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THIS DOCUMENT REQUIRES SPECIAL HANDLING

HANDLING PROCEDURES

THIS DOCUMENT CONTAINS INFORMATION REGARDING A HIGHLY CLASSIFIED ACTIVITY. PERMISSION TO TRANSFER CUSTODY, OR PERMIT ACCESS TO THIS DOCUMENT MUST BE OBTAINED FROM THE ORIGINATOR. HAND CARRY PROCEDURES WILL BE APPLIED TO ANY INTER-OFFICE OR INTRA-AGENCY MOVEMENT OF THIS DOCUMENT.

REFERRED TO	RECEIVED			RELEASED		SEEN BY	
OFFICE	SIGNATURE	DATE	TIME	DATE	TIME	NAME AND OFFICE SYMBOL	DATE

158 July 64

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IDEA-2069

Copy 4 of 5

NEGOTIATED CONTRACT

CONTRACT

Contract For: See Schedule

Estimated Contract

Mail Vouchers to:

Period of Performance:
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 Corporation incorporated in the State of New York, 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 herein.

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 . In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 11 AUG 1964, 1964.

THE UNITED STATES OF AMERICA

Contracting OfficerTITLE PresidentDATE 17 August 1964**SECRET**

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CERTIFICATE

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I [redacted] certify that I am the
Secretary of the Corporation named as
Contractor herein; that [redacted] who
signed this contract on behalf of the Contractor was then [redacted]
President 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.

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(Corporate Seal)

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Contract

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SCHEDULE

PART I - CONTRACT WORK

The Contractor shall perform all work and services necessary to provide the following in accordance with its proposal dated 19 June 1964. Said proposal is incorporated into this contract by reference:

Item 1 - Furnish one (1) Horizon Camera System essentially in accordance with Contractor's Proposal N64-11, dated 5 March 1964. Differences in packaging may arise as a result of installation and space provisions.

Item 2 - Furnish one (1) Statescope in accordance with Contractor's Proposal N64-10, dated 13 February 1964.

Item 3 - Installation Engineering requiring drawings to indicate the installation layout of Items 1 and 2, together with required modifications in packaging to fit the installation, and supervisions of actual installations work.

Item 4 - Test Analysis requiring a maximum of ten (10) days effort in aid of data reduction and diagnostics relating to operational test of the installed system consisting of the above items.

PART II - PERIOD OF PERFORMANCE

The work and services required under this contract shall be completed on or before 31 December 1964. This period of performance may be extended by mutual agreement between the parties hereto.

PART IV - PAYMENTS

In accordance with the provisions of Clause 4 of the General Provisions of this contract entitled "ALLOWABLE COSTS, FIXED-FEE AND PAYMENTS," the Government shall pay the Contractor as full compensation

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for the performance of this contract, the fixed-fee as specified in PART III, above, and the allowable costs incurred by the Contractor in the performance of this contract and accepted by the Contracting Officer as chargeable in accordance with the "Contract Cost Principals, Section XV, Part 2, Armed Services Procurement Regulations." It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of cost hereunder when incurred or paid by the Contractor and when necessary and required and used in the performance of work hereunder:

a. Travel. Expenditures by the Contractor for transportation of persons directly engaged in the performance of the work hereunder, plus either reasonable actual subsistence expense or per diem in accordance with the Contractor's established policies and procedures. The Contractor may perform travel relating directly to the performance of this contract without prior approval of the Contracting Officer.

b. Overtime. Overtime wages and the premium portion of overtime wages in accordance with the Contractor's established policies and procedures. Such overtime shall be kept to a minimum consistent with the overall objectives of the program.

c. Overhead. Amounts determined as provided in the Clause of this contract entitled "Negotiated Overhead Rates" to cover all overhead charges; however, such amounts shall not exceed the following:

Overhead - 100% of Direct Labor Cost
G & A Expense - 15% of Total Cost, exclusive
of G & A Expense

Pending establishment of final negotiated overhead rates, provisional payments may be made at rates stated above.

d. Anticipatory Costs. All costs which have been incurred by the Contractor on and after 16 June 1964, in anticipation of and prior to the signing of this contract, and which if incurred after the signing of this contract would have been considered as items of Allowable Cost hereunder, will be accepted by the Contracting Officer as costs under this contract.

e. The Contractor shall be reimbursed for the costs of the following special items necessary for performance of this contract:

1 ea. - 2 drawer safe, combination lock, of approved type.
Special telephone line, including installation and monthly charges.
Special P. O. Box including monthly rental.

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The fixed-fee shall be paid in monthly installments based on total allowable cost incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the fixed-fee stated herein is to the total estimated cost stated herein; subject however to the withholding provisions of Paragraph (c) of General Provisions 4, ALLOWABLE COST, FIXED-FEE and PAYMENT. The fixed-fee payable hereunder shall not exceed the amount therefor stipulated in the contract as it may be amended from time to time.

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 or 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 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.

PART VII - 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.

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CONTRACT INSPECTION REPORT			CONTRACT NO. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		TASK NO.	
TO: ENGINEERING SECTION/CB/PD/OL			DATE 14 April 1965			
			INSPECTION REPORT NO. (If final, so state) FINAL REPORT			
			ESTIMATED COMPLETION DATE COMPLETED			
NAME OF CONTRACTOR <div style="border: 1px solid black; height: 20px; width: 100%;"></div>						
TYPE OF COMMODITY OR SERVICE Attitude Determination System						
THE CONTRACTOR IS ON SCHEDULE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			THE CONTRACTOR WILL PROBABLY REMAIN WITHIN ALLOCATED FUNDS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF ANSWER IS "NO" ADVISE RECOMMENDATION AND/OR ACTION OF SPONSORING OFFICE, ON REVERSE HEREOF. IF KNOWN, INDICATE MAGNITUDE OF ADDITIONAL FUNDS INVOLVED.			
PER CENT OF WORK COMPLETED - 100% PER CENT OF FUNDS EXPENDED - 100%						
HAS AN INTERIM REPORT, FINAL REPORT, PROTOTYPE, OR OTHER END ITEM BEEN RECEIVED FROM THE CONTRACTOR DURING THE PERIOD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If yes, give details on reverse side.)						
HAS GOVERNMENT-OWNED PROPERTY BEEN DELIVERED TO CONTRACTOR DURING THIS PERIOD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If yes, indicate items, quantity, and cost on reverse side.)						
INCENTIVES						
IS THIS AN INCENTIVE CONTRACT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, CHECK TYPE <input type="checkbox"/> COST <input type="checkbox"/> PERFORMANCE <input type="checkbox"/> DELIVERY			NOTE: USE REVERSE SIDE FOR COMMENTS. FINAL REPORT MUST CONTAIN INCENTIVE EVALUATION.			
OVERALL PERFORMANCE OF CONTRACTOR						
1. <input type="checkbox"/> OUTSTANDING		3. <input type="checkbox"/> ABOVE AVERAGE		5. <input type="checkbox"/> BELOW AVERAGE		7. <input type="checkbox"/> UNSATISFACTORY
2. <input type="checkbox"/> EXCELLENT		4. <input checked="" type="checkbox"/> AVERAGE		6. <input type="checkbox"/> BARELY ADEQUATE		
IF OVERALL PERFORMANCE OF CONTRACTOR IS UNSATISFACTORY OR BARELY ADEQUATE, INDICATE REASONS ON REVERSE SIDE.						
RECOMMENDED ACTION						
<input type="checkbox"/> CONTINUE AS PROGRAMMED			<input type="checkbox"/> WITHHOLD PAYMENT PENDING SATISFACTORY PERFORMANCE			
<input checked="" type="checkbox"/> TERMINATE			<input type="checkbox"/> OTHER (Specify)			
IF TERMINATION IS RECOMMENDED OR IF THIS IS A FINAL REPORT PUT COMMENTS ON REVERSE IN NARRATIVE FORM ON CONTRACTOR'S PERFORMANCE AND CERTIFY THAT ALL DELIVERABLE ITEMS UNDER THE CONTRACT HAVE BEEN RECEIVED. THESE INCLUDE, WHERE APPLICABLE, THE FOLLOWING:						
ITEM	REC'D	DOES NOT APPLY	ITEM	REC'D	DOES NOT APPLY	
PROTOTYPES		<input checked="" type="checkbox"/>	MANUALS		<input checked="" type="checkbox"/>	
DRAWINGS AND SPECIFICATIONS		<input checked="" type="checkbox"/>	FINAL REPORT		<input checked="" type="checkbox"/>	
PRODUCTION AND/OR OTHER END ITEMS		<input checked="" type="checkbox"/>	SPECIAL TOOLING		<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>	OTHER GOVERNMENT PROPERTY		<input checked="" type="checkbox"/>	
DATE OF LAST CONTACT WITH CONTRACTOR N/A						
SIGNATURE OF INSPECTOR <div style="border: 1px solid black; height: 40px; width: 100%;"></div>			DIVISION			
INSPECT						

FORM

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USE PREVIOUS

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NARRATIVE REPORT

☐ INTERIM

☐ FINAL

Delivery of the required equipment has been made to DD/S&T and is undergoing performance testing.

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*Blueprint of Camera
for Project #5021*

Rec'd. 7 Jan '65

