

SECRET

-2-

5. The above is not to be misconstrued in any way to suggest [] A great deal of fault is the fact that while some business has been generated here, DTAgenda's heavy commitments in other quarters (and it's irregularity) have denied [] equipment when he had outboard lift ready. (DTAgenda is acquainted with this awkward problem; it is not unique.)

6. []

[]

[]

[]

SECRET

SECRET

550

FILE
DTAger da

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of November 1950 between the United States of America (hereinafter called "the Government"), represented by the Contracting Officer executing this Agreement, and _____ a corporation organized and existing under the laws of the State of _____ (hereinafter called "the Corporation").

1. Subject. The Corporation will furnish necessary aircraft and selected personnel for the purpose of conducting such flights as may be determined by the authorized representative of the Contracting Officer and are acceptable to the Corporation. Such flights shall be referred to as "directed flights."

2. Repairs. The Corporation shall bear the expense of making all repairs and replacements to such aircraft occasioned by (a) usual operating conditions, (b) its negligence, or (c) the negligence of its employees.

3. Damage, Loss, or Destruction of Aircraft. The Government agrees to pay the Corporation for damage, loss, or destruction to its aircraft while engaged in directed flights; provided such damage, loss, or destruction is not the result of fault or negligence on the part of the personnel of the Corporation.

4. Compensation. The Government shall pay the Corporation the sum of \$400.00 for each directed flight and said sum, ~~except as otherwise provided herein, shall constitute payment in full for the use of necessary aircraft and personnel.~~ *the use of selected personnel*

5. Reimbursement. The Government and the Corporation shall agree with respect to the amount which may be expended by the Corporation in obtaining suitable life insurance coverage for selected personnel. Such amount shall be reimbursed to the Corporation as a specific item of reimbursement. In the event the Corporation is unable to obtain suitable life insurance coverage, selected personnel shall be authorized to make insurance arrangements privately, the expense of which shall ultimately be borne by the Government as a recognizable expense of this Agreement. The meaning of the term "suitable life insurance" as used in this paragraph shall be agreed on between the Government and the Corporation prior to executing any insurance policies.

6. Status of Selected Personnel. This Agreement is between the Government and the Corporation for the use of necessary aircraft and selected personnel, and no relationship whatsoever is created between said selected personnel and the Government by this Agreement.

7. Space Commitments. ~~In the event the Corporation has space committed in conducting its normal operations and said space is released to the Government for use in connection with directed flights, then the Government shall bear the appropriate charge.~~ *shall be paid for*
air space utilized by the govt at the rate of one and one-half times the normal charge.

8. Term. The term of this Agreement shall be for one year from the effective date hereof provided either party hereto may terminate upon thirty days' prior actual notice to the other.

9. Security. The Corporation shall be required to keep forever secret this Agreement and all information which may be obtained by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject the Corporation to criminal prosecution under the Espionage Laws of 25 June 1948, as amended. It is further

SECRET

SECRET

understood and agreed that absolute secrecy is an essential condition of this Agreement, and revelation to any person or persons outside the Government, unless otherwise authorized, of any relationship created under this Agreement will be considered termination by breach of contract.

IN WITNESS WHEREOF, the Government and the Corporation have caused this Agreement to be signed and sealed, intending to be legally bound thereby.

UNITED STATES OF AMERICA

BY: _____
Authorized Contracting Officer

THE CORPORATION

BY: _____

SECRET

SECRET

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of November 1950 between the United States of America (hereinafter called "the Government"), represented by the Contracting Officer executing this Agreement, and _____ a corporation organized and existing under the laws of the State of _____ (hereinafter called "the Corporation").

1. Subject. The Corporation will furnish necessary aircraft and selected personnel for the purpose of conducting such flights as may be determined by the authorized representative of the Contracting Officer and are acceptable to the Corporation. Such flights shall be referred to as "directed flights."

2. Repairs. The Corporation shall bear the expense of making all repairs and replacements to such aircraft occasioned by (a) usual operating conditions, (b) its negligence, or (c) the negligence of its employees.

3. Damage, Loss, or Destruction of Aircraft. The Government agrees to pay the Corporation for damage, loss, or destruction to its aircraft while engaged in directed flights, provided such damage, loss, or destruction is not the result of fault or negligence on the part of the personnel of the Corporation.

4. Compensation. The Government shall pay the Corporation the sum of \$400.00 for each directed flight and said sum, except as otherwise provided herein, shall constitute payment in full for the use of necessary aircraft and personnel.

5. Reimbursement. The Government and the Corporation shall agree with respect to the amount which may be expended by the Corporation in obtaining suitable life insurance coverage for selected personnel. Such amount shall be reimbursed to the Corporation as a specific item of reimbursement. In the event the Corporation is unable to obtain suitable life insurance coverage, selected personnel shall be authorized to make insurance arrangements privately, the expense of which shall ultimately be borne by the Government as a recognizable expense of this Agreement. The meaning of the term "suitable life insurance" as used in this paragraph shall be agreed on between the Government and the Corporation prior to executing any insurance policies.

6. Status of Selected Personnel. This Agreement is between the Government and the Corporation for the use of necessary aircraft and selected personnel, and no relationship whatsoever is created between said selected personnel and the Government by this Agreement.

7. Space Commitments. In the event the Corporation has space committed in conducting its normal operations and said space is released to the Government for use in connection with directed flights, then the Government shall bear the appropriate charge.

8. Term. The term of this Agreement shall be for one year from the effective date hereof provided either party hereto may terminate upon thirty days' prior actual notice to the other.

9. Security. The Corporation shall be required to keep forever secret this Agreement and all information which may be obtained by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject the Corporation to criminal prosecution under the Espionage Laws of 25 June 1948, as amended. It is further

SECRET

SECRET

understood and agreed that absolute secrecy is an essential condition of this Agreement, and revelation to any person or persons outside the Government, unless otherwise authorized, of any relationship created under this Agreement will be considered termination by breach of contract.

IN WITNESS WHEREOF, the Government and the Corporation have caused this Agreement to be signed and sealed, intending to be legally bound thereby.

UNITED STATES OF AMERICA

BY: _____
Authorized Contracting Officer

THE CORPORATION

BY: _____

SECRET

secret

2

Interview with [] 8/11/50

[] laid the proposition before him of dearming one of his crews for operational use.

After initial hesitation he said he felt something might be worked. Status—

① I left bio. forms which he will send to [] box of "old hands" he believes would be willing form such a crew.

② He would use a 4-engine plane. Clearance report would have to be delayed at point origin several hours to prevent automatic rescue system going into effect

③ He would want—

(a) Bonus for crew members & insurance

(b) Guarantee of indemnification if

(c) Comprehensive briefing on opposition (for plane and any damages) countermeasures, rates for pseudo cargo would have to be prepared.

⑤ Will send me ~~the~~ memo on all points ~~at~~ where difficulties may be encountered, and his suggestions within ten days.

[] [] [] [] [] [] [] [] [] []

1) ~~1000~~ 1000.00 Bonus
PER. FLT. for CREW.

2) 10,000 Indemnity for
each CREW member

3) Reimbursement To
Company for Damage
or loss of Aircraft.

4) Payment To Company
for unsold Cargo
space on Flts Requested.

Question of increased
Bonus allowing ind
crew members to carry
own Insurance