

SECRET (02/08/08) TCG: 31839

INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number <b>2005*P139900*000</b>	Mod # -----	Effective Date <b>01 January 2005</b>	Target Date <b>30 June 2005</b>
Issuing Office <b>DO Contracts</b>  Attn: <b>Washington, DC 20505</b>	IC Name James E. Mitchell, Ph.D.  Address		
Contracting Officer  Name:  Telephone #:	IC SSN  IC Vendor Code  Req #:		
Contracting Officer's Security Representative (COSR)  Name:  Telephone #:	IC Administrator (ICA) Name:  Telephone #:		
Invoicing Instructions  See Electronic Invoicing Clause	Total Contract Price  <b>\$235,000</b>		
Task Description  See page 2 for Task Description and Price details.			
<input checked="" type="checkbox"/> If Checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and performance indicates acceptance.		_____ 1 05 _____ _____ _____	
James E. Mitchell, Ph.D.		Contracting Officer	
Date		Date	
<b>CLASSIFICATION OF ASSOCIATION</b> The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
<b>CLASSIFICATION OF CONTRACT WORK</b> The work to be performed under this contract is classified at the TOP SECRET level.			
<b>CLASSIFICATION OF HARDWARE</b> Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
<b>CLASSIFICATION OF REPORTS</b> Reports produced under this contract are classified at the TOP SECRET level.			
<b>CLASSIFICATION OF STATEMENT OF WORK (SOW)</b> The Statement of Work (SOW) for this contract is classified at the SECRET level.			

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Contract No. 2005\*P139900\*000

IC Name: James E. Mitchell, Ph.D.

**1. SERVICES (ALT I) (FEE FOR TASK) (03/03)**  
 The Independent Contractor (IC) shall provide psychological consultation and training support services to the debriefing programs of Counter-terrorism Center (CTC):

Task 1. Contractor will provide OCONUS on-site guidance to CTC's debriefing efforts (max. [ ] days).  
 Task 2. Contractor will provide CONUS consultative support and specialized training to CTC (max. [ ] days)

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**2. PRICE (ALT IB) (FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (03/03)**  
 In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the IC will be paid a firm, fixed price of \$235,000. This amount will be disbursed as follows:

Task 1. For the satisfactory completion of OCONUS on-site guidance, \$1,800 per day, [ ] max. = [ ] days max.)  
 Task 2. For the satisfactory completion of CONUS consultative support & specialized training, [ ] day ( [ ] max = [ ] days max.)

In addition to the above task fee, this contract also includes Travel Expenses not to exceed [ ] Other Direct Costs (related to quick reactive responses) not to exceed [ ] and Personal Liability Insurance not to exceed [ ] Therefore, the total price of this contract is as follows:

Total Fee (Tasks 1 & 2)	Travel (Task 3)	Other Direct Costs (Task 4)	Personal Liability Insurance (Task 5)	Total Contract Value
				\$235,000

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**3. PERIOD OF PERFORMANCE (03/03)**  
 The period of performance of this contract shall be from 01 January 2005 through 30 June 2005.

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**4. IC TRAVEL (ALTERNATE I) (03/03)** Travel Costs are a Separate Contract Line Item from the Service Line Item(s)  
 Travel costs are not included in the IC's base service fee. However, travel costs are part of the overall contract value. The IC will invoice and be paid necessary costs incurred in connection with travel as authorized by the Government.

- Invoicing and reimbursement for travel lodging and meals and incidental (M&IE) expenses will be limited to the lesser of:
  - a. The rates and allowances in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the contiguous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation; or
  - b. The alternate rate (if any) established by the component funding the contract.
- Airfare or other transportation costs shall be invoiced and reimbursed to the extent that the costs comply with the provisions of section 301-10 (transportation, including Fly America provisions) of the Federal Travel Regulations (FTRs) and the policies of the component that is funding the contract. Business class travel may be allowable if it is in accordance with the terms of section 301-10.124 of the FTRs and the policies of the component that is funding the contract. Business class travel must be approved in advance by the component that is funding the contract.

In special or unforeseen situations, costs in excess of the above limits may be allowed, subject to the approval of the Contracting Officer and the Approving Officer of component that is funding the travel. Such approval must be obtained in advance, unless the circumstances were unforeseen (e.g. incidences of civil unrest or natural disaster). A scheduled event (e.g. the Olympics) cannot be considered to be an unforeseen circumstance. Thus, advance approval would be required to invoice costs in excess of the above limits.

Funds for travel expenses under this contract will not be advanced to the IC. All travel reimbursements under this contract are considered taxable income and will appear on the IC's Form 1099. Thus, the IC is to retain travel receipts for tax purposes; receipts are not to be submitted with the invoice. The Government has the right to examine such receipts for the purpose of verifying invoices.

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**5. NON PUBLICITY (04/04)**  
 It is a material condition of this contract that the IC shall not use or allow to be used any aspect of this contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television, etc.), communications with the media, marketing, or a reference for new business. It is further understood that this obligation does not expire upon completion or termination of this contract, but continues indefinitely. The IC may request a waiver or release from the foregoing but shall not deviate

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IC Name: James E. Mitchell, Ph.D.

therefrom unless authorized to do so in writing by the Contracting Officer. It is further agreed that this contractual relationship shall not be disclosed except as allowed by law or regulation.

**6. ELECTRONIC INVOICING (01/04)**

Invoices may be submitted as tasks or sub-tasks are completed, but not more often than once a month.

If the IC has access to the \_\_\_\_\_ Electronic Invoice system (which resides on the Agency Data Services Network), the IC shall submit all invoices electronically via the \_\_\_\_\_ Electronic Invoice system, in accordance with the procedures for that system. The IC may use the \_\_\_\_\_ Electronic Invoice system to directly check the status of invoices the IC has submitted via that system.

If the IC does not have access to the \_\_\_\_\_ Electronic Invoice system, the IC shall submit hard copy invoices to the IC's Independent Contract Administrator (ICA), who in-turn shall input the data into the \_\_\_\_\_ Electronic Invoice system. The hard copy invoices submitted by the IC to the ICA shall be proper and complete. To be considered proper and complete, an invoice must include:

- a. The IC's name;
- b. An invoice number;
- c. The invoice date;
- d. The contract number;
- e. A description of the tasks and price for services actually rendered;
- f. Dates services performed;
- g. The IC's signature; and,
- h. Any other information or documentation required by this contract.

If the IC is working at a field location that precludes the IC from having access to the \_\_\_\_\_ Electronic Invoice system, or that precludes the IC from presenting invoices directly to the ICA, the IC is to present proper and complete invoices to the Chief of the Installation or designee. The Chief of Installation or designee is then responsible for transmitting the invoice information to the ICA in accordance with internal procedures.

The payment periods designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in Vendor Payments via the \_\_\_\_\_ Electronic Invoice system.

For invoices submitted via an ICA (either directly or through the Chief or the Chief's designee at a field installation), the IC shall direct inquiries to the ICA regarding the status of previously submitted invoices.

**7. ELECTRONIC FUNDS TRANSFER (03/03)**

Payments under this contract shall be made by the Government by electronic funds transfer only. The IC shall designate a financial institution for receipt of electronic funds transfer payments and shall submit the proper information to the Contracting Officer on a Standard Form 1199A or an alternate form provided by the Contracting Officer. In the event the IC, during the performance of this contract, elects to designate a different financial institution for the receipt of payment, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective. IC's failure to properly designate a financial institution or to provide appropriate payee bank account information will delay payments.

**8. PROMPT PAYMENT (03/03)**

The IC is entitled to payment in accordance with the Prompt Payment Act. Specifically, the due date for making invoice payments shall be on the 30th (calendar) day after the designated billing office has received a proper invoice from the IC. Payment shall be considered as being made on the day the electronic funds transfer is made. An interest penalty shall be paid if payment is not made by the due date and a proper invoice was received by the designated billing office.

**9. TERMINATION (03/03)**

This contract may terminate earlier than the end of the period of performance for any of the following reasons:

- a. If the Contracting Officer determines that a real or potential conflict of interest exists with respect to the relationships described in the "Rules of Conduct/Conflict of Interest" paragraph below, the Government may terminate this contract upon ten (10) days notice.
- b. Upon thirty (30) days notice by either party for any reason.
- c. By the Director of Central Intelligence or designee, in accordance with the Director's non-reviewable discretion, when termination is in the interests of the United States.
- d. When the Contracting Officer determines that the IC has failed to fully comply with the security requirements of this contract as a result of the willful misconduct or lack of good faith.

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IC Name: James E. Mitchell, Ph.D.

Upon termination of this contract, the IC will be required to turn in his/her badge or any other items of identification issued by this Agency as well as any Government-purchased, owned or provided property. Termination or expiration of this agreement will not release the IC from the security restrictions or from the obligations of any security oath that he or she may have taken. In event of termination, the Government shall be liable only for payment for services rendered prior to the effective date of termination.

**10. TAX AND LICENSES (03/03)**

This contract is written to the best of the Government's ability to conform to Internal Revenue Service tax guidelines for Independent Contractors as presently known. Tax concerns of the IC should be discussed with a tax consultant/attorney on an unclassified basis. If classified information is involved, the IC's tax consultant or attorney must be cleared by the Government and approval must be received from the ICA and COSR prior to discussing any classified information with the tax consultant/attorney. No taxes will be withheld from the contract price. It is the responsibility of the IC to report such income under existing federal, state, and self-employment (Social Security) income tax laws and regulations. The IC is also responsible for obtaining any necessary business licenses and paying any Federal, state, or local taxes.

**11. EXECUTION OF DOCUMENTS (03/03)**

If, during performance under this contract, the IC assumes the custody of United States Government funds or takes possession of property of any nature whatsoever and wherever situated, which property has in fact been purchased with monies of the United States Government, the IC hereby recognizes and acknowledges the existence of a trust relationship, either express or constructive, and agrees to execute whatever documents may be required by the Government to evidence this relationship.

**12. STATUS (03/03)**

The IC's legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as appointing the IC into the civil service of the United States, implying the creation of an employer-employee relationship, or establishing any entitlement to federal retirement benefits or any other federal employee benefits, such as benefits under the Federal Employees' Compensation Act. If the IC feels such a situation exists, he/she is obligated to inform immediately the Contracting Officer.

**13. INSURANCE (03/03)**

The IC assumes all risks associated with his/her performance under this contract. As such, the IC is encouraged to obtain appropriate insurance (e.g., liability, health, automobile, disability, professional, etc.) to cover such risks. The IC acknowledges that, unless otherwise provided in this contract, the IC will not be reimbursed for any insurance related costs.

**14. RULES OF CONDUCT (03/03)**

If work will occur on Government premises, the IC acknowledges that the Agency has a zero tolerance policy for harassing behavior as defined in AR 9-2. Any IC who is found to be culpable in incidents of harassment on Government premises may be escorted from the premises and denied further access. As a specific condition of this contract, the IC agrees to observe and be bound by all conduct regulations of this Agency.

**15. CONFLICT OF INTEREST (03/03)**

The IC agrees to provide, upon request, a listing of relationships and activities that are external to this Agency, and it is understood that such listing shall be reviewed by appropriate members of this Agency for the purpose of determining whether a real or potential conflict of interest exists.

**16. SECRECY AGREEMENT (03/03)**

This contract specifically incorporates the provisions of all secrecy agreements signed by the IC in consideration for service with this organization, including pre-publication requirements.

**17. MERGER CLAUSE (03/03)**

The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the IC's engagement and that no promises or commitments pertaining to rights, privileges, or provisions other than those expressly stipulated in writing in this agreement or any written modification thereto shall be binding on the United States Government.

**18. CHOICE OF LAW (03/03)**

This agreement is to be interpreted under the laws of the United States of America and the U.S. common law.

**19. CLEARANCE, POLYGRAPH, REPORTING & TRAINING REQUIREMENTS - ISSA/TS (11/04) (Applies if the IC must have an ISSA/TS (staff-like) clearance.)**

The IC may have access to the Agency's computer system and/or unescorted access to the Agency's Government facilities. The IC must possess an ISSA/TS clearance upon starting work on this contract and is required to undergo polygraph testing for counterintelligence and lifestyle issues prior to the clearance being granted and periodically thereafter. If the IC was issued a green badge, the IC is responsible for notifying the ICA 30 days in advance of the IC's badge expiration date.

Additionally, the following provisions apply to ICs with ISSA/TS clearances:

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IC Name: James E. Mitchell, Ph.D.

**FINANCIAL DISCLOSURE**

The IC who has staff-like access must submit a completed Financial Disclosure Form (FDF 444V) by the annual deadline established by the Agency. Staff-like access is defined as approved eligibility for (a) continued unescorted access to Agency facilities (with an individually issued picture badge), or (b) access to Agency classified information systems, or (c) specific categories of information as designated by the DCI or Director of Security. The FDF 444V is available for electronic submission via a database on the Agency Data Services Network (ADSN). The database can be accessed from the AGNS Database Catalog under the title of Financial Disclosure Forms. If the IC has ADSN access, the IC must utilize the on-line database when filing. If the IC works at a location that does not have connectivity to the ADSN, the IC will complete and submit the FDF 444V in hard copy in accordance with instructions provided by the Agency. If the IC does not receive an electronic FDF 444V, the IC is to contact the COSR.

**TRAINING**

If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the IC shall not receive any adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of-Effort or a Labor-Hour contract, the IC shall be paid at the normal rate identified under the contract for attending the briefing.

**AGENCY INFORMATION SECURITY TRAINING (Applies only to ICs with access to Agency Systems)**

The IC shall attend the Agency Information Security Course (AISC) on an annual basis. Failure to attend a briefing or complete the on-line version of the training as required under this paragraph shall result in the termination of this contract and may preclude the initiation of any new contracts.

**COUNTERINTELLIGENCE TRAINING**

The IC shall attend the Agency's next available Counterintelligence and Security Program (CISP) briefing unless the IC has attended a CISP briefing within the past five calendar years. Failure to attend a briefing as required under this paragraph shall result in the termination of this contract and may preclude the initiation of any new contracts.

**AGENCY AUTOMATED INFORMATION SYSTEMS (AIS) (Applies only to ICs with access to Agency Systems)** It is understood and agreed that all processing of classified information will be conducted only on approved Agency AIS systems. All automated information systems utilized to process project information will be operated in accordance with the requirements of Director of Central Intelligence Directive 6/3 and In addition, the IC is subject to espionage laws and other Federal laws relating to unauthorized disclosure of classified information.

**REPORTING FOREIGN TRAVEL**

Prior to any unofficial foreign travel the IC must report to the Agency's cognizant COSR any such travel in accordance with and any other guidelines that pertain to as well as with any succeeding guidelines to

On return from official or personal travel outside the United States, the IC shall report to the cognizant Contracting Officer's Security Representative (COSR) any unusual incidents, including incidents of potential security concern, encountered during such travel.

**REPORTING FOREIGN CONTACTS**

The IC must report to the Agency's cognizant COSR any unofficial contacts with foreign nationals in accordance with and any other guidelines that pertain to as well as with any succeeding guidelines to

**20. EMERGENCY LOCATOR AND POINTS OF CONTACT INFORMATION IN LOCATOR (03/03) (Applies when IC will work regularly in Agency facilities)**

In order to be prepared in the event of a potential emergency, the Sponsor requires current work location and emergency designee information on all individuals who work in the Sponsor's facilities. An IC, who works in the Sponsor's facilities during the performance of this contract on a regular or recurring basis, shall input and maintain the required information in the Sponsor's LOCATOR database on the Agency Data Services Network (ADSN).

The information in the following paragraph shall be input and maintained by the IC as follows:

- a. IC, who is given access to the ADSN, shall input and maintain his/her own information.
- b. In the event that an IC does not have access to the ADSN, the information shall be provided by the IC to the ICA in writing for input into the database by the ICA.

Minimum information to be input and maintained in LOCATOR:

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IC Name: James E. Mitchell, Ph.D.

- a. Full name, Social Security Number, Agency Identification Number (AIN) or Security File Number;
- b. Non-secure and secure work phone numbers;
- c. Primary assigned office, building, floor, vault;
- d. Name and non-secure phone number of contract ICA as "Agency Contact Name/Phone";
- e. Full name, street address, and work and home telephone numbers of a primary and secondary personal emergency point-of-contact that is not employed at the same Sponsor facility where this contract will be performed.

The information required by this clause will be used only for emergency contact purposes and is exempt from sections (e)(3)(A)-(D) of the Privacy Act pursuant to 32 C.F.R. 1901.62. Providing and maintaining this information is mandatory and failure to do so may result in denial of access of the aforementioned individuals to the ADSN and Sponsor's facilities.

**21. COPYRIGHT (03/03) (Applies if the Independent Contractor prepares reports & studies).**

The IC agrees not to register or allow to be registered any claim to copyright consisting of any work subject to copyright that is first produced in the performance of this contract without prior written permission of the Contracting Officer. When a claim to copyright is made by registration with the U.S. Copyright Office, the IC shall affix the appropriate copyright notice of 17 U.S.C. 401 and 402 and acknowledgment of Government sponsorship to such data when delivered to the Government, as well as when the works are published and/or deposited for registration with the U.S. Copyright Office. In such cases, the IC grants to the Government, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

The IC also agrees, upon request from the Contracting Officer, to assign copyright in works first produced in the performance of this contract to the United States Government where the works are intended for the Government's internal use only, as determined by the Contracting Officer. Copyright may also be assigned to the Government where the copyrighted works are unsuitable for commercial exploitation because of the subject matter or lack of commercial capabilities, as mutually determined by the parties to this contract. The IC agrees to execute all applicable documents necessary to effectuate the assignment.

To be consistent with Executive Order 12333, the IC may be required to attribute the Agency as the source of the materials. This requirement applies regardless of whether the materials are copyrighted or not.

**22. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (03/03) (Applies when the Independent Contractor will perform work in Agency facilities.)**

When Agency employees have been officially released from work, the IC must work in accordance with the terms of this contract, unless: (a) the Government prohibits the IC from working; or (b) the work requires interaction with the released Government employees. If the workplace is accessible, then the IC shall continue performance. If the workplace is inaccessible, then the IC may be entitled only to additional time to complete performance as determined by the Contracting Officer. If this contract is a Fixed-Price Level-of-Effort or Labor-Hour contract, the IC shall be paid only for the hours worked.

**23. OPERATIONAL EXPENSES (03/03)**

The IC will be advanced or reimbursed funds not to exceed \$1,500.00 for necessary operational expenses as specifically approved by the Agency. Such funds will be subject to reimbursement and accounting as directed by the Agency. These expenses shall be funded and reimbursed outside of the contract.

**24. OVERSEAS EMERGENCY DEPARTURE (03/03)**

In the event of sudden breakdown of local law and order, civil or military rioting, war or other dangerous situations, such as a cataclysmic or a natural disaster that seriously threatens personal safety, the United States Government, at its discretion, may attempt to arrange emergency departure for the IC or may reimburse reasonable and necessary departure costs incurred by the IC.

**25. OVERSEAS EMERGENCY MEDICAL TRAVEL (03/03)**

In the event the IC travels overseas to perform provisions of the contract, the Government agrees to reimburse the cost of reasonable and necessary travel or transportation expenses, as approved by the Agency in its sole discretion, to [location] in the event of IC illness, injury, or death which occurs while overseas. It is understood and agreed that eligibility will be based upon the IC's conformance with applicable Agency rules, regulations, and policies. It is further understood that all travel expense claims will be submitted only to this Agency, and that adjudication of such claims by this Agency shall be final and conclusive.

**26. MISSING PERSONS (03/03)**

In the event the IC is determined to be "missing" as defined in Agency regulations, the IC will continue to be under contract during the contract period of performance while in missing status as if he/she were continuing to perform the contract on schedule. Compensation under this provision, when added to compensation for services previously rendered under the contract, may not exceed the total contract price. Unless excluded by explicit provisions of the Internal Revenue Code, amounts paid under this provision will be considered taxable income and will be included on the IC's Form 1099.

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IC Name: James E. Mitchell, Ph.D.

**27. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALT III) (03/03) – IC May Be Considered for Indemnification; Use of a Government-Owned Vehicle Authorized**

The IC is not an employee of the United States Government and shall be responsible for any liability, including liability to third parties, resulting from activities involving motor vehicles, including rental vehicles, privately owned, and Government-owned vehicles. The IC may be considered for indemnification for costs incurred as a result of automobile accidents while in the course of using a rental vehicle, privately owned, or Government-owned vehicle to perform contractual activities, as specified in \_\_\_\_\_ The IC is authorized to use a Government-owned vehicle for authorized purposes necessary for performance of this contract. (Transportation to or from an IC's residence is not an authorized use of a Government-owned vehicle.) The IC shall provide the Contracting Officer or the Contracting Officer's authorized representative with oral notification of an accident or damage to a Government vehicle not later than 24 hours of the occurrence. The IC shall follow up with written notice, detailing the incident, not later than 5 calendar days after the occurrence. The IC will cooperate with any investigation the Government may undertake.

**28. LIFE INSURANCE (03/03)**

The IC is permitted to purchase (at his/her own expense) a \$100,000 unconditional term life insurance policy in his/her name, payable to the beneficiary of choice through an Agency-administered program. If the IC decides to purchase such a policy, it will be taken out by the United States Government on his/her behalf and will be effective immediately after administrative processing. This policy will terminate immediately upon termination of this contract.

**29. LEGAL REPRESENTATION AND INDEMNIFICATION (03/03)**

For reasons of cover, operations and/or security, the IC may possibly be considered for indemnification for the costs of legal representation by private counsel and for the amount of any judgment or fine resulting from the performance of this contract if, and only if, the contract includes this indemnification provision. This means that the IC who, as a result of activities carried out within the scope of this contract, is sued, subpoenaed, or investigated in his or her individual capacity, or is subjected to investigative, administrative, professional, or State proceedings of any nature, may be indemnified under Section 8 of the Central Intelligence Agency Act of 1949, as amended, for the costs of legal representation by private counsel and for the amount of any judgment or fine entered against that person if the General Counsel, in his or her sole and non-reviewable discretion, determines that the person appears to have been acting in good faith and within the scope of this contract, that such indemnification would be in the interests of the Agency, and under all of the circumstances, taking into account the legal expenses and the amount of any judgment or fine, the indemnification would be fair and reasonable. Any decision regarding indemnification of the General Counsel shall be made by the Director of Central Intelligence in his sole and unreviewable discretion.

**30. SERVICE AND CANCELLATION (03/03)**

The Government agrees to provide, at a minimum, five (5) working days notice in the event that any block of scheduled services to be provided hereunder is not required in its entirety. Under such circumstances, there are no costs to be borne by the Government in association with the cancellation of a scheduled block of services in its entirety. In the event that the Government fails to provide the indicated minimum notification, the IC may invoice the Government for such canceled blocks of scheduled appointments in accordance with the payment terms set forth herein unless, as may be determined by the Contracting Officer, that cancellation is due to an act of God (i.e. singular, unexpected and irregular visitation of a force of nature). In those instances where individual appointments, vice an entire scheduled block of appointments are canceled, the IC shall only invoice and be paid for those services actually performed. The Independent Contractor Administrator (ICA) will be informed of all cancellations with less than the required five (5) working days notice for which the Government is to be invoiced. It is further understood and agreed that the IC shall provide the ICA a minimum of three (3) calendar weeks notice in the event that any block of services cannot be provided as scheduled. Failure to provide the indicated minimum notification shall be noted as part of the IC's performance assessment and taken into account when any renewal of service may be considered.

**31. INCOME REPORTING INFORMATION (01/04)**

The IC is responsible for verifying that the social security number, mailing address, and banking information on record is correct. Changes to this information should be submitted to your Contracting Officer no later than the last day of November of any calendar year. The last day to submit invoices in a calendar year for payment by the Agency and subsequent income recording on IRS Form 1099 for a tax year is generally on or about the first Friday in December. Specific guidance is published each year by Vendor Payments on the last day for submission of invoices. The IC is responsible for checking with the ICA for the actual date each calendar year.

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INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

Contract Number <b>2005*P139900*000</b>	Mod # <b>One (01)</b>	Effective Date <b>11 October 2005</b>	Target Date <b>30 June 2005</b>																				
Issuing Office <b>DO Contracts</b>		IC Name <b>Dr. James E. Mitchell</b>																					
Attn: <b>Washington, DC 20505</b>																							
Administrative Contracting Officer Name: _____ Telephone #: _____		IC SSN: _____																					
Contracting Officer's Security Representative (COSR) Name: _____ Telephone #: _____		IC Administrator Name: _____ Telephone #: _____																					
Invoicing Instructions See Electronic Invoicing Clause		New Total Contract Price <b>\$161,658.96</b>																					
<p><b>Task Description</b></p> <p>A. The purpose of this modification is to decrease the overall contract value by all price elements in Paragraph 2, Price, to close-out the contract which covered the Term from 01 January 2005 through 30 June 2005. Accordingly, the following revisions are hereby incorporated:</p> <p><b>PRICE (ALT IB) (FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (03/03)</b> In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the IC will be paid a firm, fixed price of <del>\$235,000</del> \$161,658.96. This amount will be disbursed as follows:</p> <p>Task 1. For the satisfactory completion of OCONUS on-site guidance, \$1,800 per day _____ (max.) Task 2. For the satisfactory completion of CONUS consultative support and specialized training, _____ per day (max.)</p> <p><del>In addition to the above task fee, this contract also includes Travel Expenses not to exceed \$37,500, Other Direct Costs (related to quick reactive responses) not to exceed \$1,500 and Personal Liability Insurance not to exceed \$1,000. Therefore, the total price of this contract is as follows:</del></p> <table border="1"> <thead> <tr> <th><u>Task fee</u></th> <th><u>Travel</u></th> <th><u>Other Direct Costs</u></th> <th><u>Personal Liability Insurance</u></th> <th><u>Total Contract Value</u></th> </tr> </thead> <tbody> <tr> <td>FROM</td> <td></td> <td></td> <td></td> <td>\$235,000.00</td> </tr> <tr> <td>BY</td> <td></td> <td></td> <td></td> <td>(\$73,341.04)</td> </tr> <tr> <td>TO</td> <td></td> <td></td> <td></td> <td>\$161,658.96</td> </tr> </tbody> </table> <p>B. All other terms and conditions, except as modified herein, shall remain unchanged.</p>				<u>Task fee</u>	<u>Travel</u>	<u>Other Direct Costs</u>	<u>Personal Liability Insurance</u>	<u>Total Contract Value</u>	FROM				\$235,000.00	BY				(\$73,341.04)	TO				\$161,658.96
<u>Task fee</u>	<u>Travel</u>	<u>Other Direct Costs</u>	<u>Personal Liability Insurance</u>	<u>Total Contract Value</u>																			
FROM				\$235,000.00																			
BY				(\$73,341.04)																			
TO				\$161,658.96																			
<input type="checkbox"/> If Checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and performance indicates acceptance.																							
Independent Contractor _____		Date _____																					
		Date _____																					

**COPY**

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