card catalogue of the books, papers, articles, pamphlets and documents comprising the cryptologic collection of the Contractor.
- (2) Project 2: Prepare a manuscript of an historical and analytical bibliography based on the card catalogue prepared as Project 1.
- (3) Project 3: Prepare a special cryptological report as required by the Purchase Description OOF3.

c. All work shall conform to the standards established in the Purchase Description.

d. Reports. The Contractor shall furnish six (6) bimonthly Progress Reports outlining progress of the work. These reports shall be submitted within ten (10) days following the period being reported in accordance with paragraph 1.3 of Purchase Description OOF3.

ARTICLE II - DELIVERY

The Contractor shall deliver, not later than 31 July 1956, the completed work required herein to the Director, 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 Deputy Chief of Staff for Operations, NSA, Washington 25, D. C.

ARTICLE III - INSPECTION AND APPROVAL

At least thirty (30) days prior to the date set for delivery in Article II, the Contractor shall submit to the Contracting Officer, or his duly authorized representative, the completed manuscript or other work called for in Article I for approval and inspection as to its compliance with the standards set forth in the Purchase Description. 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:

(i) One Thousand Dollars and No Cents (\$1,000.00) shall be paid upon receipt and acceptance of each of the first six (6) bimonthly 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 thereof have been received and for transmission 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 (including translation of documents pertinent to the items of work and in foreign languages).

b. Office room suitable for research and writing, equipped with the usual type of office furniture, to include an executive desk and chair, a secretary's desk and chair, a medium-size office table with three chairs, a small table, a book case, at least one 2-drawer file cabinet provided with a 3-tumbler lock, a dictionary stand and an unabridged dictionary.

c. Office facilities and equipment of the usual type, including an electric typewriter, a dictating-reproducing recorder.

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

ARTICLE VII - RECORDS OF GOVERNMENT PROPERTY

The Contract Property Administrator, National Security Agency Procurement Office, Washington 25, D. C. is designated and authorized to maintain, at the National Security Agency Procurement Office, the Official Government property contract records in connection with this contract in accordance with Appendix B, ASPR, under exception authorized per paragraph 301(a) thereof.

ARTICLE VII - ALTERATIONS IN CONTRACT

The following alterations have been made in the provisions of this contract:

a. The attached General Provisions, 1 through 35, are hereby made a part of this contract except as follows:

The following provisions do not apply

- 18. Nondiscrimination in Employment
- 21. Patent Indemnity

The following additional provisions shall apply

- 36. Nondiscrimination in Employment
- 37. Government Property
- 38. Military Security Requirements