DEPARTMENT OF THE NAVY
Office of the Chief of Naval Operations
Washington 25, D. C.

In Reply Refer To
Op-322F2/hmd
RESTRICTED
Serial: 14614P32

15 December 1950

Canceled by 501.21
~~Omit instructions~~ 501.19

From: Chief of Naval Operations
To : Distribution List

Subj: Interim Procedure for Admittance of Alien Specialists and their Dependents under the Paperclip Program and as National Interest cases

Encl: (1) JIOA Restricted serial 2759, dated 16 November 1950

1. As a result of the enactment of the Internal Security Act of 1950, the procedures heretofore followed as regards the processing of Paperclip personnel and other aliens whose employment in the United States is desired in the national interest have been rendered inoperative.

2. Specifically, prospective Paperclip personnel may not now enter the United States in military custody but must possess valid visas upon arrival at a U. S. port. Furthermore, under a strict interpretation of Section 22 of the Internal Security Act of 1950, a vast majority of Paperclip personnel and other aliens employed as "national interest" cases are now inadmissible.

3. The Joint Intelligence Objectives Agency, acting on information furnished by the Department of Justice, has set forth the detailed procedures whereby, under these changed conditions, alien specialists and their dependents may be processed for admittance to this country under the Paperclip program or as "national interest" cases. These procedures are outlined in Enclosure (1) and are effective at once throughout the military establishment.

4. The Chief of Naval Operations (Op-322F2) will continue to coordinate the administrative features of the Paperclip program and of "national interest" cases, and to serve in a liaison capacity with the Joint Intelligence Objectives Agency, on behalf of the various Bureaus and units of the Navy Department, in carrying out the procedures enclosed herewith.

FELIX JOHNSON
by direction

Canceled
~~DNI 201.4~~

Op-322F2/hmd
RESTRICTED
Serial: 1L61LP32

Subj: Interim Procedure for Admittance of Alien Specialists and their Dependents under the Paperclip Program and as National Interest cases

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DIO-F28 (with exception of 10-14-15-17)

THE JOINT CHIEFS OF STAFF

Washington 25, D. C.

Joint Intelligence
Objectives Agency

16 November 1950

JIOA 2759

MEMORANDUM FOR Colonel W. H. Brunke, GSC, Chief, Special Procurement Branch, Administrative and Liaison Division, Office of the Ass't Chief of Staff, G-2, USA.
Commander H. C. Lawder, USNR, Head, Naval Technical Intelligence Center, Office of Naval Intelligence.
Major R. E. Work, USAF, Collection Control Branch, Collection Division, Directorate of Intelligence, USAF.

SUBJECT: Interim Procedure for Admittance of Alien Specialists and their Dependents under the Paperclip Program and as National Interest Cases.

1. Attention is invited to the inclosed letter from the Department of Justice setting forth the procedure whereby inadmissible aliens may be brought to the United States with visitor's visas either under the Paperclip program or as National Interest cases subject to the exercising by the Attorney General of his discretionary authority under the ninth proviso to Section 3 of the Immigration Act of 1917.

2. In forwarding a recommendation by JIOA to the Attorney General for the exercise of the ninth proviso the following information is required on both Paperclip and National Interest cases:

a. Full name and any aliases.
b. Date and place of birth.
c. Country of nationality and/or citizenship.
d. Marital status (including names, date and place of birth of wife and children).
e. Residence of applicant and family.
f. Occupation and present employment.
g. Facts of service armed forces of any country.
h. Any official or governmental positions held by applicant.
i. Detailed information concerning alien's membership, affiliation, and participation in any foreign organization, including political parties.
j. Purpose for which alien is to be brought to the United States.
k. Statement as to security checks made and results thereof.
l. Statement that alien's admission to the United States will be in the interests of national security.

Enclosure (1)

3. Following are the new requirements for processing Paperclip and National Interest cases:

a. Paperclip

(1) Sponsorship and certification by one of the military departments as heretofore, to include as much of the information required by par. 2. a., b., c., d., e., f., j., and l. above, as is available.

(2) ID EUCOM will be notified by JIOA that contracting under Paperclip is contemplated, and requested to prepare a Revised Security Report for each family group. Only the specialist and those dependents qualified under radio W93636 of March 1947 will be included. Full name and date and place of birth of each individual involved and relationship of each dependent to the specialist will be promptly radioed to JIOA by EUCOM for use by the Military Departments in obtaining name checks. The Security Report will be forwarded to JIOA in triplicate and will include the information required by par. 2, above, except subpars. j. and l.

(3) The Sponsoring Military Department will secure name checks on each individual from CIA, FBI and the Intelligence Offices of all three Military Departments and will forward the results to JIOA to fulfill the requirements of par. 2 k. above.

(4) Upon receipt of the certification, Revised Security Report and results of the required name checks, JIOA will determine whether the facts indicate the specialist and his dependents may be admissible under the law in order to determine which of the procedures in subpar. (5) will be utilized.

(5) Upon determination of the above, JIOA will take one of the following actions (see par. (6) below for exceptional action for Army cases):

(a) If inadmissible, a recommendation will be forwarded to the Attorney General that the specialist and his dependents be admitted to the United States under the Attorney General's discretionary authority contained in the ninth proviso to Section 3 of the Immigration Act of February 15, 1917, as amended. A copy of the recommendation, with inclosures, will be forwarded to the Security Division, Department of State, through the Visa Division. Upon receipt of approval from the Attorney General, ID EUCOM

will be requested, through the Department of Army, to contract the specialist. Upon receipt of advice from ID EUCOM that the specialist has been contracted JIOA will request the Visa Division, Department of State, to transmit an advisory opinion on the complete family group to the appropriate American Consul, and will advise ID EUCOM and the Department of Army that this has been done. The Department of Army will then authorize shipment and ID EUCOM will assist the specialist and his dependents in applying to the Consul for visitor's visas and arrange for government transportation, escort and expense money to the U. S. The sponsoring military department will furnish escort from the port of debarkation to destination.

(b) If admissible, ID EUCOM will be requested, through the Department of Army, to contract the specialist. Upon receipt of advice from ID EUCOM that the specialist has been contracted, JIOA will recommend to the Department of State that appropriate immigration quota numbers be transmitted to the proper American Consul (auth: par. 42.313 of Title 22 of the Code of Federal Regulations) and will advise ID EUCOM and the Department of Army that this has been done. The Department of Army will then authorize shipment and ID EUCOM will assist the specialist and his dependents in applying for immigration visas and will arrange for government transportation, escort and expense money to the U. S. The sponsoring military department will furnish escort from the port of debarkation to destination.

b. National Interest Cases

(1) Sponsorship and certification as heretofore, with exception of security investigation, to include the information required in par. 2. a., b., c., d., e., f., j., and l. above.

(2) Upon receipt of sponsorship and certification ID EUCOM and the Military Security Board, HICOG, in the case of German specialists, or USFA in the case of Austrian specialists, will be notified and ID EUCOM or USFA, as appropriate, will be requested by JIOA to prepare a Security Report for each family group similar to that prescribed for Paperclip personnel. In these cases the name of each dependent to be included will be specified, and the provisions of radio WAR 93636 of March 1947 will not apply. The resultant security

report will be forwarded to JIOA in triplicate and will include the information required by par. 2 above, except subpars. j. and l.

(3) The Sponsoring Military Department will secure name checks on each individual from CIA, FBI and the Intelligence Offices of the other two Military Departments and will forward the results to JIOA to fulfill the requirements of par. 2. k. above.

(4) Upon receipt of the certification, Security Report and results of the required name checks, JIOA will determine whether the facts indicate the specialist and his dependents may be admissible under the law in order to determine which of the procedures in subpar. (5) will be utilized.

(5) Upon determination of the above, JIOA will take one of the following actions:

(a) If inadmissible, a recommendation will be forwarded to the Attorney General that the specialist and his dependents be admitted to the United States under the Attorney General's discretionary authority contained in the ninth proviso to Section 3 of the Immigration Act of February 15, 1917, as amended. A copy of the recommendation, with inclosures, will be forwarded to the Security Division, Department of State, through the Visa Division. Upon receipt of approval from the Attorney General, the Visa Division, Department of State will be requested to transmit an advisory opinion to the appropriate American Consul. The Military Security Board, HICOG or USFA, as appropriate, will be advised that this has been done, and requested to assist National Interest Case aliens in applying to the Consul for visitor's visas.

(b) If admissible, JIOA will recommend to the Department of State that appropriate immigration quota numbers be transmitted to the proper American Consul (Auth: par. 42.313 of Title 22 of the Code of Federal Regulations). Military Security Board, HICOG or USFA, as appropriate, will be advised that this has been done, and requested to assist National Interest Case aliens in applying for immigration visas.

November 3, 1950

Colonel Daniel E. Ellis, USAF
Director, Joint Intelligence
Objectives Agency
Room 2 D 880, The Pentagon
Washington 25, D. C.

Dear Colonel Ellis:

This is in reference to the conference held in this Department on October 24, 1950, between Lt. Col. J. H. Skinner and Major M. V. Brokaw of the Joint Intelligence Objectives Agency and representatives of the Department of State and of this Department, concerning the effect of the Internal Security Act of 1950 upon the procedures which have heretofore been followed in the cases of aliens under the Paperclip program and under the so-called non-Paperclip or national interest category.

As a result of the aforementioned conference, it has been decided that in all cases of either the Paperclip or national interest type your Agency will make a name check of all the intelligence agencies, including the Federal Bureau of Investigation and the Central Intelligence Agency. The results of these name checks, together with the report of the investigation made abroad, will then be furnished to the Internal Security Section of the Criminal Division of the Department of Justice. The Criminal Division, after review, will notify the Immigration and Naturalization Service in the form of a memorandum similar to that heretofore used in Paperclip cases of the substance of the information regarding the alien, together with a statement as to whether there is any objection from the standpoint of the internal security of the nation to the exercise by the Attorney General of the ninth proviso. The Joint Intelligence Objectives Agency will furnish the Department of State, for the information of the Security Division, with a copy of the information sent to the Department of Justice regarding the alien. It is contemplated that this procedure will be effective immediately. It is recognized, of course, that the procedure will apply only to aliens who have not yet been admitted to the United States.

Yours sincerely,

/s/ Peyton Ford
Peyton Ford
Deputy Attorney General

cc: Mr. Willard F. Kelly
Assistant Commissioner,
Enforcement Division
Immigration and
Naturalization Service

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(6) Procedures concerning National Interest Cases for other than German and Austrian specialists will be prescribed on a case by case basis by this Agency.

1 Incl.

/S/ DANIEL E. ELLIS
Colonel, USAF
Director

(For use in connection with Long-term Personal Service Contracts for Employment of Foreign Nationals)

RELEASE AGREEMENT

THIS AGREEMENT, dated _____, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Secretary of the Navy, and _____, a national of _____, presently residing in the United States at _____, hereinafter called the contractor,

WITNESSETH:

WHEREAS, the Government and the contractor entered into a Personal Service Contract, dated _____, hereinafter referred to as the original contract; and

WHEREAS, _____, hereinafter called the civilian employer, is desirous of employing the contractor, and it is to the mutual advantage of the Government and the contractor that the contractor be employed by said civilian employer,

NOW, THEREFORE, in consideration of the matters hereinbefore and hereinafter recited, and of the mutual covenants herein contained, the parties hereto do mutually agree as follows:

Section 1. Original Contract. The original contract between the Government and the contractor is hereby terminated by mutual consent, and it is mutually agreed that neither of the parties thereto and hereto shall have any claims as against the other, for any matters arising out of said contract subsequent to the date of this agreement, except as set forth in Sections 3 and 4 hereof and in Section 20 of the original contract, and except as provided in said original contract with respect to the dependents of the contractor.

Section 2. Period of Agreement. This agreement, and all provisions hereof, shall continue in full force and effect until whichever of the following two events first occur: (i) the contractor has obtained Resident Alien Status (immigration visa) under the immigration and naturalization laws of the United States, or (ii) the contractor has returned to the

WITNESSETH:

WHEREAS, the Government and the contractor entered into a Personal Service Contract, dated , hereinafter referred to as the original contract; and

WHEREAS, _____, hereinafter called the civilian employer, is desirous of employing the contractor, and it is to the mutual advantage of the Government and the contractor that the contractor be employed by said civilian employer,

NOW, THEREFORE, in consideration of the matters hereinbefore and hereinafter recited, and of the mutual covenants herein contained, the parties hereto do mutually agree as follows:

Section 1. Original Contract. The original contract between the Government and the contractor is hereby terminated by mutual consent, and it is mutually agreed that neither of the parties thereto and hereto shall have any claims as against the other, for any matters arising out of said contract subsequent to the date of this agreement, except as set forth in Sections 3 and 4 hereof and in Section 20 of the original contract, and except as provided in said original contract with respect to the dependents of the contractor.

Section 2. Period of Agreement. This agreement, and all provisions hereof, shall continue in full force and effect until whichever of the following two events first occur: (i) the contractor has obtained Resident Alien Status (immigration visa) under the immigration and naturalization laws of the United States, or (ii) the contractor has returned to the country of his origin.

Section 3. Security Regulations. The contractor agrees, during the period of this agreement, to observe such security measures as the Government may prescribe, and particularly to be under the supervision of and subject to the regulations imposed by either the Army Commander in whose area the contractor may be working or the Navy military representative located at the civilian activity concerned. The contractor further agrees to observe the security provisions set forth in Section 15 of the original contract, regardless of the termination thereof and irrespective of the prior termination of this agreement.

Section 4. Patents and Copyrights.

(a) The contractor without further compensation agrees:

(1) To transfer and assign to the Government, as represented by the Secretary of the Navy, the entire right, title, and interest in and to any and all inventions which the contractor conceived, or first actually reduced to practice, or both conceived and first actually reduced to practice, during the term of the original contract and falling within the scope of his employment thereunder;

(2) To grant to the Government, as represented by the Secretary of the Navy, an irrevocable, non-exclusive, non-transferable, royalty-free license, throughout the world, in and to any and all inventions which the contractor conceived or first actually reduced to practice, or both conceived and first reduced to practice, during the term of the original contract, and which the contractor is not required to assign to the Government, in accordance with the provisions of paragraph (a)(1) of this Section, said license including the right to practice, to

manufacture, to use, and dispose of, according to law, any article or any material, and to use any method covered by any such invention;

(3) To grant to the Government, as represented by the Secretary of the Navy, an irrevocable, non-exclusive, non-transferable, royalty-free license, throughout the world, in and to all inventions which the contractor conceives, or first actually reduces to practice, or both conceives and first actually reduces to practice during the term of this agreement, but in any event for a period of at least two years following the execution hereof, said license including the right to practice, to manufacture, to use, and dispose of, according to law any article or any material, and to use any method covered by any such invention;

(4) To submit, during the term of this agreement, but in any event for a period of two years following the execution hereof, to the Secretary of the Navy, for final determination as to whether the Government obtains title under paragraph (a)(1) or a license under paragraphs (a)(2) or (a)(3) of this Section, a complete disclosure of any and all inventions made during the term of the original contract and not heretofore disclosed, and any and all inventions made during the term of this agreement, but in any event for a period of at least two years following the execution hereof, together with a sworn statement by the contractor of the history of each such invention including the dates of conception and reduction to practice and the duty assignment of the contractor on those dates, such disclosures to be submitted before the filing of application for letters patent on any such invention;

(5) To sign and execute all papers necessary to vest in the Government all rights to which the Government is entitled under any provision of this Section, and to sign and execute all papers necessary for the filing and prosecution of applications for letters patent and any modifications, amendments, supplements, divisions, continuances thereof, or substitutes therefor;

(6) For himself, and his heirs, and assigns, to assert no copyright at common law and to make no claim to copyright by statute in any subject matter first produced by him during the term and within the scope of the original contract.

method covered by any such invention;

(4) To submit, during the term of this agreement, but in any event for a period of two years following the execution hereof, to the Secretary of the Navy, for final determination as to whether the Government obtains title under paragraph (a)(1) or a license under paragraphs (a)(2) or (a)(3) of this Section, a complete disclosure of any and all inventions made during the term of the original contract and not heretofore disclosed, and any and all inventions made during the term of this agreement, but in any event for a period of at least two years following the execution hereof, together with a sworn statement by the contractor of the history of each such invention including the dates of conception and reduction to practice and the duty assignment of the contractor on those dates, such disclosures to be submitted before the filing of application for letters patent on any such invention;

(5) To sign and execute all papers necessary to vest in the Government all rights to which the Government is entitled under any provision of this Section, and to sign and execute all papers necessary for the filing and prosecution of applications for letters patent and any modifications, amendments, supplements, divisions, continuances thereof, or substitutes therefor;

(6) For himself, and his heirs, and assigns, to assert no copyright at common law and to make no claim to copyright by statute in any subject matter first produced by him during the term and within the scope of the original contract.

(b) If the contractor is employed by an employer other than the Government, or by a subsequent employer, to work on a Government research or development contract which contains patent or copyright provisions the carrying out of which would be inconsistent with the provisions of this Section the Government agrees, to the extent of any such inconsistency, to waive the provisions hereof for the period of such employment.

Section 5. Return to Original Place of Residence. In the event that during the period of this agreement the contractor or his dependents conduct themselves in a manner inimical to the best interests of the United States of America, the contractor and his dependents, if in the United States, together with household and personal effects, will be returned to his original place of residence at the expense of the contractor.

Section 6. Transfer or Assignment Prohibited. Neither this agreement nor any interest herein nor any claim arising hereunder shall be transferred or assigned by the contractor to any other party or parties.

Section 7. Officials Not to Benefit. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Section 8. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement 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 agreement without liability or in its discretion to deduct from the

consideration hereof the full amount of such commission, percentage, brokerage, or contingent fee.

Section 9. Disputes. Except as otherwise specifically provided in this agreement, all disputes concerning questions of fact which may arise under this agreement, and which are not disposed of by mutual agreement, shall be decided by the Secretary of the Navy, who shall mail to the contractor a written notification of his decision. Within 30 days from said mailing, said decision shall be final and conclusive upon the parties hereto.

Section 10. Interpretation. In the event that this agreement is translated into any other language than English, and a dispute should arise as to the interpretation thereof, the English version, as signed by the parties hereto, shall govern.

Section 11. Certification.

(a) The contractor certifies that no promises or representations on the part of the Government other than those stated herein have been made.

(b) The contractor certifies that he has read and understands the foregoing provisions.

Section 12. Definitions. The term "Secretary of the Navy", as used herein means the Secretary, the Under Secretary, or any Assistant Secretary of the Department, and in addition shall include any person authorized to act for the Secretary.

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

THE UNITED STATES OF AMERICA

BY _____
For the Secretary of the Navy

_____
Contractor

WITNESSES:

(1) _____

_____
Address

(2) _____

_____
Address