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Security Information
Date:

Feb 1953

Mr. Mario Giordano

Dear Mr. Giordano:

Reference is made to your contract effective 5 September 1952 with the United States Government, as represented by the Contracting Officer, for the purchase of information and services of a confidential nature.

Effective 23 February 1953 said contract is hereby terminated by mutual consent of the parties thereto and in lieu thereof the following contract is substituted:

The United States Government, as represented by the Central Intelligence Agency, hereby contracts with you as a covert associate for the submission of certain information and related services of a confidential nature under the following terms and conditions:

1. Compensation. In full consideration for the submission of such information and service you will be paid an amount calculated at the rate of \$4800 per annum. Payments will be made as directed by you in writing in a manner acceptable to CIA. Taxes will be withheld from this amount and submitted by CIA in the name of the "United States Government". You will report the source of such income as directed by CIA.

2. Travel. (a) You will be advanced or reimbursed funds for travel and transportation expenses from your permanent post of duty overseas to the United States. Further, you will be entitled to per diem in lieu of subsistence during such travel.

(b) CIA will advance or reimburse you funds, not to exceed a total of \$300, for the travel and transportation expenses of your dependents and their household effects from the New York, New York area to the Washington, D. C. area.

(c) You will be advanced or reimbursed funds for necessary expenses incurred in connection with such domestic travel as may be directed or authorized by CIA. This will include per diem in lieu of subsistence in the course of such travel while away from Washington, D. C. All travel, transportation and per diem provided for under these sub-paragraphs must be properly authorized, and expenses incurred hereunder are subject to payment and accounting in substantial compliance with CIA regulations.

3. Operational Expenses. You will be advanced or reimbursed funds for necessary operational expenses including, but not limited to, entertainment and the purchase of information as specifically approved by CIA. Such funds will be subject to accounting in compliance with CIA regulations.

4. Benefits. (a) You will be entitled to death and disability benefits equal to those authorized under the Federal Employees' Compensation Act, as amended. Claims by you, your heirs, assigns, or legal representatives under

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this paragraph will be processed by CIA in its discretion and in such manner as not to impair the past, present, or future security of you or CIA.

(b) You will be entitled to sick and annual leave equal to and subject to the same rules and regulations applicable to CIA employees. Such leave may only be taken at times and places approved in advance by appropriate representatives of CIA.

(c) Civil Service Retirement deductions will not be made from your wages since your employment hereunder is not a covered employment under the Civil Service Retirement Act. However, your status is that of an employee of the United States Government paid from Government funds. Therefore, if in the future you are employed by the United States Government in a status covered by the Civil Service Retirement Act, periods of service under this contract will be available as creditable service for retirement purposes, upon deposit by you of a sum equal to the total deductions which would have been made had you been under the Civil Service Retirement Act during the period you serve under this contract.

5. Execution of Documents. If, in the performance of your cover service, you assume the custody of government funds or take title of record to property of any nature whatsoever and wherever situate, which property has in fact been purchased with monies of the U.S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by CIA to evidence this relationship.

6. Secrecy. You will be required to keep forever secret this contract and all information which you may obtain by reason hereof (unless released in writing by CIA from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the espionage laws dated 25 June 1948, as amended, and other applicable laws and regulations.

7. Instructions. Instructions received by you from CIA in briefing or training are a part of this contract and are incorporated herein, provided that such instructions are not inconsistent with the terms hereof.

8. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

9. Term. This contract is effective as of 24 Feb. '53, and shall continue thereafter for a period of one (1) year unless sooner terminated by CIA either:

- (a) By 15 days actual notice to you from CIA, or
- (b) Without prior notice, in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Subject to the availability of appropriations, this agreement may be renewed for successive periods of one year each upon notice from CIA accepted by you.

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