

~~CONFIDENTIAL~~ *Handwritten marks and scribbles*

**NEGOTIATED CONTRACT**

**ISSUING OFFICE**

NAME

ADDRESS **Post Office Box 1223  
Mountain View, California**

**CONTRACTOR**

NAME

CONTRACT FOR **Refinement of Photographic Processing Equipment  
and Techniques**

MAIL INVOICES TO

**ISSUING OFFICE**

**APPROPRIATION AND OTHER ADMINISTRATIVE DATA**

*Reference Project # 997604 for  
previous year effort under Contract*

**SS/LB ROUTING**  
*6/7*  
*Ch*  
*D/O*  
*...*

This negotiated contract is entered into pursuant to Statutory Authority and any required determination and findings have been made.

THIS CONTRACT is entered into as of 30 June, 1965, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract and

- (i) a corporation organized and existing under the laws of the State of California
  - (ii) a partnership consisting of \_\_\_\_\_
  - (iii) an individual trading as \_\_\_\_\_
- 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.

**NOTICE**

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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SCOPE OF WORK:

The Contractor shall perform hereunder refinement of photographic processing equipment and techniques and the application of air/liquid bearings to processors; said performance hereunder being a continuation of the Film Processor Development Program being conducted under [redacted] with the Sponsor. The Contractor shall perform hereunder in accordance with Technical Proposal No. SM-1598 which is incorporated herein by reference and made a part hereof.

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DELIVERABLE ITEMS:

1. Monthly Letter Progress Reports. Five Copies Each. These reports shall summarize the financial, technical, and administrative status of this Contract. The financial portion shall accurately reflect charges incurred during the reporting period and forecasts for anticipated expenditures for the next month.
2. Technical Report. Five Copies Each. These Reports are to be furnished at the completion of each significant research phase.
3. Any and/or all components or modules fabricated as a part of the performance of work hereunder.

MINIMUM LEVEL OF EFFORT:

The Contractor agrees to exert due diligence in the performance of work hereunder and in so performing, to have the designated labor categories, at the designated Average Hourly Rate, expend as an absolute minimum effort, the Man-Hours per designated Labor Category as set forth immediately herein below:

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Labor Category

Engineering A  
 Engineering B  
 Engineering C  
 Manufacturing Dept. 11  
 TOTAL

[Redacted box for labor category data]

In the event that the average rate(s) of any of the labor categories exceeds the rate(s) listed herein above, the Contractor shall so inform the Contracting Officer immediately and in writing and a determination will be made by the Contracting Officer as to the approval or disapproval of utilizing the higher average rate. Furthermore, in the event it becomes necessary and/or desirable to replace, substitute, or supplement the labor categories and Man Hours; and/or exchange Man Hours and Dollars among the labor categories set forth herein above, such replacement, substitution, supplement, or exchange shall be made only after receipt by the Contractor of specific written authorization from the Contracting Officer and the concurrence of the Technical Representative of the Contracting Officer.

NAME OF CONTRACTOR

[Redacted box for contractor name]

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The Contractor shall submit to the Contracting Officer, supported by the necessary detail, a certification that the minimum level of effort set forth herein above was actually expended in the performance of this Contract, immediately upon the completion of this Contract. In the event less than 5,776 Man hours as set forth above are expended on Labor, an appropriate downward adjustment in the price of this Contract shall be made.

CONSIDERATION:

As consideration for the full performance of this Contract, and subject to the condition that the Minimum Level of Effort set forth herein above is expended by the Contractor in said performance, the Contractor shall receive

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PROGRESS PAYMENTS:

Progress Payments shall be made to the Contractor in accordance with the provision in the Schedule entitled PROGRESS PAYMENTS. The following rates are approved for billing purposes:

- Engineering Overhead - 130% of Direct Labor Dollars
- Manufacturing Overhead - 130% of Direct Labor Dollars
- G&A Expense - 15% of Total Cost Exclusive of Profit and G&A.

STATEMENT OF COST:

In Support of each invoice for Progress Payments, and upon completion of the performance of work required hereunder, the Contractor shall deliver to the Contracting Officer, a certified detailed statement of the applicable costs experienced by the Contractor in connection with this Contract. The Government shall be provided access to the Contractor's records to the extent necessary to review these costs statements, if so desired.

PERIOD OF PERFORMANCE:

The Period of Performance for this Contract is 30 June 1965 to 31 December 1965.

NAME OF CONTRACTOR

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**SECURITY**

The Association of the Sponsor with this Contract is classified **CONFIDENTIAL**.

The Work to be performed and Reports hereunder are **UNCLASSIFIED**.

In the event any question may arise during the preliminary phases of the work and/or research concerning the security of the technical aspects i.e., security classification of various component parts and/or related reports connected thereto, the Technical Representative of the Contracting Officer is authorized to furnish security guidance during this interim period.

This is only to be considered an authorized expedient and efficient means of resolving technical security problems by the Technical Representative of the Contracting Officer on the spot and is not to be construed as a waiver of the Contractor's responsibility to request formal written notification and/or authorization from the Contracting Officer prior to effecting any changes in over-all security classification of the contract, or item and/or reports being developed thereunder or the Contractor's Security Requirements, as agreed.

The association of the sponsor with the work being produced under this Task Order is classified ~~Confidential~~. This classified information and any other classified information which may be specified in the first paragraph of this Security Article, will be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information.

Correspondence originated by the Contractor and/or other data to be submitted hereunder, the contents of which contain classified information or refer to the number of this Task Order and/or contract or the name and/or address of the Contracting Officer, shall be stamped by you with the classification of ~~Confidential~~.

**REPORTS**

A Final Report, manuals, drawings and similar data as may be required under this Task Order, shall be submitted at such time and in such format as may be specified by the Technical Representative of the Contracting Officer or as may be otherwise set forth in the Scope of Work Article of this Schedule. In addition, Technical Progress Reports should be prepared in the manner normally practiced by you and submitted directly to the Contracting Officer's Project Engineer in accordance with the engineer's instructions. A copy of the Progress Report should be mailed directly to the Contracting Officer unless you are advised otherwise.

Name of Contractor

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(SCHEDULE) [REDACTED]

CONTRACT/TASK ORDER NO. [REDACTED]

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**SHIPPING INSTRUCTIONS:**

ANY ITEMS TO BE DELIVERED UNDER THIS TASK ORDER SHALL BE DELIVERED FOB DESTINATION TO WHATEVER LOCATION WITHIN THE CONTINENTAL LIMITS OF THE UNITED STATES AS MAY BE LATER STIPULATED BY THE CONTRACTING OFFICER.

ALL DELIVERABLE ITEMS, IF ANY, SHALL BE PACKAGED AND CRATED IF APPLICABLE, IN ACCORDANCE WITH THE CONTRACTOR'S BEST DOMESTIC COMMERCIAL PRACTICE OR AS FURTHER AMPLIFIED BY AUXILIARY SPECIFIC INSTRUCTIONS OF THE CONTRACTING OFFICER.

IN THE EVENT ANY MATERIAL OR ITEMS WHICH MAY BE CONCERNED HEREUNDER ARE, OR MAY LATER BECOME SECRET OR CONFIDENTIAL AND WHEN THE SIZE OR WEIGHT OF SUCH MATERIAL OR ITEMS CLASSIFIED SECRET OR CONFIDENTIAL MAKES SHIPMENT BY REGISTERED MAIL IMPRACTICABLE, COMMERCIAL SHIPMENT SHOULD BE MADE ONLY BY THE RAILWAY EXPRESS AGENCY "PROTECTIVE SIGNATURE SERVICE." THE MATERIAL MUST BE SECURELY CRATED AND Banded AND PRIOR TO SHIPMENT THE CONTRACTOR SHALL ADVISE THE CONTRACTING OFFICER OF (1) THE DATE THE MATERIAL WILL BE SHIPPED, (2) THE APPROXIMATE DATE OF ARRIVAL, AND (3) THE APPROXIMATE WEIGHT, SIZE, AND NUMBER OF CARTONS. BULK SHIPMENTS OF TOP SECRET MATERIAL SHALL BE MADE ONLY IN ACCORDANCE WITH THE SPECIFIC INSTRUCTIONS WHICH WILL BE FURNISHED THE CONTRACTOR BY THE CONTRACTING OFFICER UPON NOTIFICATION THAT THE MATERIAL IS READY FOR SHIPMENT.

**INSPECTION:**

INSPECTION DURING THE COURSE OF THE TASK ORDER AS WELL AS THE FINAL INSPECTION AND ACCEPTANCE OF DELIVERABLE PRODUCTS, IF ANY, HEREUNDER SHALL BE MADE BY THE TECHNICAL REPRESENTATIVE OF THE CONTRACTING OFFICER. FINAL ACCEPTANCE OF ITEMS DELIVERABLE HEREUNDER, IF ANY, SHALL BE MADE AFTER PROPER INSPECTION AT THE FOB POINT DESIGNATED IN ACCORDANCE WITH THE STIPULATIONS OF "SHIPPING INSTRUCTIONS" ABOVE.

NAME OF CONTRACTOR [REDACTED]

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(SIGNATURES)

CONTRACT NO.

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The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

CONTRACTOR REPRESENTS (Check appropriate boxes)

(1) (a) That it [ ] is, [ ] is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9709, which contains the detailed definitions and related procedures,) (b) that it [ ] has, [ ] has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if Contractor is a regular dealer, it also represents that all supplies to be furnished thereunder [ ] will, [ ] will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer.

(2) (a) That it [ ] has, [ ] has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it [ ] has, [ ] has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Reg., Title 44, Secs. 150.7 and 150.5(d), Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA

By \_\_\_\_\_

[Signature box for Contractor]

(CONTRACTOR)

WITNESSES

By \_\_\_\_\_

(TITLE)

(ADDRESS)

NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.

CERTIFICATE

I, \_\_\_\_\_, certify that I am the

\_\_\_\_\_ of the corporation named as Contractor herein;

that \_\_\_\_\_, who signed this contract on behalf of

the Contractor, was then \_\_\_\_\_ of said corporation;

that said contract was duly signed for and in behalf of said corporation by authority of its governing body,

and is within the scope of its corporate powers.

SIGNATURE (Corporate Seal)

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GROUP 1 Excluded from automatic downgrading and declassification

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