

COR-0889

Copy 3 of 4

AUG 19 1960

NEGOTIATED CONTRACT

Contract No. [REDACTED] 25X1A

25X1A

Contract for: (See Schedule)

Amount: (See Schedule)

Mail Invoices to:

Performance Period:  
See Schedule

Administrative Data:

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of California, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule, and General Provisions, which together with this signature page and the accompanying certificate comprise this Contract No. [REDACTED] In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

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IN WITNESS WHEREOF, the parties hereto have executed this contract as of \_\_\_\_\_, 1960.

Signatures:

DYNAMERLIC, INC.

THE UNITED STATES OF AMERICA

BY [REDACTED]

BY [REDACTED]

TITLE PRESIDENT

Contracting Officer

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SCHEDULE

**PART I - SERVICES AND SUPPLIES TO BE FURNISHED BY THE CONTRACTOR**

The Contractor shall provide engineering services as directed by the technical representative of the Contracting Officer. It is contemplated that these engineering services will include consultation, conferences, engineering investigations and will result in informal written reports when appropriate and requested by the technical representative. It is estimated that the total effort will not exceed fifty (50) man-days per year.

**PART II - PERFORMANCE OF SERVICES**

a. The extent and character of the work to be performed by the Contractor under this contract will be coordinated with the authorized technical representative of the Contracting Officer. In the event there should be any dispute with regard to the extent and character of the work to be performed, the matter shall be determined as provided in the Clause entitled "DISPUTES" in the General Provisions hereof.

b. Contractor agrees to furnish personnel of the categories specified in APPENDIX I hereof to assure successful prosecution of the work.

c. Services required by the Government and performed by the Contractor's personnel in the categories specified in APPENDIX I will be considered Direct Labor under this contract.

**PART III - CONSIDERATION AND PAYMENTS**

a. As of the effective date of this contract there has been allotted for this contract the amount of \$10,000.00. The total amount payable to the Contractor under this contract shall not exceed the total amount set forth without written authorization from the Contracting Officer.

b. In accordance with the clause of this contract entitled "PAYMENTS", the Contractor shall be paid as follows:

1. For work and services performed by the Contractor's personnel of the categories set forth in APPENDIX I, the Contractor shall be paid the applicable daily rates stated therein for each day

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services are performed. Services of less than eight (8) hours shall be prorated on an hourly basis. The time of non-productive personnel will not be included in direct labor and the Contractor agrees that only direct labor of the categories designated in APPENDIX I engaged in the work called for by the contract will be included in its billings hereunder.

2. TRAVEL - Actual transportation costs, including use of private auto at \$.08 per mile, car rental for local travel required while in a travel status, costs of necessary communication, i.e., telephone and telegraph while in travel status, shall be allowable costs plus \$20.00 per diem plus a G&A Expense of 10%.

#### PART IV - PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 1 July 1960 through 30 June 1961, subject to such extension as agreed between the parties hereto.

#### PART V - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (1) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

#### PART VI - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the

See the  
CO's ltr, APP  
4398-60, dated  
31 May 1960,  
filed in General  
Cores. section.  
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Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

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