

CONTRACT

Subject to the conditions specified below, the Director of Naval Intelligence, acting under authority of the Secretary of the Navy, and ALBERT MARCOTTA of 1733 Pacific Street, Apt #4, San Francisco, Calif. (Residence), hereinafter referred to as the Contractor, hereby contract for the services of the Contractor as an Agent to perform duties involving the collection and classification of information, through the conduct of investigations or otherwise, pertaining to U. S. Naval Intelligence. The terms and conditions of this contract are set forth in the following articles:

Article 1 - SERVICES. The Contractor agrees to render such services as may be assigned by the Director of Naval Intelligence or his designated representative, and to perform these services in an efficient manner and to the best of his ability. The Contractor understands that the duties he may be called upon to perform, particularly in the investigation of offenses under the criminal laws of the United States, may involve a degree of hazard to his person. The Contractor further agrees that so long as this contract remains in force he will not engage in any other employment, whether for remuneration or otherwise, without written approval of the Director of Naval Intelligence or his designated representative, and he agrees further that he will not engage in any activity whatsoever, or establish or maintain any association, which is incompatible with his employment under this contract.

Article 2 - DUTY STATION. The official duty station of the Contractor will be San Francisco, California (City, State). However, the Director of Naval Intelligence reserves the right to send him to any place under the control and authority of the United States where his services may be required or to change his official duty station as the exigencies of Naval Intelligence may require. When the Contractor is transferred, in the interest of the government, from one official station to another, the expenses of travel of the Contractor and the expenses of transportation of his immediate family, and the cost of transportation of his household goods and personal effects, will be borne by the Director of Naval Intelligence, to the extent allowable under existing Navy Civilian Personnel regulations as they pertain to weight limitation and mileage. No part of such expenses shall be allowed or paid from government funds where the transfer is made primarily for the convenience or benefit of the Contractor.

Article 3 - HOURS OF WORK. The normal work day for the Contractor will be eight (8) hours of duty in one calendar day. Five (5) days of duty in each consecutive seven (7) day period will be considered a normal work week, except that when a legal holiday occurs on a normal work day the Contractor will not suffer loss of pay or be charged with a day of leave for absence from duty on such legal holiday. Records of certification of time worked by the Contractor will be maintained by the office to which he is attached. Under exceptional circumstances and when the needs of the service so require the Contractor may be required to perform duty in excess of the above described work week. When such exceptional hours of duty are required no monetary compensation will be paid, but appropriate adjustments in the form of compensatory time will be made, as conditions permit and in accordance with regulations issued by the Director of Naval Intelligence.

Article 4 - COMPENSATION. Compensation shall accrue to the Contractor at the rate of ~~Six thousand and Fifty Dollars~~ (\$ 6050.00), per annum. Amendments to provide increases in the rate of compensation specified herein will be authorized by the Director of Naval Intelligence based on length of service and contingent on the Contractor's satisfactory performance of duty. The specified rate of compensation will be in full for all services rendered and work performed, except that the Contractor shall be paid a lump-sum for unused annual leave to which he is entitled under existing law as it applies to civilian employees of the Navy Department, upon termination of this contract, said lump-sum payment to be computed at the rate of pay current on date of termination of contract.

Article 5 - PAY DAYS. Compensation accrued to the Contractor under this contract will be paid by the Director of Naval Intelligence bi-weekly, and at such other times as may be mutually agreed upon. The normal bi-weekly pay period will start on Sunday and end the second Saturday following. The Contractor will be paid in full, less deductions required by law, as soon as practicable after the close of a bi-weekly pay period.

Article 6 - MISCELLANEOUS EXPENSES. The Contractor shall be paid for actual and necessary expenses incurred by him, or prevailing allowances in lieu thereof, for official travel performed by him in obedience to orders of the Director of Naval Intelligence or his designated representative in the performance of his assigned duties. He also will be entitled to reimbursement for such sundry expenses incurred by him in the performance of his official duties as may be authorized or subsequently approved by the Director of Naval Intelligence or his designated representative.

Article 7 - LEAVE. Laws, regulations, and instructions pertaining to annual leave (including lump-sum payment for annual leave), sick leave, military leave, and court leave of civilian employees of the Navy Department will apply to the Contractor.

Article 8 - NON-CIVIL SERVICE STATUS. The Contractor will not acquire a U. S. Civil Service employee status by virtue of the services rendered under this contract, nor become entitled to the rights, privileges, and benefits prescribed for U. S. Civil Service employees, except as specifically provided herein.

Article 9 - RETIREMENT. By virtue of the services performed under this contract, the Contractor will become entitled to retirement or disability benefits in amounts and under such conditions as are now or may hereafter be prescribed by rules and regulations promulgated by the U. S. Governmental agency charged with the administration of Civil Service Retirement and Disability Laws.

Article 10 - TERMINATION. This contract may be terminated at any time during the life thereof, without prejudice, upon not less than thirty (30) days written notice by the Director of Naval Intelligence to the Contractor, or by the Contractor to the Director of Naval Intelligence. For cause, the Director of Naval Intelligence reserves the right to waive the thirty (30) days notice of termination and may terminate this contract at any time, without recourse.

Article 11 - DISPUTES. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Secretary, and the decision of the Secretary or his duly authorized representative for the hearing of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive; provided that, if no such appeal is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

Article 12 - ASSIGNMENT OF CLAIMS. No claim arising under this contract shall be transferred or assigned by the Contractor.

Article 13 - OFFICIALS NOT TO BENEFIT. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

Article 14 - COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

Article 15 - PATENTS. (a) For the purpose of determining the rights of the Government and the Contractor in and to inventions, the Contractor agrees to be bound by all of the provisions of Executive Order 10096, dated 23 January 1950, and any orders, rules, regulations, or the like issued thereunder. (b) The Contractor shall: (1) make written disclosure promptly to the Contracting Officer of all inventions of the Contractor which are conceived or first reduced to practice during the term of this contract, and sign and execute all papers necessary for conveying to the Government the rights to which the Government is entitled in accordance with the determination made under the provisions of Executive Order 10096, or (2) certify to the Contracting Officer that, to the best of the Contractor's knowledge and belief, no inventions have been conceived or first reduced to practice during the term of this contract.

Article 16 - SECURITY. The Contractor hereby certifies that he has read and understands Title 18 U. S. Code, Section 793 and 794 and is fully aware of the consequences of a violation thereof; that he has read and comprehends Chapter 15, U. S. Navy Regulations (1948) and the U. S. Navy Security Manual for Classified Matter; and that he fully understands the confidential nature of the relations of personnel of Naval Intelligence with the public; that he will safeguard all categories of classified information entrusted to or obtained by him in the course of his duties; and that he will protect information obtained from informants as well as the sources themselves. He agrees without any reservation whatsoever not to divulge to any person any information obtained by virtue of his connection with Naval Intelligence, except as may be necessary in the execution of his official duties, and then only within or between those offices or individuals who have been designated by the Director of Naval Intelligence as being lawfully entitled to receive such information, either during the period of this contract or at any other future time, unless specifically authorized in writing by the Director of Naval Intelligence.

This contract is effective 21 June 19 65.

*Albert Marretta*

**Albert MARRETTA**

(Full Name of Contractor)

Dated at San Francisco, California  
(City, State)

Director of Naval Intelligence

this 21st day of

By *S. Filippone*  
**S. FILIPPONE**

June 19 65

Rank CAPTAIN, USN

Authorized by ~~DNI Serial~~ SUPPCEN TWX 011928Z dated JUNE 1965