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CHRONOLOGY OF SIGNIFICANT EVENTS

2002	EVENT	
	arrives in	
	arrives in	
September	operational as interrogation/detention facility; receives first detainee.	COBALT
September	receives eight detainees. writes in cable, officers are present daily and have the maximum possible degree of control."	COBALT
October	Gul Rahman is apprehended in Pakistan.	
	Psychologist (C) Bruce Jessen arrives in	
	Physician's Assistant arrives in	
	(Approximate) first goes to	COBALT
November	Rahman is rendered to	COBALT
	and Jessen interview Rahman.	
November	and Jessen interview Rahman.	
	(Approximate) Rahman given cold shower.	
	Rahman is subjected to Hard Takedown.	
November	(Approximate) Rahman's pants removed.	
COBALT	(Approximate) Counterterrorist Center supervisor visits Rahman wearing only socks and diaper; supervisor has concern regarding hypothermia.	
	cable reports Rahman subjected to 48 hours of sleep deprivation, rough treatment, cold shower and other measures but remained noncompliant. requests Headquarters consider planning for alternative interrogation measures.	
November	cable reports Rahman is uncooperative	

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2002	EVENT
November []	Rahman admits identity during interrogation with Jessen, [] Rahman will be reinterviewed on [] November. Cable notes Rahman had been subjected to cold conditions and minimum food and sleep, and he was confused due to dehydration and fatigue.
November []	Bureau of Prisons officers arrive [] training program for [] guards begins and runs until [] November.
	Psychologist (C) James Mitchell arrives []
November []	[] concurs with Headquarters proposal to send newly graduated interrogators to []
	Headquarters requests psychological assessment and assessment on interrogation measures to render Rahman compliant.
	Jessen conducts psychological captivity assessment on Rahman; Jessen's sixth session with Rahman.
	(Approximate) [] sees Rahman at [] but does not examine him.
	(Approximate) [] guard commander reports that Rahman told the guards he would kill them or have them killed after his release.
November []	Mitchell, Jessen, and [] depart []
November []	[] cable recommends future use of continued environmental deprivations with interrogations 18 out of 24 hours daily.
	Rahman given second cold shower.
November [] to November []	[] PA provides follow-up care at [] to certain detainees, but not Rahman.
November []	(Approximate) Linguist [] questions [] about the temperature at which hypothermia occurs.
	(Afternoon) [] last sees Rahman alive, gives him sweatshirt.

COBALT

COBALT

COBALT

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2002	EVENT
	2100 hrs - Rahman consumes last meal; hand restraints removed.
November []	[] returns to []
	1500 hrs - Rahman provided food; throws food and bucket and threatens guards. 1530 hrs - Guard informs [] of incident. [] directs guards to replace Rahman's hand restraints.
	Late afternoon - [] informs two officers at [] about Rahman's conduct.
	2200 hrs - guard check - Rahman is alive.
	2300 hrs - guard check - Rahman is alive.
November []	0400 hrs - guard check - Rahman is alive.
	0800 hrs - guard check - Rahman is alive.
	1000 hrs - guard check - Rahman is dead.
	1200 hrs - Bureau of Prisons officers depart []
	[] cable reports chronology of events connected with the death of Rahman.
November []	[] cable describes [] medical support to detainees in [] custody. Reports all detainees have been cooperative with medical personnel except Rahman.
November []	DO Investigative Team arrives at []
November []	Pathologist conducts autopsy.

6 days after
Mitchell and
Jessen depart

COBALT

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CIA's Use of Contract Interrogators/Debriefers

(TS [REDACTED] /NF) From the inception of CIA's Rendition and Detention Program, contract interrogators have been a key component in the Agency's Global War on Terrorism. Early on, it was clear that the CIA's exploitation program would place a high demand on the limited availability of experienced NCS Core Collectors. In addition, the trained and experienced pool of experts required to carry out the exploitation mission did not reside in the Agency nor was it considered part of the Agency's core mission. Interrogation and Exploitation skills [REDACTED] require years to develop and mature to be utilized effectively. Furthermore, staff officers routinely change assignments every 2-3 years, which does not allow for either adequate training or the long-term development of required expertise. Consequently, as was pointed out in an independent Program Review conducted by senior level Agency officers, utilizing highly trained and experienced contract interrogators, under the direct supervision and oversight of Agency staff, allows for the most effective use of key interrogation skills, as well as allow core collectors to focus more readily on the counter-terrorism mission. Hence, we plan to continue identifying and hiring contractors with the requisite skills, knowledge, and experience to further enhance the Program.

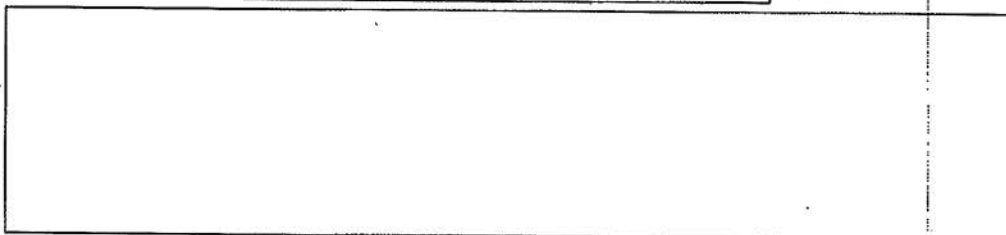
(TS [REDACTED] /NF) [REDACTED] The Debriefing training program was developed and first run in June 2003 after it became clear that a formal training program was required to develop these particular skills and expertise. As the number of detainees grew, it increased the responsibility of debriefers to handle more of the day to day interaction with the detainees. In order to do this successfully, we incorporated what was learned from previous interaction with detainees and built a course of instruction to include a basic understanding of Debriefers/Detainee interaction, roles and responsibilities of the interrogation team, legal guidelines, reporting issues, and role playing using actual examples of debriefings that worked well and those that did not. [REDACTED] To date, we have trained [REDACTED] staff and contract officers from all CTC components, with approximately 80% of these staff. However, most of the staff officers have moved on to different assignments and are no longer available. As of this writing, there are circa [REDACTED] trained staff and contract debriefers in CTC but the staff officers also have other fulltime responsibilities [REDACTED] that makes their availability to travel for [REDACTED] on short notice very difficult. Hence, we rely on the small contractor cadre that is available 24/7 to serve as debriefers for the majority of [REDACTED] debriefing requirements.

(TS [REDACTED] /NF) To date, CTC [REDACTED] has trained [REDACTED] interrogators [REDACTED] of which were Staff employees and [REDACTED] were contractors. Currently, as the result of reassignment and self-selection out of the Program for various reasons, there are [REDACTED] active and available contract Interrogators and an additional [REDACTED] contractors who are trained and qualified but are assigned to other requirements. [REDACTED] of the [REDACTED] contractors are considered Senior Interrogators and the other [REDACTED] are Trained and Qualified but not yet certified. Of the [REDACTED] staff contractors only [REDACTED] remain available to the program but also require certification.

(TS [REDACTED] /NF) Interrogators are recognized as "Trained and Qualified", upon successful completion of the CTC [REDACTED] High Value Detainee Interrogators (HVDI) training course and subsequent approval by [REDACTED] and Senior HVDI Instructors' recommendation that the candidate has successfully demonstrated their ability to be a High Value Detainee Interrogator (HVDI). [REDACTED]

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(TS/[REDACTED]/NF) Before 11 September, 2001, the Agency had no resident expertise in Interrogation and CTC sought the required skills from other pertinent organizations. The Agency's Office of Technical Service/[REDACTED] identified two contract PhD. Clinical Psychologists, both certified Senior HVDI Instructors and Interrogators in creating the Interrogation Program as well as continued training and education. The two Clinical Psychologists developed the first SERE (Survival, Evasion, Resistance & Escape) Psychologists Standards and the first Certification Course for the U.S. Air Force while serving in the military. In addition, they provided all the initial SERE psychology training for the military and served as the model for all future SERE psychologists. Combined, they have over 38 years experience in this area and have demonstrated the expertise to assist in the development of psychological assessments tools in the areas of framing exploitation questions, detecting deception along with CI issues for individuals not under our control and whose cooperation and veracity is yet to be determined. In addition, we identified a retired/[REDACTED] as well as a retired/[REDACTED]. They all bring a synergistic approach to the Program.

(TS/[REDACTED]/NF) Since neither a Program nor the required expertise were available, CTC/[REDACTED] developed a "road map" required to stand-up a viable program to include screening, training, the understanding of legal issues, documentation, management, and oversight. The team of Senior HVDI Instructor used their previous experience and expertise to train Interrogator Candidates in the psychological aspects of an interrogation as well as the training in and compliance with the approved physical measures adopted from SERE instruction. With respect to the physical measures (EIT), the Program was based on the principle of "using the least coercive measures first" to achieve compliance and cooperation.

(TS/[REDACTED]/NF) As the result of the Detainee Treatment Act, Comon Article 3 and the Military Commission Act of October 2006, the use of EITs is currently on hold pending a review by DOJ. Even though we are awaiting the updated DOJ opinion, the Senior HVDI Instructor Team is diligently working to develop a variety of psychological techniques to assist in exploitation and, pending DOJ's approval, employ the approved EITs only when compliance and cooperation cannot be achieved without the use coercive measures as approved by Hqs.

(TS/[REDACTED]/NF) The overall responsibility for the management of the OCONUS site, site staff to include contract security specialists, contract linguists and debriefers, Interrogation Team, and the detainees resides with the Staff Site Program Manager. The Site Program Manger must ensure that all site staff and contractor support comply with all HQS regulations, legal guidelines, site and [REDACTED] SOPs. Although Agency contractors lead and conduct the interrogations, they are constantly monitored to ensure compliance with all policies and procedures and the Site Program Manager provides Hqs with detailed correspondence on both a regular and on an as needed basis.

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27 November 2007

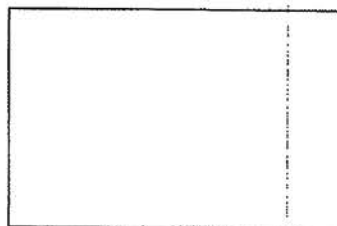
SUBJECT: (TS/[redacted]/NF) CIA's Use of Contract Interrogators

1. (TS/[redacted]/NF) [redacted]

[redacted] We offer the following justification and background to support future use of contractors as High Value Detainee Interrogators (HVDI)s.

2. (TS/[redacted]/NF) From the inception of CIA's Detention and Interrogation Program, contract interrogators have been a key component in the Agency's Global War on Terrorism. Before 11 September 2001, the Agency lacked resident expertise in interrogation. As CIA developed its interrogation program after debriefing methods had failed to gain information from Abu Zubaydah, CTC sought the required skills from other pertinent organizations, since it was clear that a trained and experienced pool of experts to carry out the mandate did not reside in the Agency. CTC also instituted a training program to build our expertise. The number of hours of basic training required to become a CIA trained and qualified interrogator is 280 hours. The interrogator must then spend time in the field at a CIA Blacksite under the oversight of the Staff Site Manager and Senior HVDI for at least an additional 20 hours of active interrogation. To date, CTC has trained [redacted] interrogators, [redacted] of whom were Staff employees and [redacted] were contractors.

3. (TS/[redacted]/NF) As noted above, the CIA initially sought to maintain a balance between staff and contract interrogators. However, it quickly became apparent as the program matured that the unique skill sets necessary for a successful interrogation program did not make it feasible for CIA to create a cadre of long-term



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experienced staff interrogators. Interrogation and exploitation skills [REDACTED] require years to develop and mature to be used effectively. Because staff officers routinely change assignments every 2-3 years, they are not available for the long-term development to be interrogation experts. The Agency determined therefore not to continue training and using CIA staff officers as interrogators. As the result of natural reassignments and self-selection out of the program for various reasons, there are currently [REDACTED] active and available interrogators, all of whom are contractors; [REDACTED] are senior certified interrogators, [REDACTED] are certified interrogators, and 2 are trained and qualified but yet to be certified.

4. (TS/[REDACTED]/NF) The contract interrogators operate under the authority and direction of senior Agency staff officers and provide CIA's unique interrogation program with the strongest level of experience, continuity, and consistency. As the program continues to evolve, this continuity of experience is critical. Long-term contract interrogators are able to apply a history of program-specific experiences and lessons-learned to maximize interrogation and exploitation efforts. CIA would be unable to replicate this level of experience from a temporary cadre of staff interrogators. CIA's current contract cadre of senior certified interrogators consists of:

- a clinical psychologist with 18 years experience in intelligence operations related to human behavior in captivity, interrogation and resistance to interrogation, with five years experience in the CIA program;
- a clinical psychologist with 20 years expertise in intelligence operations related to human behavior in captivity, interrogation and resistance interrogation, with five years experience in the CIA program;

[REDACTED]

[REDACTED]

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5. (TS/[]/NF) The overall responsibility for the management of Blacksites, to include contract security specialists, contract linguists, debriefers, interrogation team, and the detainees remains the responsibility of CIA staff officers, specifically with the Staff Site Managers. A Site Manager must ensure that all site staff and contractor support comply with all HOS regulations, legal guidelines, site and [] Standard Operating Procedures. With regard to interrogations specifically, the contractors conducting the interrogations are under the supervision of the Site Manager and constantly monitored by Agency staff officers during interrogation sessions to ensure compliance with all policies and procedures.

6. (TS/[]/NF) In 2004, senior CIA officers were tasked by the then ADDO to provide an informal operational assessment of the detainee program. While the review noted that the DO should focus on its core mission (clandestine intelligence operations), it also highlighted that the Agency must continue to commit its resources to this program. Using highly trained and experienced contract interrogators, under the direct supervision and oversight of Agency staff, allows for the most effective and efficient management of the program now and into the future.

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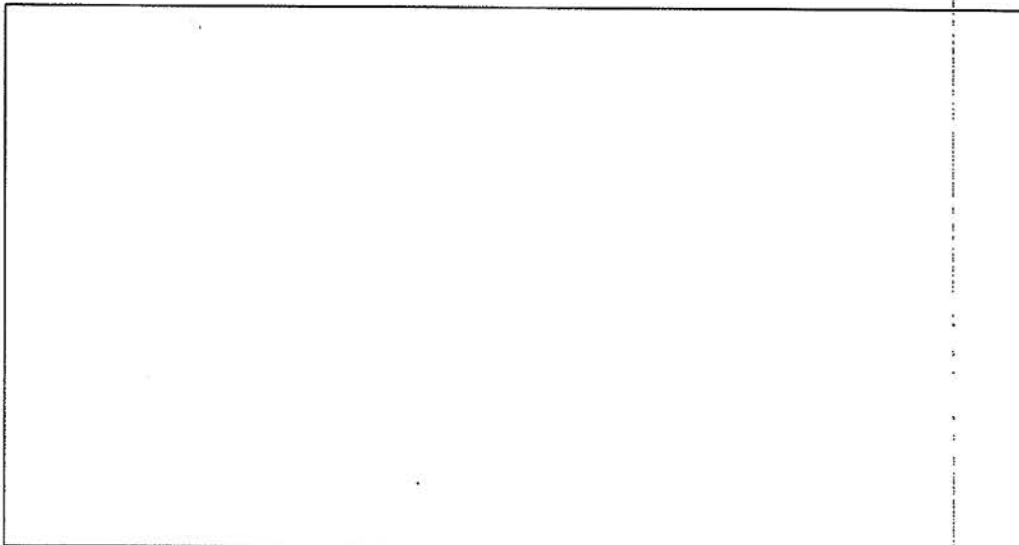
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(TS/[REDACTED]/NF) Role of Mitchell, Jessen, and Associates in CTC/[REDACTED] RDG program

(TS/[REDACTED]/NF) Background: A/OGC requested background information on the role of Mitchell, Jessen, and Associates in the CTC/[REDACTED] RDG program, in anticipation of a briefing for Senator Levin on 20 June. CTC/[REDACTED] RDG provides the following information for A/OGC's review.

(TS/[REDACTED]/NF) CTC/[REDACTED] RDG determined the need to contract an outside source of professional expertise in the area of human exploitation, interrogation, and management of terrorist High Value Detainees (HVDs) in ways that facilitate intelligence collection. Trained and experienced pools of experts necessary to carry out the exploitation mission do not reside in CIA, nor is it considered part of CIA's core mission. Mitchell, Jessen, and Associates (MJA), established in March 2005 by Drs. James E. Mitchell and J. Bruce Jessen, was granted a sole source contract to support CTC's rendition, detention, and interrogation program.

(TS/[REDACTED]/NF) CTC/[REDACTED] RDG has primarily relied since its inception on contract interrogators to provide the necessary skills in human influence and exploitation to elicit information from resistant HVD's. Ph.D psychologists, Drs. Mitchell and Jessen played a significant and formative role in the development of CTC's detention and interrogation program and continue to lead in the development of additional psychologically-based strategies to collect threat and actionable intelligence from HVDs in a manner that does not violate any federal law, the US Constitution, or any US treaty obligation. They have been instrumental in training and mentoring other CIA interrogators and debriefers, and many of the current successes in obtaining information from detainees who are actively trying to withhold or distort it, are due to the interrogations conducted by Drs. Mitchell and Jessen.



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(TS/[REDACTED]/NF) CTC/[REDACTED] therefore sought a sole source contract with MJA to provide the critical interrogation, and security exploitation skills necessary to perform this mission. To date, MJA provides 100 percent of the security exploitation personnel operating at CIA's Blacksites, and approximately 80 percent of CIA's interrogators [REDACTED] of the [REDACTED] current interrogators do not work for MJA). Most of the current security exploitation specialists now working for MJA on this contract are former [REDACTED] officers who had experience working CTC/RDG's program when [REDACTED] provided the security support. Finally, MJA is also contracted to provide security support to RDG rendition missions, which is separate from the exploitation security specialist role.

(TS/[REDACTED]/NF) Drawing on their complete understanding of this compartmented program, as well as their unique background, experiences, practices, and continued covert influence strategy research, MJA is also responsible for developing and providing, as directed by RDG, [REDACTED]

(TS/[REDACTED]/NF) MJA provides approximately [REDACTED] personnel in direct support of the RDG mission. This includes [REDACTED] interrogators, [REDACTED] security exploitation specialists, [REDACTED] training officers [REDACTED] operating out of RDG Hqs spaces, and [REDACTED] specialists (who work primarily for [REDACTED] vice RDG.) RDG currently employs [REDACTED] staff officers; 1 who serves as a Blacksite manager, and the rest in Hqs management, support, facilities, or desk officer positions. RDG also employs other, non-MJA contract assistance at both Hqs and Blacksites, which are limited to support and debriefer roles.

(TS/[REDACTED]/NF) MJA, on this contract, also provides interrogation resistance training at their Spokane facility to other [REDACTED] components such as CTC [REDACTED]

(TS/[REDACTED]/NF) Bottomline: MJA is critical to the continued success of RDG's rendition, detention and interrogation program. MJA provides the vast majority of interrogators, provides all/all the security exploitation specialists responsible for handling detainees at Blacksites, in consultation with RDG develops and conducts the necessary training to ensure both interrogators and exploitation specialists are properly trained, and prepared to effectively operate in the field, and is responsible for continuing to research and develop new influence strategies as interrogation tools, to help obviate the need for physical pressures. They also play a significant role in providing resistance training to other [REDACTED] [REDACTED] MJA is a cornerstone for the success of the RDG mission.

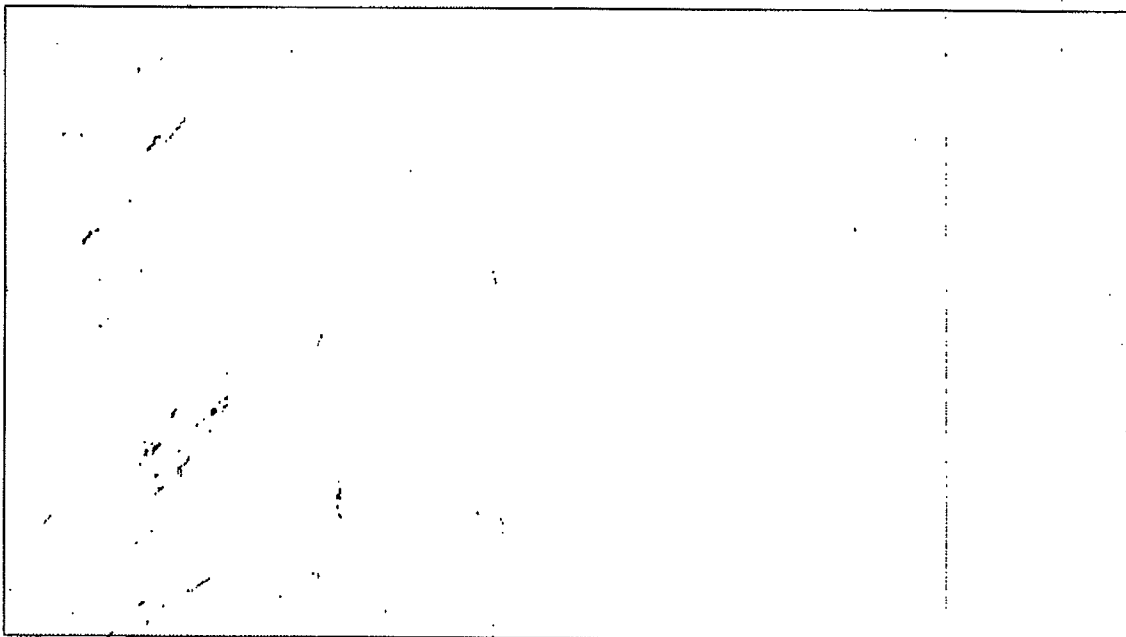
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~~TOP SECRET~~ [REDACTED] ~~NF~~**1. How much has the CIA paid Mitchell and Jessen since 2002?**

(TS [REDACTED] NF) Dr. James Mitchell was paid a total of \$1,459,601.43 as an independent contractor (IC) to the CIA from FY 2001 to FY 2005. This included services to the Directorate of Science and Technology and to the CTC Renditions, Detentions and Interrogations Program (RDI). Costs from FY 2001 through FY 2005 include payment for research and development as well as operational services.

(TS [REDACTED] NF) Dr. J. Bruce Jessen was paid a total of \$1,204,550.42 as an IC to the CIA from FY 2002 to FY 2005. This included services to the Directorate of Science and Technology and to the CTC/RDI. Costs from FY 2002 thru FY 2005 include payment for research and development as well as operational services.

(TS [REDACTED] NF) During FY 2005, Drs. Mitchell and Jessen formed Mitchell, Jessen, and Associates (MJA) ending their role as independent contractors. In addition to continuing the provision of professional services by Drs. Mitchell and Jessen, MJA provided qualified interrogators, detainee security officers for CIA detention sites, and curriculum development and training services for the RDI program. MJA also provided training services for other CTC/SMD elements unrelated to the RDI program. From FY 2005 through 23 January 2009, MJA was paid a total of \$71,968,923.90.



(TS [REDACTED] NF) During the periods Drs. Mitchell and Jessen, and later MJA, were associated with the CTC/RDI program, the program provided intelligence to disrupt terrorist plots, remove terrorist leaders from the battlefield, and deny AQ a safe haven in which to plan and train. [REDACTED]

[REDACTED] CIA assesses that most, if not all, of the timely intelligence acquired from detainees in this program would not have been discovered or reported by any other means.

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(TS [] NF) High Value Detainees (HVDs) in the RDI program also allowed us to confirm reporting from other clandestine sources, and helped connect fragmentary information, such as special intelligence, cyber collection, and media and computer exploitation. Over 90 percent of the disseminated reporting obtained from the RDI program was passed to foreign liaison service partners, assisting them in the prevention and disruption of plots and enabling the capture of other terrorists. Below are some of the key captures, disrupted plots, and intelligence gained from HVDs in the RDI program.

Key Captures:

The unraveling of Jemah Islamiya (JI) and the network of AQ senior associate Hambali; (Is this a capture?)
 The arrest of Dhiren Barot (aka Issa al-Hindi) in the United Kingdom; identifying the "other" shoe bomber – Sajid Badat;
 The arrest of Jose Padilla and Binyam Muhammed;
 The arrest of Lyman Faris.

Major Plots Disrupted:

The West Coast Airliner Plot;
 Heathrow Airport Plot;
 The Karachi Plots;
 Plots in the Saudi Peninsula.

2. Is Mitchell, Jessen and Associates currently under contract?

(S/NF) Yes, a decision has been made to exercise the final option year of the contract, beginning 2 March 2009, with a planned significant reduction in the requirements and cost.

3. If they are currently under contract how much will CIA pay for their contract for this fiscal year?

(S/NF) The actual cost of the contract in FY 2009 is currently unknown. The scope and value of the contract are largely dependent on the decommissioning of the existing facilities, the plans for which are currently under review. We do expect a significant reduction in FY 2009 from previous years but the exact contract cost is as yet unknown.

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MJA
(Mitchell, Jessen & Associates)

CTC [REDACTED] has contracted with MJA, a company started by two PhD SERE psychologists James Mitchell and Bruce Jessen, to provide unique support and services to [REDACTED] CTC, and the Agency.

This effort has six broad objectives.

- The first objective is to ensure CTC and CIA senior management access to senior-level professionals with the prerequisite depth of psychological expertise and operational experience required to provide sound, actionable advice and recommendations on program development and operational efforts to obtain critical, time sensitive intelligence from high value sources who may be trying to distort or withhold information.
- The second objective is to provide the Sponsor with the depth of professional psychological expertise and operational experience required to provide operational consultation and support to the Sponsor's on-going operational efforts to extract actionable intelligence from sources that may be actively trying to withhold or distort information. One of MJA's first tasks is to recruit and train CTC [REDACTED] RDG [REDACTED]

[REDACTED]

- The third objective is to provide the Sponsor with the depth of professional expertise and operational experience required to:

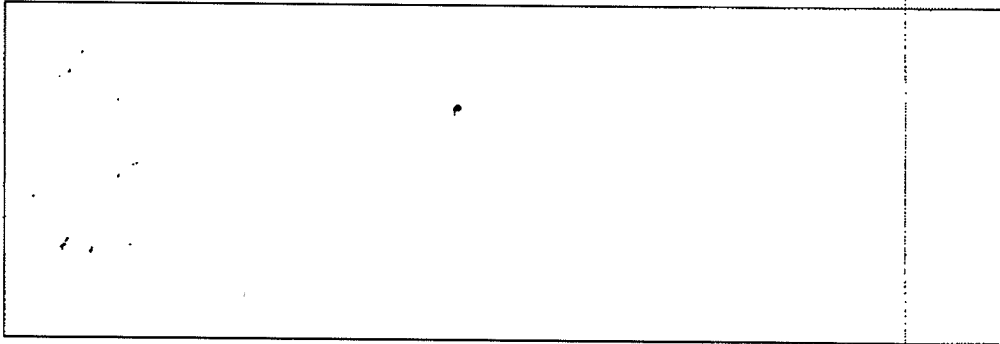
[REDACTED]

- (c) Provide consultation on the short and long-term management of detainees in ways that facilitate intelligence collection.
- The fourth objective is to provide the Sponsor with a cadre of operationally deployable personnel with critical skill sets who can augment or mentor (Sponsor) personnel in efforts to obtain intelligence from sources who may be attempting to distort or withhold such information. The cadre shall include operational psychologists and interrogators who can augment C.I.A. personnel.

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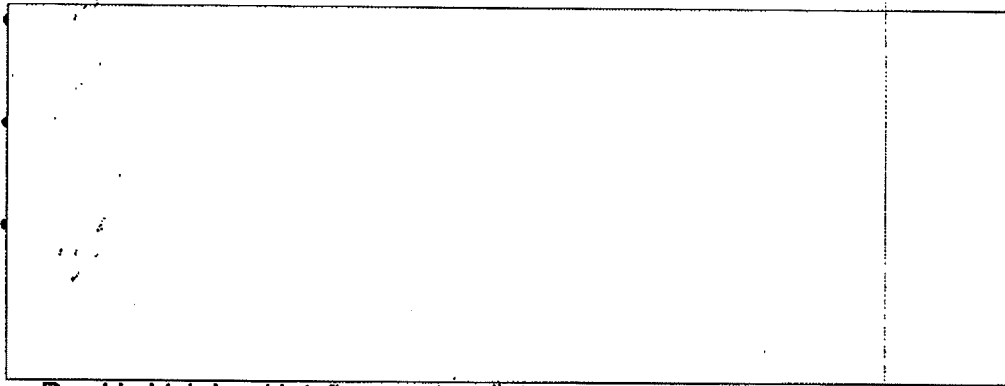
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- The fifth objective is to place on contract a capability to provide interrogation, resistance to interrogation, and exploitation training to personnel identified by the Sponsor. The Contractor shall provide training personnel and secure facilities for training that can be used to provide training on topics and skills required to support on-going operational requirements.

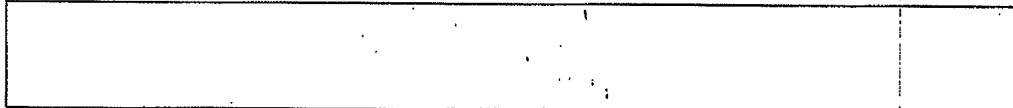


Beginning in March 2002, Dr.s Mitchell and Jessen were instrumental in the development of the very successful CTC [REDACTED] RDG Detention and Interrogation Program. Because of their unique talents, experience, and expertise, [REDACTED] expanded their roles to support the activities in the other [REDACTED] Groups as well as the Center. In addition to their critical activities in RDG, Mitchell and Jessen (now MJA) are also involved in the following activities:

- Recruited [REDACTED] highly trained and experienced MJA contract interrogators to insure we have the required capability resident at each Blacksite. Furthermore, they have established an on-going meticulous and rigorous interrogation training and certification program with follow-up refresher courses.



- Provide high-level briefings to the 7th floor.



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The requirements we have levied on MJA are purposely very broad and diverse. However, MJA has the background and networking required to recruit the unique talent and experience to meet our needs. The current MJA contract calls for a one year base with 4 options years.

MEMORANDUM FOR THE RECORD

FROM:

CHIEF, COUNTERINTELLIGENCE EVALUATION BRANCH
COUNTERESPIONAGE GROUP
COUNTERINTELLIGENCE CENTER

SUBJECT: RAHMAN DEATH INVESTIGATION - INTERVIEW OF JOHN B. JESSEN

ON JANUARY 2003, I INTERVIEWED JOHN BRUCE JESSEN REGARDING THE DEATH OF GUL RAHMAN. JESSEN IS A CLINICAL PSYCHOLOGIST EMPLOYED BY CIA AS AN INDEPENDENT CONTRACTOR. JESSEN WAS DIRECTLY INVOLVED IN THE INTERROGATION OF GUL RAHMAN.

JESSEN HAS A PHD IN CLINICAL PSYCHOLOGY AND SPENT 20 YEARS ON ACTIVE DUTY WITH THE US AIR FORCE. WHILE ON ACTIVE DUTY WITH USAF, JESSEN WORKED AS A PSYCHOLOGIST WITH THE JOINT PERSONNEL RECOVERY AGENCY. AFTER LEAVING ACTIVE DUTY WITH USAF, JESSEN WENT TO WORK DOD AS A CIVILIAN PSYCHOLOGIST. WHILE EMPLOYED BY DOD, HE SERVED AS THE SENIOR PSYCHOLOGIST FOR THE SURVIVAL, EVASION, RESISTANCE, AND ESCAPE (SERE) PROGRAM. ONE OF THE THINGS JESSEN WAS INVOLVED WITH IN THIS PROGRAM WAS THE INTERROGATION OF PRISONERS. DURING THIS PERIOD, JESSEN HAD CONTACT WITH CIA THROUGH DOD ON CAPTIVITY RELATED ISSUES. JESSEN STATED THAT HE WORKED FOR DOD FOR EIGHT YEARS. HE WAS SUBSEQUENTLY CONTACTED BY JOSE RODRIGUEZ, C/CTC AND ASKED TO COME TO WORK FOR CIA ON A SPECIAL PROJECT. JESSEN BEGAN WORK FOR CIA ON 20 JUL 2002.

JESSEN STATED THAT HIS DUTIES AT CIA HAVE INVOLVED THE INTERROGATION

COBALT

OF HIGH AND MEDIUM VALUE TERRORIST TARGETS (HVT, MVT). JESSEN STATED THAT HE HAS INTERROGATED PRISONERS AT [REDACTED] AND [REDACTED] JESSEN IS INVOLVED IN THE USE OF ENHANCED INTERROGATION METHODS. JESSEN STATED THAT FOR THE MOST PART THERE HAS BEEN ONLY ONE PRISONER WHO HAS BEEN RECEIVING ENHANCED INTERROGATION TECHNIQUES; HOWEVER, RECENTLY ONE MORE PRISONER BEGAN RECEIVING THIS TREATMENT.

COBALT

JESSEN STATED THAT HIS FIRST TRIP [REDACTED] WAS IN NOVEMBER 2002. JESSEN STATED THAT HE WAS AT [REDACTED] UNTIL HE RECEIVED A MESSAGE ASKING HIM TO PROCEED TO [REDACTED] TO LOOK AT A FEW PRISONERS. GUL RAHMAN WAS NOT ONE OF THESE PRISONERS.

[REDACTED] JESSEN STATED THAT HE WAS ASKED TO LOOK AT THE PRISONERS TO DETERMINE IF THEY SHOULD BE CONSIDERED FOR ENHANCED INTERROGATION TECHNIQUES. JESSEN STATED THAT [REDACTED] TURNED OUT BE BE PRETTY COOPERATIVE.

JESSEN STATED THAT HE DEPARTED [REDACTED] ON [REDACTED] OCTOBER 2002 AND WENT THROUGH [REDACTED] CIRCA [REDACTED] NOV 2002. JESSEN COULD NOT RECALL IF RAHMAN WAS THERE WHEN HE INITIALLY ARRIVED, BUT HE THINKS HE RAHMAN ARRIVED SHORTLY THEREAFTER. JESSEN RECALLED THAT HE WAS GETTING ORIENTED TO [REDACTED] WHEN RAHMAN ARRIVED. JESSEN STATED THAT HE WAS NOT PART OF RAHMAN'S RENDITION. HE STAYED [REDACTED] APPROXIMATELY 2 1/2 WEEKS.

JESSEN COULD NOT RECALL THE DATE HE FIRST HAD CONTACT WITH RAHMAN, BUT HE DID REMEMBER THAT PEOPLE IN THE STATION WERE VERY OPTIMISTIC THAT THEY HAD SOMEONE WHO WAS GOING TO HAVE SOME GOOD INFORMATION. [REDACTED] SPOKE TO JESSEN ABOUT RAHMAN AT SOME POINT.

[REDACTED] JESSEN STATED THAT [REDACTED] ASKED HIM ABOUT INTERROGATING THE GUY. UPON REFLECTION, JESSEN STATED THAT HE MAY HAVE BEEN THERE FOR RAHMAN'S FIRST INTERROGATION, BUT THAT [REDACTED] ACTUALLY DID THE INTERROGATION. [REDACTED] AND JESSEN CONSULTED ABOUT THE INTERROGATION BEFOREHAND. JESSEN STATED THAT THEY COLLABORATED ON SOME OF THE APPROACHES HE MIGHT WANT TO-TAKE WITH RAHMAN. JESSEN STATED THAT HE MAY HAVE BEEN THERE FROM THE START OF RAHMAN'S INTERROGATIONS, BUT HE DIDN'T BEGIN INTERROGATING UNTIL LATER BECAUSE HE WAS WORKING WITH THE OTHER PRISONERS. JESSEN STATED THAT HE LISTENED IN ON ONE OF THE EARLY INTERROGATIONS CONDUCTED BY [REDACTED] AFTER THINKING ABOUT IT, HE STATED THAT IT MAY HAVE BEEN THE FIRST INTERROGATION. JESSEN STATED THAT HE SAT BEHIND [REDACTED] DURING THE FIRST INTERROGATION WHILE [REDACTED] CONDUCTED IT.

WHEN DESCRIBING RAHMAN'S PHYSICAL APPEARANCE DURING THE FIRST INTERROGATION, JESSEN INITIALLY STATED THAT HE WAS WEARING PAJAMAS OR SWEATPANTS. AFTER SOME REFLECTION HE STATED, "HE MAY HAVE JUST HAD A DIAPER ON." JESSEN STATED THAT RAHMAN HAD CLOTHES ON AND OFF AS PART OF WHAT THEY WERE DOING TO HIM. JESSEN STATED THAT HE COULD NOT REMEMBER SPECIFICALLY WHAT HE WAS WEARING. SOMETIMES HE WOULD HAVE A BLANKET. IN TERMS OF HIS PHYSICAL APPEARANCE, HE DID LOOK ROBUST. HE DID LOOK TIRED, BUT HIS POSTURE WAS PRETTY GOOD, PRETTY COMPOSED.

JESSEN REVIEWED THE CABLE RECOUNTING THE FIRST TWO INTERROGATIONS. JESSEN STATED THAT THE CABLE IS PRETTY MUCH WHAT HE RECALLS. JESSEN SAID HE GAVE [] MANY OF THE BULLETS THAT WERE USED IN THE CABLE. JESSEN STATED THAT [] WAS A CAPABLE GUY, BUT HE REALLY HADN'T DONE THIS KIND

[] OF THING BEFORE. JESSEN STATED THAT HE PROVIDED [] WITH DESCRIPTIONS OF WHAT [] WAS ALREADY NOTICING.

JESSEN STATED THAT HE HAD GENERAL DISCUSSIONS WITH [] OVER A PERIOD OF TIME. JESSEN STATED THAT RAHMAN WAS OBVIOUSLY A VERY TOUGH CHARACTER. IT APPEARED TO US THAT HE WAS SMARTER THAN HE WAS LETTING ON. THE INTERPRETOR SAID HIS LANGUAGE WAS GOOD SUGGESTING A LEVEL OF SOPHISTICATION THAT WAS A LITTLE HIGHER THAN HE WAS PORTRAYING. JESSEN STATED THAT RAHMAN COULD HAVE BEEN SIMPLY AN INNATELY BRIGHT PERSON. UNFORTUNATELY, THE INTERROGATION WAS GOING NOWHERE. RAHMAN WAS NOT EVEN ADMITTING TO HIS NAME DESPITE A PREPONDERANCE OF INFORMATION. JESSEN NEVER SAW [] USE AGGRESSIVE OR HOSTILE INTERROGATION ON HIM. IT WAS ALL BUSINESSLIKE, BUT IT DIDN'T GO ANYWHERE. JESSEN STATED THAT ONE TIME HE INTERROGATED RAHMAN BY HIMSELF AND SLAPPED HIM. JESSEN DESCRIBED IT AS AN INSULT SLAP. JESSEN STATED THAT HE FELT HE LOST MORE GROUND THAN HE GAINED. JESSEN COMMENTED THAT SOME PEOPLE CAN BE INTIMIDATED, BUT WITH OTHERS IT SIMPLY BOLSTERS THEIR RESISTANCE. JESSEN AND [] MADE THE DECISION AT THAT TIME NOT TO USE THAT TYPE OF TECHNIQUE WITH RAHMAN. JESSEN AND [] TALKED ABOUT THE FACT THAT RAHMAN WOULD NEED PHYSICAL AND PSYCHOLOGICAL DEPRIVATION TO WEAR HIM DOWN SO HE WOULD HOPEFULLY BE MORE COOPERATIVE. JESSEN MADE SOME SPECIFIC RECOMMENDATIONS TO [] NOT AFTER THE FIRST INTERROGATION, AND PUT A RECOMMENDED PLAN IN A CABLE. JESSEN RECALLED STATING SOMETHING TO THE EFFECT OF, "IT WASN'T GOING TO HAPPEN FAST, HE IS PHYSICALLY STRONG, HITTING HIM ISN'T GOING TO DO ANY GOOD. YOU HAVE TO WEAR HIM DOWN PHYSICALLY AND PSYCHOLOGICALLY. HAMMER HIM CONSISTENTLY WITH THE FACTS. IT WOULD TAKE ONE TO SEVERAL MONTHS TO GET HIM TO A LEVEL OF COOPERATION."

JESSEN STATED THAT HE THOUGHT THAT THE SLEEP DEPRIVATION STARTED RIGHT FROM THE BEGINNING.

COBALT COBALT

JESSEN STATED THAT [] DID A GREAT JOB SETTING UP [] [] DID NOT HAVE A VETTED PROTOCOL LIKE [] JESSEN SPOKE ABOUT THAT WITH [] AND A FEW PEOPLE IN HIS "FOOD CHAIN." JESSEN SPOKE ABOUT ESTABLISHING PROTOCOLS TO PROTECT [] THE PRISONERS, AND ENSURE THAT THINGS WENT ACCORDING TO HOYLE. []

[] JESSEN USED THE EXAMPLE OF HARD TAKEDOWNS THAT THEY USE TO SCARE A GUY. JESSEN STATED THAT IT WAS A GOOD TECHNIQUE, BUT THESE KINDS OF THINGS NEED TO BE WRITTEN DOWN AND CODIFIED WITH A STAMP OF APPROVAL OR YOU'RE GOING TO BE LIABLE. ALSO, IF YOU DON'T HAVE PARAMETERS OF WHAT YOU CAN AND CANNOT DO, YOU WILL TEND TO DRIFT. JESSEN ALSO STATED THAT WE HAVE [] GUARDS WHO ARE DOING A GOOD JOB []

COBALT

[REDACTED] JESSEN STATED THAT [REDACTED] HAD A GOOD COURSE OF ACTION, BUT NOT IN TERMS OF WRITTEN GUIDELINES. JESSEN STATED THAT HE HAD PLANNED TO DO THAT FOR [REDACTED] BUT GOT PULLED OUT BEFORE HE COULD BEGIN. JESSEN STATED THAT [REDACTED] WAS GOING TO PRODUCE SOME WRITTEN PROTOCOLS. JESSEN STATED THAT HE ALSO RECOMMENDED THAT THOSE OFFICERS WHO WERE IN TRAINING AT [REDACTED] HEADQUARTERS IN INTERROGATION, SHOULD GO TO [REDACTED] FOR OJT. COBALT

WHEN QUESTIONED ABOUT THE TIMING OF RAHMAN'S LOSS OF CLOTHING, JESSEN STATED THAT RAHMAN HAD CLOTHING AND DIDN'T HAVE CLOTHING PERPETUALLY WHILE HE WAS THERE. RAHMAN HAD HIS CLOTHING WHEN HE ARRIVED, BUT IT WAS LONG THEREAFTER THAT HE DIDN'T HAVE THEM. HE WENT BACK AND FORTH. [REDACTED] USED HIS CLOTHING A FEW TIMES TO TRY TO MANIPULATE AND MOTIVATE RAHMAN. JESSEN STATED THAT HE JUST COULD NOT RECALL SPECIFICALLY WHEN HE DID OR DID NOT HAVE HIS CLOTHING. JESSEN RECALLED THAT HE DIDN'T HAVE CLOTHING MORE THAN HE DID HAVE CLOTHING. USUALLY WHEN HE DIDN'T HAVE CLOTHING, HE HAD A BLANKET. JESSEN STATED THAT ONCE THE GUARDS HAD GIVEN RAHMAN A COLD SHOWER AS A DEPRIVATION TECHNIQUE. JESSEN ADDED THAT "IT WAS PRETTY DARN COLD THERE." RAHMAN WAS SHAKING A SHOWING THE EARLY STAGES OF HYPOTHERMIA. JESSEN ORDERED THE GUARDS TO GIVE HIM A BLANKET. JESSEN BELIEVES THAT RAHMAN MAY HAVE BEEN NUDE WHEN HE CAME FROM RENDITION WHICH IS NOT THAT UNCOMMON. JESSEN RECALLS THAT RAHMAN WAS WITHOUT CLOTHES VERY EARLY ON IN HIS INCARCERATION.

JESSEN STATED THAT THERE WAS A LOT OF FOCUS ON THIS GUY. HE BECAME THEIR NUMBER ONE PRIORITY.

JESSEN STATED THAT THE GUARDS WERE VERY FIRM AND DIRECT WITH ALL PRISONERS. RAHMAN ONCE THREATENED TO KILL THE GUARDS. THE GUARDS LAUGHED AT HIS THREATS [REDACTED]

[REDACTED] WHEN JESSEN ASKED THEM TO PUT A BLANKET ON HIM AFTER HIS COLD SHOWER, THEY DID.

[REDACTED] JESSEN STATED THAT AFTER HE LEARNED THAT RAHMAN HAD THREATENED THE GUARDS, HE DID PAY ATTENTION TO HOW THEY TREATED HIM, [REDACTED]

JESSEN STATED THAT WHEN THE GUARDS GOT THE BOP TRAINING, THEY SEEMED PRETTY SWITCHED ON. WHEN [REDACTED] GAVE THEM INSTRUCTIONS THEY ALWAYS CARRIED THEM OUT. [REDACTED]

UPON QUERY, JESSEN DESCRIBED A "HARD TAKEDOWN." JESSEN STATED THAT IF A DETAINEE IS STRONG AND RESILIENT, YOU HAVE TO ESTABLISH CONTROL IN

SOMEWAY OR YOU'RE NOT GOING TO GET ANYWHERE. IF BOUND BY THE GENEVA CONVENTION, THIS PERSON WOULD NOT BREAK. YOU HAVE TO TRY DIFFERENT TECHNIQUES TO GET HIM TO OPEN UP. ONE OF THE TECHNIQUES IS ROUGH, THREATENING TREATMENT. TREATMENT SHOULD NEVER BE TO THE POINT THAT YOU HURT SOMEONE PHYSICALLY WHERE YOU INTERFERE WITH YOUR ABILITY TO GET INFORMATION, BUT YOU WANT TO INSTILL FEAR AND DESPAIR.

JESSEN STATED THAT SOMEONE LIKE RAHMAN IS JUST "TOO DAMN TOUGH." IF YOU WANT TO SEE IF ITS GOING TO WORK YOU'RE GOING TO HAVE TO USE A CONSIDERABLE AMOUNT CONTROLLED THREAT, THE INDUCEMENT OF PSYCHOLOGICAL THREAT, NOT JUST PHYSICAL PAIN. THIS IS DONE BY SCREAMING AND YELLING, MAKING THREATS, SLAPPING, WALLING, AND HARD TAKEDOWNS.

JESSEN STATED THAT HE WATCHED A HARD TAKEDOWN ON GUL RAHMAN. IT WAS FORCEFUL, BUT THEY KNEW WHAT THEY WERE DOING. IT WAS DONE BY CIA'S RENDITIONS TEAM. HE WAS IN HIS CELL, HE WAS INITIALLY CHAINED OVERHEAD FOR SEVERAL DAYS. AS AN ASIDE, JESSEN STATED THAT HE WAS A VERY TOUGH GUY. JESSEN STATED THAT HE WENT IN TO SEE HIM AFTER A CONSIDERABLE PERIOD OF TIME AND HE HAD NOT HAD MUCH TO DRINK. WHEN ASKED IF HE WAS OKAY HE REPLIED, "FINE." WHEN RAHMAN WAS ASKED IF HE NEEDED ANYTHING, HE SAID, "NO, I'M FINE." THE RENDITIONS TEAM REHEASED THERE ROLES BEFORE CONDUCTING THE TAKEDOWN. THE ALL HAD A ROLE AND KNEW WHAT THEY WRERE GOING TO DO. JESSEN STATED THAT HE WAS WATCHING. [REDACTED] HAD ASKED FOR SUGGESTIONS. JESSEN STATED THAT HE DOESN'T USE THIS AT ANY OF HIS FACILITIES. JESSEN STATED THAT THEY ENTERED RAHMAN'S CELL SCREAMING AND YELLING FOR HIM TO "GET DOWN." THEY DRAGGED HIM OUTSIDE AND CUT HIS CLOTHES OFF OF HIM. THEY SECURED HIM WITH MYLAR TAPE AND PUT A HOOD OVER HIS HEAD. THEY RAN HIM UP AND DOWN THE LONG CORRIDOR ADJACENT TO HIS CELL. THEY SLAPPED HIM AND PUNCHED HIM SEVERAL TIMES. ALTHOUGH IT WAS OBVIOUS THAT THEY WERE NOT TRYING TO HIM HIM AS HARD AS THEY COULD, IT WAS SOMETIMES PRETTY FORCEFUL. A COUPLE OF TIMES A HE STUMBLED AND WAS DRAGGED ALONG THE GROUND. HE HAD ABRASIONS ON HIS HEAD AND LEG. HE LOOKED LIKE HE HAD RECEIVED A "HARD TAKEDOWN" WHEN IT WAS OVER. HE HAD CRUSTY CONTUSIONS ON HIS FACE, LEG, AND HANDS. NOTHING THAT REQUIRED TREATMENT. HE WAS PLACED BACK IN HIS CELL. [REDACTED] MAY HAVE SAID SOMETHING TO HIM. [REDACTED]

[REDACTED] THIS HAPPENED EARLY, AFTER ONLY 2-3 INTERROGATIONS.

[REDACTED] JESSEN STATED THAT THE USE OF SLEEP DEPRIVATION WITH RAHMAN STARTED VERY EARLY. THE SLEEP DEPRIVATION WAS CONSISTENT FOR THE FIRST FEW DAYS. HE WAS CHAINED TO THE OVERHEAD BAR IN HIS CELL. HE WAS WITHOUT HIS CLOTHS MORE THAN HE WAS WITH THEM. WE GAVE HIM SOME CLOTHS AFTER HE ADMITTED HE WAS RAHMAN. PEOPLE CAN GO HUNDREDS OF HOURS WITH SLEEP DEPRIVATION AND NOT HAVE ILL EFFECTS. IT WEAKENS YOUR ABILITY TO RESIST AND MUSTER THAT ENERGY TO FIGHT BACK AGAINST WHAT IS GOING ON. IT'S A GREAT TECHNIQUE TO USE AND DOESN'T HURT ANYONE. FEAR OF THE UNKNOWN, SLEEP DEPRIVATION, WITH A FRIENDLY APPROACH MIXED IN ARE THE BEST TECHNIQUES. YOU CAN USE THIS ALMOST INDEFINITELY AND NOT HURT ANYONE. STANDING WITH

COBALT

YOUR HANDS CUFFED OVER A BAR, YOU CAN'T DO THAT FOREVER. THEY DIDN'T LEAVE RAHMAN CHAINED TO THE OVERHEAD BAR TOO LONG, THEY WOULD LET HIM DOWN. SOME DAYS [REDACTED] INTERROGATED RAHMAN TWICE A DAY, SOME DAYS ONCE, AND SOME DAYS NOT AT ALL. [REDACTED] HAD A LOT OR WORK ON HIS PLATE. HE WAS RUNNING [REDACTED] HE WAS COMPLETELY SNOWED UNDER WITH WORK. [REDACTED] WOULD DO WHAT HE COULD. THAT'S WHY WE RECOMMENDED THAT [REDACTED] [REDACTED] SO WE COULD HAVE MULTIPLE PEOPLE WORK ON SOME OF THE PRISONERS ALL THE TIME.

JESSEN STATED THAT RAHMAN WOULD HAVE LOST HIS CLOTHES AND DIAPER AT OUR DIRECTION. THE GUARDS WERE NOT DOING THINGS ON THEIR OWN. THEY WERE VERY ATTENTIVE TO WHAT [REDACTED] TOLD THEM TO DO. [REDACTED]

[REDACTED]

JESSEN DESCRIBED [REDACTED] AS VERY BRIGHT AND MOTIVATED. HE HAS GOOD INTUITION AND HIS INTERROGATION SKILLS ARE GETTING BETTER. HE SET UP [REDACTED] IN A GOOD WAY. HE WAS DOING A GOOD JOB WITH THE GUARD FORCE AND WAS VERY LEVEL HEADED. HE DID NOT DO THINGS IN A REACTIVE WAY-HE IS VERY MEASURED. JESSEN SAID HE WAS THE GUY WITH ALL THE TRICKS BUT HE COULD TELL THAT [REDACTED] WAS RUNNING ALL OF HIS SUGGESTIONS THROUGH HIS "BULLSHIT FILTER." FOR

COBALT

AN MVT FACILITY, THE ATMOSPHERE WAS VERY GOOD. NASTY, BUT SAFE. FOR SOMEONE WHO HAD NEVER BEEN INVOLVED IN ANYTHING LIKE THIS BEFORE, JESSEN SAID HE DID NOT SEE ANY HICCUPS IN SECURITY OR PRISONER SAFETY. JESSEN QUIPPED THAT THEY CHECKED PEOPLE MORE THOROUGHLY AT THE PRISON THAN THEY DID TO GET ON THE STATION COMPOUND. [REDACTED] THE GUARD COMMANDER, SEEMED TO BE AN INTELLIGENT AND MOTIVATED PERSON. HE SEEMED TO WORK WELL WITH [REDACTED] JESSEN SAYS HE TOLD [REDACTED] THAT HE DID A GOOD JOB PUTTING THINGS TOGETHER.

[REDACTED] JESSEN SAID THERE WERE SOME WEAKNESSES AT THE FACILITY. JESSEN BELIEVED THAT YOU NEEDED SOME DISINTERESTED PARTY IN THERE WHOSE JOB IT WAS TO WATCH THE PEOPLE DOING THEIR WORK. YOU NEED TO ESTABLISH OPERATIONAL PROCEDURES FOR EVERYTHING. YOU HAVE TO DEVELOP WRITTEN PROCEDURES FOR HOW OFTEN THEY GET WATER, THE TEMPERATURE OF THE FACILITY, HOW LOUD THE NOISE WILL BE. THE GUARD FORCE HAS TO HAVE WRITTEN PROCEDURES ON HOW TO HANDLE AND MOVE PEOPLE. YOU GOT TO HAVE CAMERAS TO MONITOR PEOPLE (YOU CAN MONITOR PEOPLE IN THE DARK.) YOU HAVE TO HAVE VIDEO COVERAGE IN THE INTERROGATION ROOMS. YOU HAVE TO BE ABLE TO EXPLAIN EVERY PHYSICAL PRESSURE YOU USE IN GENERAL TERMS, AND WHEN IT CAN BE USED, YOU HAVE TO TRAIN PEOPLE TO USE THEM, THEN HAVE OVERSIGHT OVER THE PEOPLE WHO USE THEM. YOU HAVE TO DO ANNUAL STATUS CHECKS OF THE PRACTICES TO ENSURE THEY ARE IN LINE WITH THE WRITTEN PROCEDURES AND THAT THERE HAS BEEN NOD RIPT. THERE HAS TO BE A MEDICAL PERSON ON STAFF AND ON CALL. HE SHOULD MAKE ROUTINE VISITS TO THE PRISON. YOU NEED TO PROTECT YOUR PEOPLE AND HAVE ADEQUATE STAFFING. [REDACTED]

[REDACTED]

[REDACTED]

RAHMAN ADMISSION OF HIS IDENTITY WAS A COMPROMISE. HE KNEW HE WAS IN TROUBLE OVER HIS IDENTITY. JESSEN BELIEVED THAT RAHMAN DECIDED THAT SINCE WE HAD OVERWHELMING EVIDENCE THAT HE COULD ADMIT HIS IDENTITY, IMPROVE HIS CONDITIONS, BUT STILL KEEP THE THINGS THAT WERE IMPORTANT TO HIM A SECRET. IT WAS AN INTERROGATION BREAKTHROUGH, BUT RAHMAN HAD NOT BROKEN DOWN. JESSEN BELIEVES THAT WITHOUT THE PRESSURES THAT HAD BEEN EXERTED ON HIM, HE WOULD NOT HAVE MADE THE ADMISSION.

JESSEN STATED THAT HE INTERROGATED RAHMAN TWICE BY HIMSELF AND TWO OR THREE OTHER TIMES WITH [REDACTED] JIM MITCHELL, ANOTHER IC PSYCHOLOGIST ALSO INTERROGATED HIM ONCE.

RAHMAN APPEARED TO BE HEALTHY, FATIGUED, COLD, AND HE KNEW HOW TO USE PHYSICAL PROBLEMS OR DURESS AS A RESISTANCE TOOL. JESSEN STATED THAT THEY ONCE TRIED A PRAGMATIC APPROACH WITH RAHMAN BUT IT DIDN'T WORK. HE WAS STILL RESISTING WITH GREAT ENERGY.

JESSEN STATED THAT THERE WERE HEATERS PRESENT IN THE HOUSING AREA WHEN HE WAS WORKING ON RAHMAN. WHEN JESSEN FIRST ARRIVED [REDACTED] WAS IN THE 60'S DURING THE DAY, BUT WOULD DROP INTO THE 40'S AT NIGHT. HOWEVER, PRIOR TO HIS DEPARTURE IT FROZE AT NIGHT A COUPLE OF TIMES. THE PRISON WAS ALWAYS A LITTLE COOL BECAUSE IT WAS DARK. WHEN YOU ARE NOT MOVING IT IS WORSE.

[REDACTED] IN CLOSING, JESSEN STATED THAT HE WOULD WORK WITH [REDACTED] ANYTIME, ANYDAY. [REDACTED] SHOULD BE MADE PART OF THE LEAD HVT ELEMENT.

[REDACTED]

[REDACTED]

[REDACTED]

TOT: [REDACTED] NOV 02 ALEC 190864

~~SECRET~~

[REDACTED]

[REDACTED]

ALEC 190864

[REDACTED]

[REDACTED]

SUBJECT: RENDITION OF [REDACTED] GUL RAHMAN [REDACTED]

[REDACTED]

[REDACTED]

TEXT:

[REDACTED]

REGARDING NEED TO RENDER GUL RAHMAN [REDACTED]

[REDACTED]

3. [REDACTED] AS STATION IS WELL AWARE, THE PRISONER ABD

AL-((MANAN)), WHO APPEARS TO BE IDENTIFIABLE WITH GUL VARIANT GHUL ((RAHMAN)), HAS BEEN LESS THAN COOPERATIVE DURING DEBRIEFING SESSIONS, AND INDEED, APPEARS DETERMINED TO KEEP HIS SECRETS, [REDACTED]

[REDACTED]

WE

THEREFORE CONCUR WITH STATION'S EFFORTS TO ELICIT FROM GUL RAHMAN INFORMATION REGARDING HIS INVOLVEMENT WITH AL-QA'IDA OPERATIVES AND HIS KNOWLEDGE OF ANY OPERATIONAL PLANNING. ABOVE SAID, REQUEST THAT STATION [REDACTED] REQUEST THAT GUL RAHMAN BE [REDACTED] PREPARED FOR RENDITION [REDACTED]

[REDACTED] SO THAT HVTI INTERROGATORS CAN QUICKLY OUTLINE AND IMPLEMENT AN INTERROGATION PLAN TO BEST EXTRACT THIS INFORMATION.

[REDACTED]

[REDACTED]

END OF MESSAGE

~~SECRET~~

[REDACTED]

DATE: NOV 02

TO: ALEC

SUBJECT: EYES ONLY - FOR CTC/UBL - MENTAL STATUS EXAMINATION AND RECOMMENDED INTERROGATION PLAN FOR GUL RAHMAN

----- BODY -----

[Redacted]

S E C R E T NOV 02

CITE 29909

[Redacted]

[Redacted]

SUBJECT: EYES ONLY - FOR CTC/UBL - MENTAL STATUS EXAMINATION AND RECOMMENDED INTERROGATION PLAN FOR GUL RAHMAN

[Redacted]

TEXT:

1. ACTION REQUIRED: PLEASE SEND INTERROGATION TEAM PROPOSED REF B, PER PARA 5.

COBALT

2. GUL RAHMAN (SUBJECT) ARRIVED AT [] ON [] NOVEMBER. SUBJECT DEMONSTRATED A MARKEDLY RIGID AND INTRACTABLE RESISTANCE POSTURE FROM THE START. SUBJECT PROVIDED A NAME OTHER THAN HIS OWN AND STATED HE WOULD COOPERATE WHILE REFUSING TO PROVIDE ANY FURTHER INFORMATION. FROM THE OUTSET IT WAS APPARENT SUBJECT WAS USING A RATHER SOPHISTICATED RESISTANCE SKILLS. HE IS PHYSICALLY AND MENTALLY STRONG AND APPARENTLY DETERMINED TO CONTINUE HIS RESISTANCE STANCE WITHOUT COOPERATION. ON THE [] OF NOVEMBER HVTI [] CONDUCTED A PSYCHOLOGICAL CAPTIVITY ASSESSMENT ON THE SUBJECT. PLEASE SEE RESULTS BELOW:

Jessen

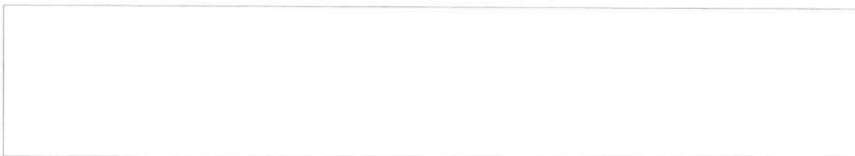
3. SUBJECT WAS ORIENTED X 3 NOTWITHSTANDING THE ENVIRONMENTAL PRESSURES OF HIS CAPTIVITY SETTING. HE WAS ABLE TO ACCURATELY IDENTIFY HIS CIRCUMSTANCES IN TERMS OF TIME AND LOCATION OF HIS CAPTURE. HE ACCURATELY REMEMBERED THE INDIVIDUALS HE WAS CAPTURED WITH. WHILE HE WAS SLOW TO RESPOND TO SOME QUESTIONS IT APPEARED THIS WAS A COMBINATION OF HIS FATIGUE AND ACTIVE RESISTANCE. SUBJECT WAS ABLE TO ACCURATELY NAME THE MEMBERS OF HIS FAMILY, THEIR AGES AND BIRTH LOCATIONS. QUESTIONS WHICH WERE NON SENSITIVE AND CONVENIENT FOR HIM TO RESPOND TO, IN TERMS OF HIS RESISTANCE POSTURE, WERE ANSWERED QUICKLY AND ACCURATELY. SENSITIVE QUESTIONS YIELDED STALLING AND PREVARICATION. THROUGHOUT THIS EVALUATION AND IN THE 6 INTERROGATION SESSIONS IN WHICH HVTI [] PARTICIPATED, SUBJECT SHOWED NO SIGNS OF PSYCHOPATHOLOGY. SUBJECT DID FEIGN INCOHERENCE AND PROFOUND CONFUSION AT TIMES HOWEVER SUBJECT WOULD IMMEDIATELY REVERT TO A COHERENT DIALOGUE WHEN IT WAS IN HIS INTEREST. SUBJECT IS ASSESSED TO BE OF ABOVE AVERAGE INTELLIGENCE. GUL RAHMAN IS A MENTALLY STABLE INDIVIDUAL EXHIBITING EXTRAORDINARY RESILIENCE IN HIS ABILITY TO WITHSTAND THE VICISSITUDES OF CAPTIVITY AND PERSIST IN AN EFFECTIVE RESISTANCE POSTURE. THERE IS NO INDICATION HE SUFFERS FROM ANY PSYCHOPATHOLOGY NOR THAT HE WOULD BE PROFOUNDLY OR PERMANENTLY AFFECTED BY CONTINUING INTERROGATIONS, TO INCLUDE HVT ENHANCED MEASURES.

Jessen

4. INTERROGATION PLAN RECOMMENDATION: BECAUSE OF HIS REMARKABLE PHYSICAL AND PSYCHOLOGICAL RESILIENCE AND DETERMINATION TO PERSIST IN HIS EFFECTIVE RESISTANCE POSTURE EMPLOYING ENHANCED MEASURES IS NOT THE FIRST OR BEST OPTION TO YIELD POSITIVE INTERROGATION RESULTS. IN FACT, WITH SUCH INDIVIDUALS, INCREASING PHYSICAL PRESSURES OFTEN BOLSTERS THEIR RESISTANCE. THE MOST EFFECTIVE INTERROGATION PLAN FOR GUL RAHMAN IS TO CONTINUE THE ENVIRONMENTAL DEPRIVATIONS HE IS EXPERIENCING AND INSTITUTE A CONCENTRATED INTERROGATION EXPOSURE REGIMEN. THIS REGIMEN WOULD IDEALLY CONSIST OF REPEATED AND SEEMINGLY CONSTANT INTERROGATIONS (18 OUT OF 24 HOURS PER DAY). THESE INTERROGATION SESSIONS SHOULD BE COORDINATED AND PRESENT WITH THE SAME SET OF KEY SUBJECT AREAS. INTERROGATORS SHOULD HAVE THE FLEXIBILITY AND INSIGHT TO DEVIATE WITH THE SUBJECT WHEN HE BEGINS TO "MOVE8 IN A DESIRED DIRECTION. IT WILL BE THE CONSISTENT AND PERSISTENT APPLICATION OF DEPRIVATIONS (SLEEP LOSS AND FATIGUE) AND SEEMINGLY CONSTANT INTERROGATIONS WHICH WILL BE MOST EFFECTIVE IN &WEARING DOWN8 THIS SUBJECT,S RESISTANCE

POSTURE. IT WILL BE IMPORTANT TO MANAGE THE DEPRIVATIONS SO AS TO ALLOW THE SUBJECT ADEQUATE REST AND NOURISHMENT SO HE REMAINS COHERENT AND CAPABLE OF PROVIDING ACCURATE INFORMATION. THE STATION PHYSICIAN SHOULD COLLABORATE WITH THE INTERROGATION TEAM TO ACHIEVE THIS OPTIMUM BALANCE. IT IS REASONABLE TO EXPECT 2 WEEKS OR MORE OF THIS REGIMEN BEFORE SIGNIFICANT MOVEMENT OCCURS.

5. STATION NOTES THAT NEWLY TRAINED HVT INTERROGATORS, PROPOSED REF B, WOULD BE IDEAL TO IMPLEMENT PARA FOUR SCENARIO. STATION IS SENDING A SEPARATE CABLE REQUESTING DEPLOYMENT PROPOSED REF B, AND WE LOOK FORWARD TO WORKING WITH INTERROGATION TEAM ON THIS IMPORTANT CASE.



END OF MESSAGE

~~SECRET~~

DATE: NOV 02

TO:

SUBJECT: EYES ONLY: GUL RAHMAN - REQUEST FOR ASSISTANCE IN INTERROGATION

[Redacted content]

~~SECRET~~ NOV 02

CITE 29626

[Redacted content]

SUBJECT: EYES ONLY: GUL RAHMAN - REQUEST FOR ASSISTANCE IN INTERROGATION

REF: NONE

TEXT:

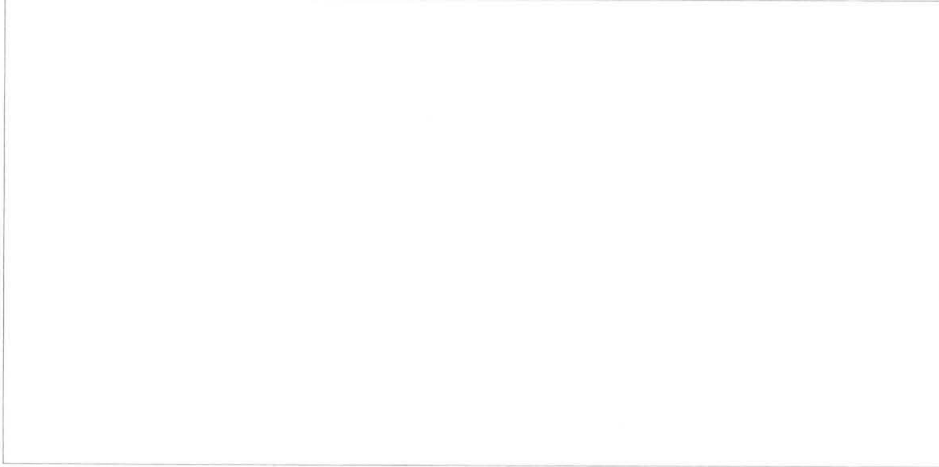
1. ACTION REQUIRED: PLEASE COMMENT ON REQUEST TO PRESSURE RAHMAN.

COBALT

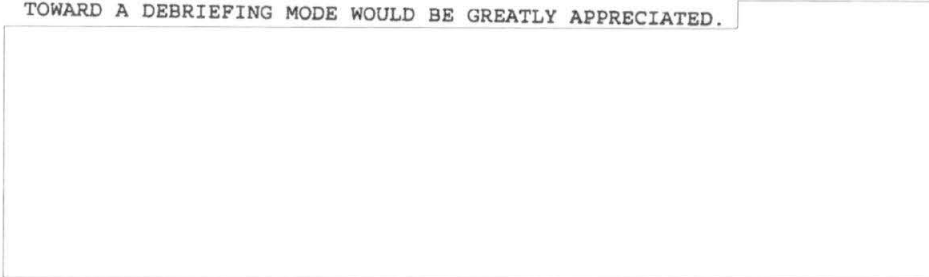
2. GUL ((RAHMAN)) HAS PROVIDED INTERROGATORS NO INFORMATION TO DATE, AND HE STILL REFUSES TO ADMIT THAT HIS TRUE IDENTITY IS GUL ((RAHMAN)). ALTHOUGH HE APPEARS SOMEWHAT FATIGUED

COBALT

RELATIVE TO HIS APPEARANCE UPON ARRIVAL AT [REDACTED] HE REMAINS RESOLUTELY DEFIANT AS INTERROGATORS ATTEMPT TO OBTAIN INFORMATION FROM HIM. WE BELIEVE THAT PHYSICAL PRESSURE IS UNLIKELY TO CHANGE RAHMAN'S ATTITUDE, BUT ALTERNATIVE PSYCHOLOGICAL PRESSURES MAY HAVE MORE SUCCESS.



4. AS GUL RAHMAN HAS A WEALTH OF INFORMATION HE COULD IMPART, ANY ASSISTANCE [REDACTED] MAY BE ABLE TO PROVIDE US IN MOVING HIM TOWARD A DEBRIEFING MODE WOULD BE GREATLY APPRECIATED. [REDACTED]



END OF MESSAGE

~~SECRET~~

DATE: [] NOV 02

CITE [] 30211

SUBJECT: EYES ONLY - GUL RAHMAN: CHRONOLOGY OF EVENTS

----- BODY -----

[Redacted]

S E C R E T [] NOV 02 []

CITE [] 30211

[Redacted]

SUBJECT: EYES ONLY - GUL RAHMAN: CHRONOLOGY OF EVENTS

REF: NONE

TEXT:

1. ACTION REQUIRED: NOTE FOLLOWING CHRONOLOGY OF EVENTS.

COBALT

2. THE FOLLOWING CHRONOLOGY OF EVENTS RELATING TO THE DEATH OF ENEMY COMBATANT GUL RAHMAN AT [] FACILITY WAS ASSEMBLED BY STATION OFFICERS FROM THE ACCOUNTS OF [] PERSONNEL AND [] [] GUARDS WHO HAD KNOWLEDGE RELEVANT TO THIS EVENT.

3. BACKGROUND: GUL RAHMAN WAS BROUGHT TO THE FACILITY ON [] NOVEMBER. HE WAS GIVEN A PHYSICAL EXAMINATION AND ALL HIS PERSONAL CLOTHES AND EFFECTS REMOVED. HE WAS DRESSED IN STANDARD PRISON GARB AND PLACED IN A SINGLE CELL. RAHMAN HAD BEEN CONSISTENTLY UNCOOPERATIVE SINCE ARRIVAL AND DISPLAYED EVIDENCE OF A HIGH LEVEL OF RESISTANCE TRAINING. HIS DEMEANOR IN THE PRESENCE OF HIS [] INTERROGATORS WAS EXTREMELY CALM AND CONTROLLED. HOWEVER, RAHMAN'S

COBALT

ATTITUDE TOWARDS HIS [] GUARDS WAS REPORTEDLY VERY DIFFERENT. THE SENIOR [] OFFICER PRESENT AT [] NOTIFIED STATION ABOUT ONE WEEK AGO THAT RAHMAN HAD DIRECTLY THREATENED HIS GUARDS. [] OFFICERS NEVER WITNESSED THIS BEHAVIOR FIRSTHAND). SPECIFICALLY, RAHMAN REPORTEDLY TOLD THEM THAT HE KNEW THEIR FACES AND THAT HE WOULD KILL OR HAVE THEM ALL KILLED AFTER HIS RELEASE. AS A RESULT OF THE PHYSICAL THREAT HE POSED TO HIS GUARDS, HE WAS KEPT CONSISTENTLY RESTRAINED WITH HAND AND ANKLE RESTRAINTS IN THE CELL HE OCCUPIED BY HIMSELF.

4. CHRONOLOGY:

A. THE LAST TIME RAHMAN WAS SEEN BY [] OFFICER PRIOR TO HIS DEATH WAS [] NOV 2002. AT THAT TIME RAHMAN WAS ASSESSED TO BE IN GOOD OVERALL HEALTH. STATION NOTED THAT RAHMAN HAD SMALL ABRASIONS ON HIS WRISTS AND ANKLES AS A RESULT OF THE RESTRAINTS. HIS ANKLE RESTRAINTS WERE LOOSENED AND HIS HAND RESTRAINTS WERE REMOVED WHEN RAHMAN WAS RETURNED TO HIS CELL.

B. AT [] ON [] NOV 2002, THE [] COMMANDER TOLD STATION THAT WHEN RAHMAN HAD BEEN GIVEN FOOD AT 1500 LOCAL, HE HAD THROWN IT, HIS PLATE, HIS WATER BOTTLE AND DEFECACTION BUCKET AT THE GUARDS WHO HAD DELIVERED THE FOOD. STATION REQUESTED THAT THE [] COMMANDER TO REPLACE RAHMAN'S HAND RESTRAINTS TO PREVENT THIS FROM REOCCURRING, OR PREVENT HIM FROM UNDERTAKING ANY OTHER VIOLENT ACTION.

C. INTERVIEWED SEPARATELY ON [] NOV, EACH OF THE [] GUARDS REPORTED THAT DURING NORMAL CELL CHECKS AT 2200, 2300, 0400, AND 0800 HOURS ON [] NOV, GUL RAHMAN WAS ALIVE IN HIS CELL. RAHMAN WAS VISUALLY INSPECTED THROUGH THE DOOR CELL SLOT BUT NO GUARD ENTERED HIS CELL. [] GUARDS ON THE 0800 CELL CHECK SAID INDEPENDENTLY THAT RAHMAN WAS DEFINITELY ALIVE, WITH HIS EYES OPEN, SEATED IN HIS CELL AT 0800 ON [] NOV.

D. SHORTLY AFTER 1000 HOURS ON [] NOV 2002, STATION PERSONNEL THEN PRESENT AT THE FACILITY TO CONDUCT AN INTERROGATION OF ANOTHER INDIVIDUAL WERE NOTIFIED BY [] GUARDS THAT GUL RAHMAN WAS SLEEPING IN HIS CELL BUT THERE WAS SOME PROBLEM. STATION OFFICERS WERE ESCORTED TO THE CELL BY THE GUARDS. THESE OFFICERS REALIZED RAHMAN WAS DECEASED AND THEY SUBSEQUENTLY REQUESTED [] THAT STATION MEDIC VISIT THE FACILITY. OFFICERS REPORTED THAT A SMALL AMOUNT (PALM-SIZED POOL) OF DRIED BLOOD WAS PRESENT IN AND AROUND THE MOUTH AND NOSE OF SUBJECT. RAHMAN WAS OBSERVED STILL SHACKLED, AND SLUMPED OVER IN THE SEATED POSITION.

E. AT APPROXIMATELY 1030 HOURS, STATION MEDIC ARRIVED AT THE LOCATION. THE STATION MEDIC INSPECTED THE BODY AND NOTICED NO OBVIOUS CONTUSIONS, ABRASIONS, MARKS, SWELLING, OR OTHER INDICATIONS OF SPECIFIC CAUSE OF DEATH. HE NOTED THAT THE BLOOD IN EVIDENCE WAS DARK, NOT IN KEEPING WITH A WOUND TO THE NOSE OR MOUTH AREA. THE MEDIC'S NOTES ON RAHMAN'S CONDITION ARE FILED AT STATION. HIS

ESTIMATION WAS THAT RAHMAN HAD BEEN DEAD LESS THAN A FEW HOURS.

5. PRELIMINARY ASSESSMENT: WITHOUT AN AUTOPSY IT IS NOT POSSIBLE TO DETERMINE THE CAUSE OF DEATH OF RAHMAN.

PLANS ARE TO PLACE THE BODY IN IMPROVISED COLD STORAGE PENDING DECISION ON DISPOSITION.

END OF MESSAGE

~~SECRET~~

DATE: [] NOV 02

CITE [] 36124

SUBJECT: RENDITION OF [] GUL RAHMAN []

----- BODY -----

[]

~~SECRET~~ [] NOV 02 []

CITE [] 36124

[]

SUBJECT: RENDITION OF [] GUL RAHMAN []

[]

TEXT:

1. ACTION REQUIRED: [] PLS NOTE PERSONAL ITEMS TO BE HELD FOR GUL RAHMAN

2. []

[] GUL ((RAHMAN)) [] SUCCESSFULLY RENDERED WITHOUT INCIDENT

[]

[REDACTED] BUT NO SECURITY ISSUES/PROBLEMS WERE ENCOUNTERED.

3. APPRECIATE [REDACTED] PATIENCE
AND PROFESSIONALISM IN EFFECTING A SMOOTH RENDITION.

[REDACTED]

END OF MESSAGE

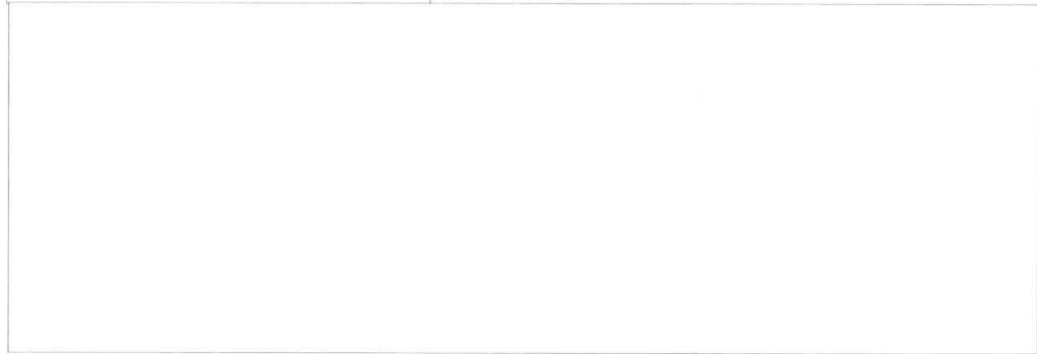
~~SECRET~~



TOT: [redacted] NOV 02 ALEC 191539

~~SECRET~~

[redacted] ALEC 191539



SUBJECT: EYES ONLY - COURSE OF ACTION FOR FUTURE HANDLING OF
GUL
RAHMAN



TEXT:

Jessen

1. ACTION REQUIRED: [redacted] IF POSSIBLE TO DO SO BEFORE
PSYCHOLOGIST IC'S [redacted] AND [redacted] UPCOMING DEPARTURE ON
ANOTHER OPERATION, REQUEST ONE/BOTH ADMINISTER GUL RAHMAN A
MENTAL
STATUS EXAM AND PROVIDE AN ASSESSMENT ON INTERROGATION
MEASURES
REQUIRED TO RENDER HIM COMPLIANT.

Mitchell

2. HQS/ALEC IS MOTIVATED TO EXTRACT ANY AND ALL OPERATIONAL

INFORMATION ON AL-QA'IDA AND HEZBI ISLAMI FROM GUL ((RAHMAN)).
WE
NOTE PER REF THAT IT IS THE ASSESSMENT OF THE DEBRIEFERS THAT
RAHMAN MAY NEED TO BE SUBJECTED TO ENHANCED INTERROGATION
MEASURES
TO INDUCE HIM TO COMPLY. DUE TO THE FACT RAHMAN LIKELY
POSSESSES

[REDACTED] INFORMATION

REGARDING
THREATS TO U.S. INTERESTS AND THOSE OF OUR ALLIES, WE RATE
ACHIEVING RAHMAN'S COOPERATION TO BE OF GREAT IMPORTANCE. WE
WOULD LIKE TO WORK QUICKLY TO CREATE CIRCUMSTANCES IN WHICH
HE
WILL COOPERATE.

Jessen

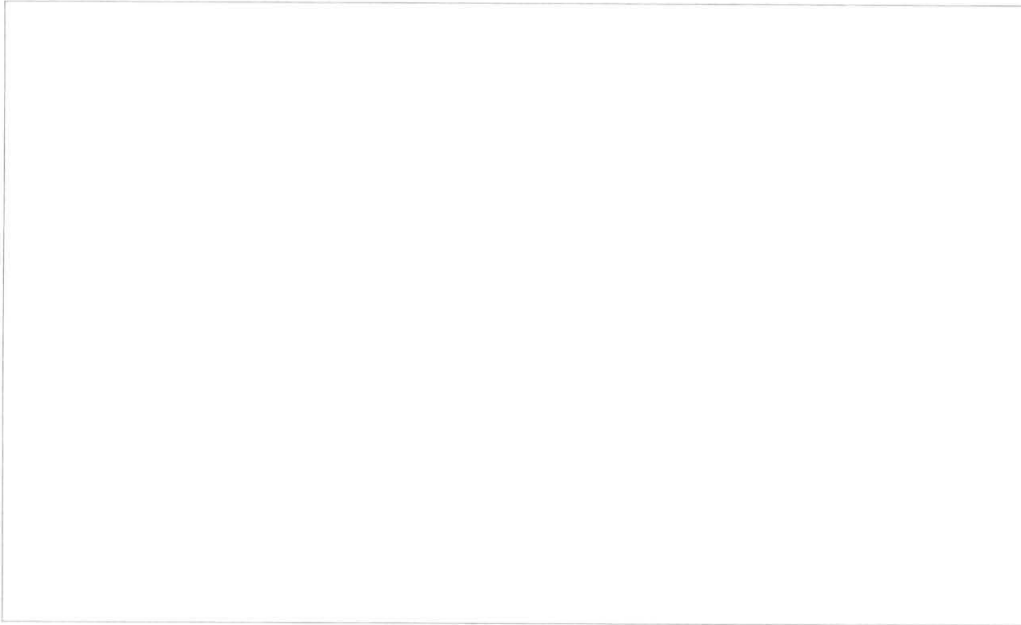
Mitchell

3. THEREFORE, WE REQUEST THAT I/C [REDACTED] AND/OR [REDACTED]
ADMINISTER GUL RAHMAN A MENTAL STATUS (PSYCHOLOGICAL
ASSESSMENT)
EXAM AND PROVIDE AN ASSESSMENT ON WHAT SPECIFIC
INTERROGATION
MEASURES MAY BE REQUIRED TO RENDER HIM COMPLIANT. PLEASE
SEND
YOUR EVALUATION TO HQS WHERE DETERMINATION OF COURSES OF
ACTION
WILL BE MADE. REALIZE THEY WILL BE DEPARTING SHORTLY ON
ANOTHER
OPERATION; WE HOPE IT IS POSSIBLE TO DO THIS.

[REDACTED]

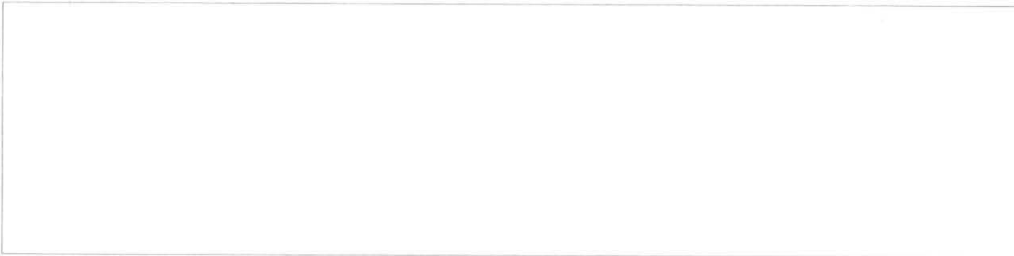
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~~SECRET~~



S E C R E T [REDACTED]

CITE [REDACTED] 35807



SUBJECT: RESULTS OF [REDACTED] 02 INITIAL INTERROGATIONS [REDACTED]
[REDACTED] POSSIBLE
IDENTIFICATION OF GUL RAHMAN



2. AS REPORTED REF B, DURING THE EARLY MORNING HOURS OF [REDACTED] OCT
02 [REDACTED] CONDUCTED A RAID [REDACTED]



DETAILS FOLLOW.

3. ON [REDACTED] 02 A [REDACTED] INTERROGATION TEAM [REDACTED]

[REDACTED]

INTERROGATED [REDACTED] INDIVIDUALS WHO WERE DETAINED [REDACTED]

[REDACTED]

[REDACTED] IT APPEARS THAT ONE INDIVIDUAL, IDENTIFIED BY THE NAME (('ABD AL-MANAN)), MAY IN FACT BE GUL ((RAHMAN)).

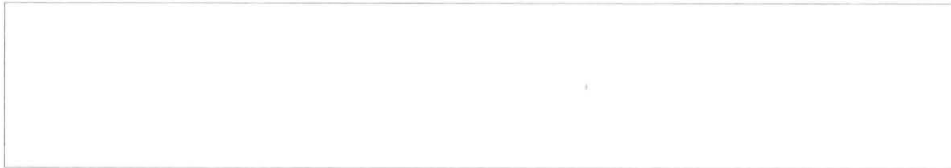
[REDACTED] (('ABD AL-MANAN)), AKA (('ABD AL-HAKIM)), POSSIBLE IDENTIFIABLE WITH GUL ((RAHMAN)):





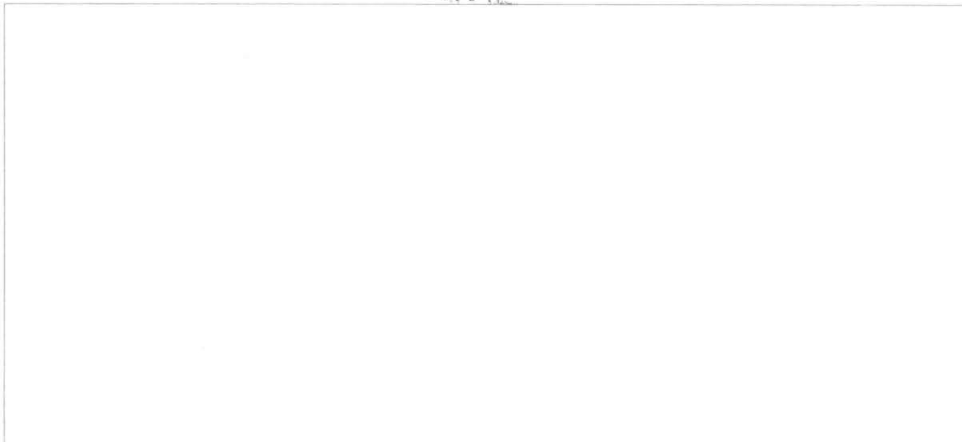
4. PLANS: AT THIS POINT, STATION WILL WORK TO POSITIVELY IDENTIFY GHUL RAHMAN, [REDACTED]

[REDACTED] STATION PLANS FOR FOLLOW-UP INTERROGATION SESSIONS WITH 'ABD AL-MANAN ASAP. REGARDS.



END OF MESSAGE

SECRET



Date: 200211 []

TO: []

FROM:

COBALT

SUBJECT: EYES ONLY - NON-COMPLIANCE OF GUL RAHMAN []

[]

~~S E C R E T~~ [] NOV 02 []

CITE [] 29520

[]

SUBJECT: EYES ONLY - NON-COMPLIANCE OF GUL RAHMAN []

REF: NONE

COBALT

TEXT:

1. ACTION REQUIRED: HQS AND ALEC MAY WISH TO CONSIDER PLANNING FOR ALTERNATIVE ENHANCED INTERROGATION MEASURES FOR GUL RAHMAN, AND THE RELOCATION OF GUL RAHMAN THIS MAY REQUIRE.

2. SUMMARY: ON [] NOV 2002, GUL ((RAHMAN)) WAS INTERROGATED BY [] AND I/C PSYCHOLOGIST [] RAHMAN STEADFASTLY REFUSED TO PROVIDE HIS TRUE NAME AND DENIED MEETING OR KNOWING HEKMATYAR. AFTER 48 HOURS INTERROGATORS HAVE MADE NO SIGNIFICANT PROGRESS WITH RAHMAN. IN THE OPINION OF BOTH INTERROGATORS, THE PHYSIOLOGICAL AND PSYCHOLOGICAL

Jessen

COBALT

PRESSURES WHICH CAN BE BROUGHT TO BEAR ON RAHMAN OVER THE NEXT SEVERAL DAYS AT [REDACTED] WILL BE UNLIKELY TO MAKE HIM DIVULGE SIGNIFICANT INFORMATION. END SUMMARY.

3. [REDACTED] INTERROGATIONS CONDUCTED TO DATE RAHMAN HAS CLAIMED THAT HIS NAME IS ABDUL ((MANAN)) AND THAT HE IS NOT GUL RAHMAN. HE HAS CONTINUED TO DENY THAT HE IS GUL RAHMAN DESPITE BEING CONFRONTED WITH HIS PHOTO IDENTIFICATION CARD [REDACTED]

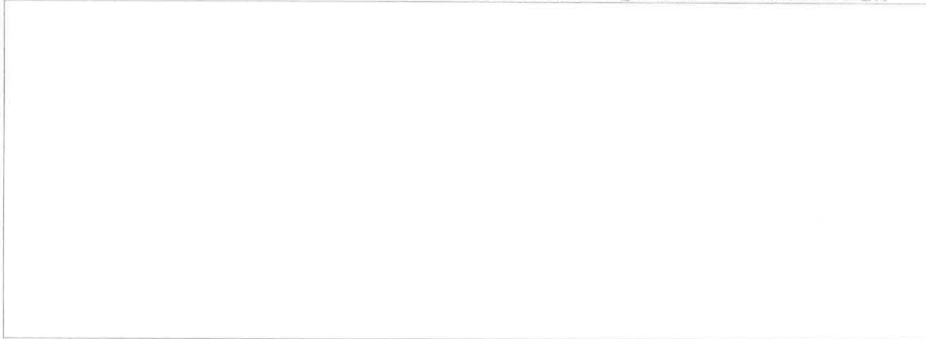
[REDACTED] DESPITE 48 HOURS OF SLEEP DEPRIVATION, AUDITORY OVERLOAD, TOTAL DARKNESS, ISOLATION, A COLD SHOWER, AND ROUGH TREATMENT, RAHMAN REMAINS STEADFAST IN MAINTAINING HIS HIGH RESISTANCE POSTURE AND DEMEANOR. INTERROGATORS WILL CONTINUE TO KEEP PRESSURE UPON RAHMAN, BUT IT IS THEIR ASSESSMENT THAT HIS ATTITUDE IS UNLIKELY TO SOON CHANGE.

4. TO PUT RAHMAN'S BEHAVIOR IN CONTEXT, STATION NOTES THAT WHILE THE OTHER DETAINEES WHICH HAVE BEEN BROUGHT INTO [REDACTED] HAVE DROPPED MOST OF THEIR RESISTANCE WITHIN 48 HOURS, RAHMAN'S ATTITUDE REMAINS RELATIVELY UNCHANGED FROM HIS ATTITUDE UPON ARRIVAL. RAHMAN HAS MAINTAINED HIS HIGH RESISTANCE POSTURE DESPITE A WEAK COVER STORY, AND INTERROGATORS CONFRONTING HIM WITH HIS OWN DOCUMENTS AND THEIR KNOWLEDGE THAT HIS CO-DETAINEES ALREADY GAVE UP HIS IDENTITY. HIS RESISTANCE POSTURE SUGGESTED A SOPHISTICATED LEVEL OF RESISTANCE TRAINING INCLUDING THESE SPECIFIC EXAMPLES:

COBALT

- A. REMAINED STEADFAST IN OUTRIGHT DENIALS (IGNORED OBVIOUS FACTS)
- B. WAS UNRESPONSIVE TO PROVOCATION
- C. CLAIMED INABILITY TO THINK DUE TO CONDITIONS (COLD)
- D. COMPLAINED ABOUT POOR TREATMENT
- E. COMPLAINED ABOUT THE VIOLATION OF HIS HUMAN RIGHTS
- F. REMAINED CONSISTENTLY UNEMOTIONAL, CALM, AND COMPOSED
- G. BLATANTLY LIED WHILE ATTEMPTING TO APPEAR SINCERE IN HIS DESIRE TO COOPERATE
- H. CONSISTENTLY USED HIS COVER STORY
- I. DISPLAYED NO ANXIETY (CALMLY PICKED AT HIS SKIN/NAILS DURING CONFRONTATIONS WITH DAMNING EVIDENCE AGAINST HIM)
- J. WAS UNFAZED BY PHYSICAL AND PSYCHOLOGICAL CONFRONTATIONS

5. BASED UPON AVAILABLE INFORMATION, STATION BELIEVES SUBJECT IS LIKELY WITHHOLDING SIGNIFICANT THREAT RELATED INFORMATION IN ADDITION TO SIGNIFICANT INTELLIGENCE INFORMATION ON AL-QA'IDA AND HEKMATYAR.



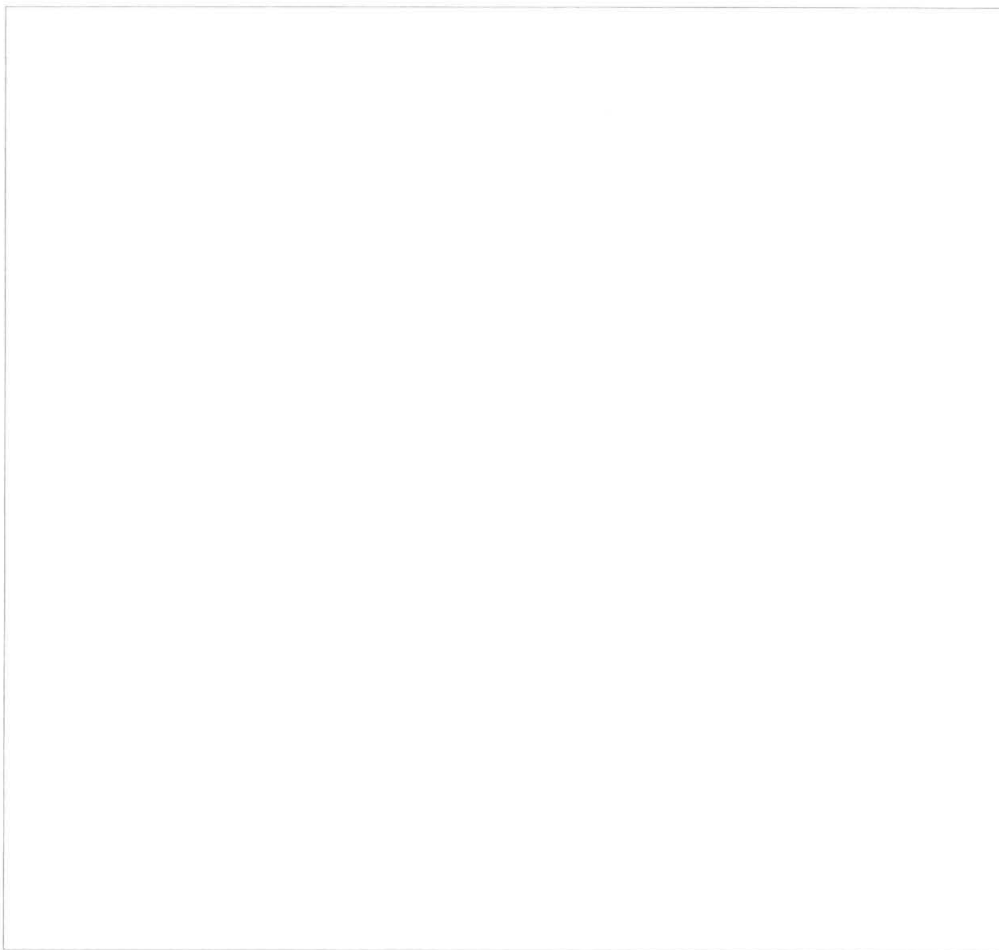
[REDACTED]

UNFORTUNATELY, STATION WISHES TO APPRISE HEADQUARTERS THAT WE BELIEVE IT IS UNLIKELY RAHMAN WILL CHANGE HIS RESISTANCE POSTURE AND BEGIN TO COOPERATE IN THE NEAR FUTURE. OVER TIME THE AMBIENT PRESSURES OF ISOLATION, SLEEP AND SENSORY DEPRIVATION MAY BEGIN TO WEAR ON RAHMAN BUT A QUICK CHANGE IN HIS LEVEL OF COOPERATION IS HIGHLY UNLIKELY.

[REDACTED]

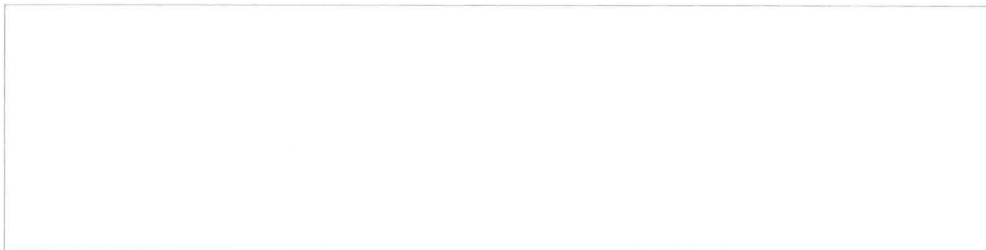
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~~SECRET~~



~~SECRET~~ [] NOV 02 []

CITE [] 29770



SUBJECT: EYES ONLY - GUL RAHMAN ADMITS HIS IDENTITY

REF: NONE

TEXT:

1. ACTION REQUIRED: NONE, FYI.

2. SUMMARY: STATION INTERROGATION TEAM--INCLUDING []
[] I/C [] [] AND HVT OFFICER
[] MET WITH GUL ((RAHMAN)) AFTERNOON OF [] NOVEMBER AT

Jessen

COBALT

[REDACTED] RAHMAN SPENT THE DAYS SINCE HIS LAST SESSION WITH STATION OFFICERS IN COLD CONDITIONS WITH MINIMAL FOOD AND SLEEP. RAHMAN APPEARED SOMEWHAT INCOHERENT FOR PORTIONS OF THIS SESSION, BUT WAS COMPLETELY LUCID BY MID SESSION. WE BELIEVE HE MOVED HIS INTERNAL LINE OF RESISTANCE FOR ACCEPTABLE ADMISSIONS FORWARD SLIGHTLY. STATION IS ENCOURAGED BY THIS TURN OF EVENTS AND INTENDS TO HAVE ANOTHER SESSION WITH RAHMAN ON [REDACTED] NOVEMBER.

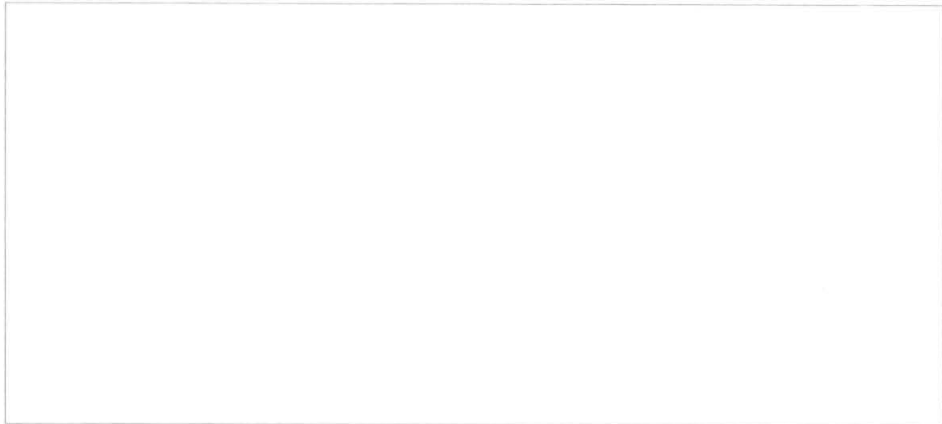
3. ADMISSIONS: RAHMAN MADE SEVERAL ADMISSIONS AND STATEMENTS DURING THE [REDACTED] NOVEMBER SESSION THAT ARE WORTHY OF NOTE. HOWEVER, IT MUST BE TAKEN INTO CONSIDERATION THAT RAHMAN WAS SOMEWHAT CONFUSED DUE TO FATIGUE AND DEHYDRATION FOR PORTIONS OF THIS INTERVIEW.

A. RAHMAN STATED HIS FAMILY AND SOME FRIENDS CALL HIM "ABDUL MANAN," BUT OTHER PEOPLE KNOW HIM AS "GUL RAHMAN." HE STATED HE IS A CIRCA 30 YEAR OLD AFGHAN FROM LOWGAR PROVINCE, POL-E-ALAM REGION, KOLANGAR VILLAGE.

B. RAHMAN STATED THAT HE WAS ARRESTED [REDACTED] RAHMAN WOULD NOT EXPLAIN WHAT HE WAS DOING [REDACTED] -HIS OBVIOUSLY REHEARSED REPLY.

C. RAHMAN CONTINUED TO PRODUCE HIS REHEARSED RESPONSES ABOUT HIS RELATIONSHIP WITH BAHIR AND GULBUDDIN ((HEKMATYAR))-- STATING THAT HE HAD NOT SEEN HEKMATYAR IN 12-13 YEARS AND WAS BAHIR'S DRIVER FOR SIX MONTHS ENDING SEVEN MONTHS AGO.

D. RAHMAN STATED THAT HE HAD NO JOB IMMEDIATELY PRIOR TO HIS ARREST BUT THAT HE WAS A DRIVER AND DID OTHER MANUAL JOBS IN LOWGAR, KABUL, AND PESHAWAR. HE STATED AT ONE POINT THAT HE WOULD DELIVER MESSAGES AND RUN ERRANDS FOR HEZB-I ISLAMI, WHICH HE DESCRIBED AS HIS PARTY.



G. RAHMAN ADMITTED HE HAD FOUGHT IN THE JIHAD WITH HIS BROTHER AND IT WAS BECAUSE OF HIS MARTYRED OLDER BROTHER THAT HE

BECAME INVOLVED WITH HIG.

H. RAHMAN ACKNOWLEDGED THAT THE LARGE WOUND ON HIS ARM WAS A GUNSHOT WOUND

[REDACTED]

HE SAID HIS ARM

TOOK FOUR MONTHS TO HEAL.

[REDACTED]

4. ASSESSMENT: RAHMAN WAS FINALLY SHOWING THE RESULTS OF HIS STAY AT [REDACTED] DURING THIS SESSION. WHILE HE WAS STILL CLEARLY RESISTING, WE BELIEVE HE MAY HAVE CHOSEN TO COMPROMISE SOMEWHAT IN EXCHANGE FOR IMPROVED CONDITIONS. HOWEVER, IT WAS ALSO POSSIBLE THAT RAHMAN WAS SO FATIGUED THAT HE WAS UNABLE TO CONSISTENTLY STAY WITH HIS COVER STORY EVEN IF HE WISHED TO DO SO. DURING PORTIONS OF INTERROGATION, RAHMAN WAS CONFUSED AS TO HIS LOCATION, AND THE PASSAGE OF TIME. AT OTHER TIMES HE WOULD FORGET WHAT HE HAD BEEN ASKED AND C/O WOULD HAVE TO RECAPTURE HIS ATTENTION. IT IS DIFFICULT TO KNOW PRECISELY HOW MUCH OF THIS BEHAVIOR WAS FEIGNED AND HOW MUCH WAS A RESULT OF HIS PHYSICAL/PSYCHOLOGICAL CONDITION; HOWEVER, I/C [REDACTED] IMPRESSION WAS THAT HE CONTINUES TO USE "HEALTH AND WELFARE" BEHAVIORS AND COMPLAINTS AS A MAJOR PART OF HIS RESISTANCE POSTURE. AFTER THE SESSION RAHMAN WAS AFFORDED SOME IMPROVEMENT IN HIS CONDITIONS. INTERROGATORS PLAN TO REINTERVIEW RAHMAN ON [REDACTED] NOVEMBER.

COBALT

Jessen

[REDACTED]

END OF MESSAGE

~~SECRET~~

[REDACTED]



MEMORANDUM FOR THE RECORD

FROM:

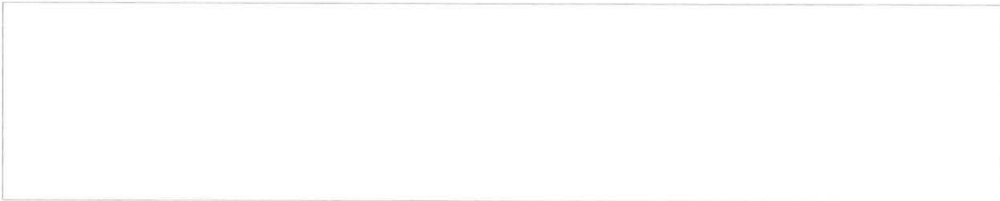
[REDACTED]
CHIEF, COUNTERINTELLIGENCE EVALUATION BRANCH
COUNTERESPIONAGE GROUP
COUNTERINTELLIGENCE CENTER

SUBJECT: RAHMAN DEATH INVESTIGATION - INTERVIEW OF

[REDACTED]

1. ON [REDACTED] NOVEMBER 2002, [REDACTED] OGC, AND I
INTERVIEWED [REDACTED] REGARDING THE DEATH OF GUL RAHMAN.
[REDACTED] IS AN OPERATIONS OFFICER [REDACTED] AND IS RESPONSIBLE FOR
COORDINATING THE DEBRIEFING ACTIVITIES OF STATION PERSONNEL [REDACTED]
GUARD FORCE [REDACTED]
FACILITY KNOWN TO STATION PERSONNEL AS [REDACTED]

COBALT



[REDACTED]

THE PRISONERS ARE FED ONCE A DAY
ALTHOUGH THE PRISONERS ONLY
RECEIVE ONE MEAL, IT IS A LARGE MEAL. THE FOOD IS BROUGHT TO THE PRISONERS
BY THE GUARDS. [REDACTED] STATED THAT THE GUARDS DO NOT TALK TO THE PRISONERS.
ALTHOUGH THE GUARDS RESPOND TO [REDACTED] TASKING, NOTHING PREVENTS THEM
FROM ACTING INDEPENDENTLY TOWARD THE PRISONERS. IF THE GUARDS NOTICED
THAT A PRISONER WAS COLD, NOTHING PREVENTED THEM FROM GIVING HIM A
BLANKET.

COBALT

3. [REDACTED] STATED THAT GUL RAHMAN WAS BROUGHT TO [REDACTED] CIRCA [REDACTED]
NOVEMBER 2002. RAHMAN WAS A PASHTUN MEMBER OF HIZBI ISLAMI. THE
GUARDS DID NOT KNOW THE IDENTITY OF RAHMAN, BUT THEY DID KNOW THAT
RAHMAN AND OTHER PRISONERS CONFINED TO [REDACTED] WERE VERY BAD,
DANGEROUS PEOPLE. TERRORISTS. THE GUARDS ALSO KNEW THAT THEY HAD TO BE

COBALT

[REDACTED] CAREFUL AROUND THEM. A FEW DAYS AFTER HIS ARRIVAL AT [REDACTED], RAHMAN
TOLD

COBALT

THE GUARDS THAT HE HAD SEEN THEIR FACES AND WOULD FIND AND KILL THEM AFTER
HIS RELEASE. ON THE AFTERNOON OF THE [REDACTED] NOVEMBER, RAHMAN THREW HIS FOOD
AND WATER AT THE GUARDS AND WAS SCREAMING AT THEM. [REDACTED] STATED THAT
THE PRISONERS ARE FED ONE LARGE MEAL EACH DAY. SINCE RAHMAN THREW HIS
FOOD ON THE [REDACTED] NOVEMBER, HIS PREVIOUS MEAL WOULD HAVE BEEN ON [REDACTED]
NOVEMBER. RAHMAN WAS THE ONLY PRISONER WHO HAD GIVEN THE GUARDS ANY
TROUBLE.

4. [REDACTED] FIRST LEARNED OF RAHMAN'S DEATH AT MID-MORNING ON [REDACTED]
NOVEMBER 2002. ACCORDING TO [REDACTED] DOC INFORMED HIM THAT RAHMAN HAD
DIED. [REDACTED] COULD NOT RECALL SPECIFICALLY WHAT DOC TOLD HIM. [REDACTED] STATED
THAT HE IMMEDIATELY INFORMED COS OF RAHMAN'S DEATH. [REDACTED] STATED THAT
HE TRAVELED TO [REDACTED] APPROXIMATELY FOUR HOURS AFTER RAHMAN WAS
DISCOVERED. [REDACTED] SAID HE QUESTIONED THE GUARDS ABOUT WHAT HAPPENED
AND CABLED HEADQUARTERS WITH HIS FINDINGS. [REDACTED] STATED THAT ACCORDING
TO THE GUARDS, THEY MADE THEIR ROUTINE ROUNDS TO CHECK ON THE PRISONERS AT
0400 AND 0800. THE BUREAU OF PRISONS HAD BEEN AT [REDACTED] THE 'PREVIOUS
WEEK TO ASSIST IN TRAINING THE GUARDS. ESTABLISHING A SCHEDULE OF ROUNDS WAS
ONE OF THEIR OBJECTIVES, FOR PURPOSES OF ACCOUNTABILITY. THE GUARDS STATED
THAT DURING THESE CHECKS, RAHMAN WAS SEATED UPRIGHT AND HIS NECK WAS
STRAIGHT. [REDACTED] STATED THAT AT 1000, [REDACTED] GUARDS MADE THE ROUNDS AGAIN
AND FOUND RAHMAN DEAD. AT THE TIME OF THE DISCOVERY, SEVERAL OF OUR
OFFICERS WERE PRESENT AT [REDACTED] THEY WERE
APPROACHED BY THE GUARDS WHO SAID THAT ONE OF THE PRISONERS WAS LYING
ON THE FLOOR. [REDACTED]

COBALT

COBALT

COBALT

COBALT

AFTER THE BODY WAS DISCOVERED, [REDACTED] CALLED [REDACTED]
NO PHOTOGRAPHS WERE TAKEN OF THE BODY PRIOR TO ITS REMOVAL FROM THE CELL.

5. [REDACTED] STATED THAT WHEN RAHMAN WAS FOUND, HIS HANDS AND FEET
WERE SHACKLED TOGETHER AND HE WAS WEARING A SWEATSHIRT WITH NO

BOTTOMS. [] STATED THAT SOMETIMES THE BOTTOMS WERE TAKEN FROM UNCOOPERATIVE PRISONERS BECAUSE IT WAS AN EMBARRASSMENT TO MUSLIMS. [] STATED THAT HE WAS LAYING ON HIS RIGHT SIDE. [] STATED THAT HE HAD A NUMBER OF SCRATCHES ON HIS BODY AND FACE, AS WELL AS AN ABRASION ON HIS SHOULDER. [] STATED THAT THESE MINOR INJURIES LOOKED TO HAVE BEEN INCURRED MORE THAN 10 DAYS BEFORE HIS DEATH AS THEY CLEARLY HAD BEGUN TO HEAL.

6. [] STATED THAT THERE WERE NO UNUSUAL SMELLS IN THE CELL WHEN HE ARRIVED AND DID NOT HEAR ANYONE DISCUSS ANY UNUSUAL SMELLS. [] STATED THAT HE DID NOT NOTICE ANYTHING OTHER THAN THE CELL SMELLED OF URINE FROM THE BUCKET THAT WAS KEPT THERE FOR THAT PURPOSE. []

[] STATED THAT HE DID FIND IT UNUSUAL THAT WHEN RAHMAN WAS DISCOVERED, THE GUARD COMMANDER WAS NOT PRESENT AT THE FACILITY. HE WAS TOLD THAT THE COMMANDER WAS AT [] []

7. [] STATED THAT IN THE DAYS PRECEDING RAHMAN'S DEATH, THE TEMPERATURE WAS COLD [] IT WAS BETWEEN 32-34 DEGREES. [] ADDED THAT THERE IS NO INSULATION IN THE BUILDING AND NO THERMOMETERS.

8. THE EVENING OF RAHMAN'S DEATH [] BROUGHT A FREEZER WHERE RAHMAN COULD BE STORED UNTIL A DETERMINATION WAS MADE REGARDING WHAT TO DO WITH HIM. []

9. [] WAS ASKED TO SHOW US THE CELL RAHMAN WAS HOUSED IN. [] STATED THAT THE CELL HAD BEEN FIXED UP SINCE RAHMAN WAS REMOVED AND NOW HAS CARPETING ON THE FLOOR AND SOME FURNITURE. [] STATED THAT THEY WERE TRYING TO TURN IT INTO A MODEL CELL SO THEY COULD SHOW PRISONERS WHAT LIFE COULD BE LIKE IF THEY COOPERATED.

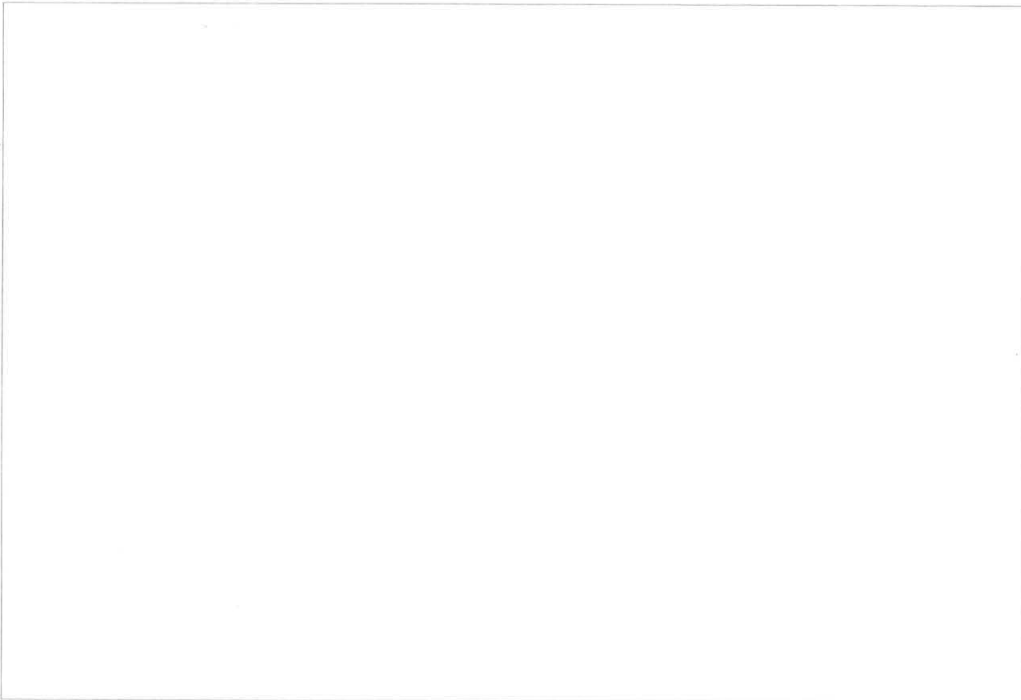
10. [] WAS ASKED IF THE GUARDS COULD HEAR THE PRISONERS IF THEY BEGAN YELLING FROM THEIR CELL. [] STATED THAT GIVEN THE MUSIC THAT WAS PLAYING AND THE SEPARATION OF THE PRISON INTO TWO PARTS; ONE WHERE THE PRISONERS WERE KEPT AND THE OTHER WHERE PRISONERS WERE INTERROGATED AND GUARDS CONGREGATED, IT WAS UNLIKELY THAT THE GUARDS WOULD BE ABLE TO HEAR THEM. EVEN IF THEY DID HEAR THEM, [] WASN'T SURE THE GUARDS WOULD RESPOND.

COBALT

11. [] WAS ASKED TO DRAW A DIAGRAM OF [] WHICH HE PROVIDED THE NEXT DAY.

[]
[] DECEMBER 2002

MEMORANDUM FOR THE RECORD



[REDACTED] INTERVIEW OF [REDACTED] DECEMBER 2002

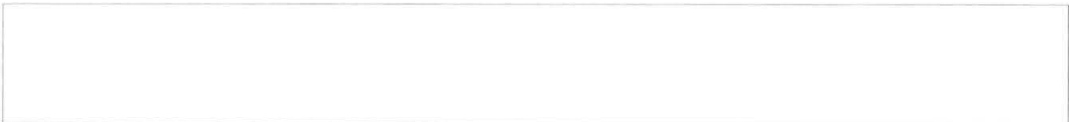
[THIS INTERVIEW WAS [REDACTED] IN AN OFFICE [REDACTED]

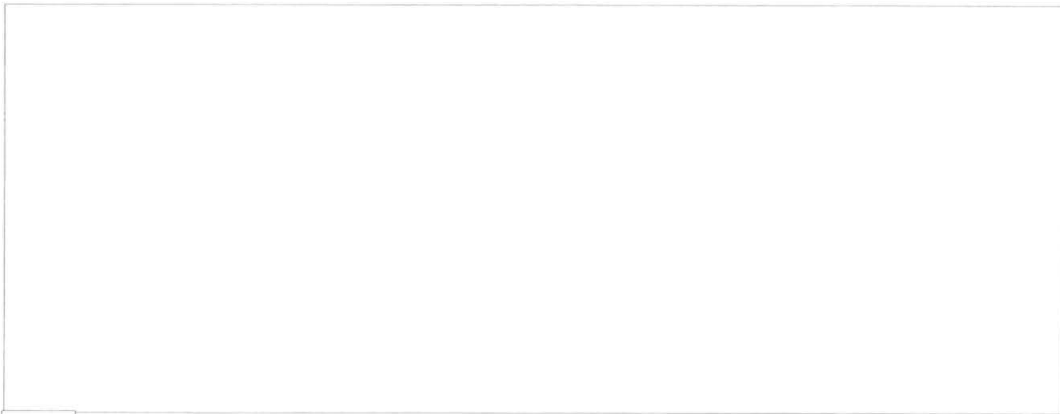
[REDACTED] DID QUESTIONING, AUGMENTED BY A FEW QUESTIONS FROM [REDACTED] IN THE TEXT BELOW, BRACKETS INDICATE EITHER QUESTIONS/CONCERNS ABOUT THE CORRECTNESS OF THIS NOTES-BASED SUMMARY, OR TO ADD EXPLANATORY COMMENTS, INCLUDING TEXT THAT WAS IMPLIED IN CONTEXT OF THE DISCUSSION.]

THERE IS NO NEW INFORMATION, AT LEAST NOTHING THAT HAS COME TO [REDACTED] ATTENTION, REGARDING THE DEATH OF RAHMAN, SINCE OUR VISIT LAST MONTH.

[REDACTED] ARRIVED AT STATION ON [REDACTED] AUGUST 2002. [REDACTED]

THE DETENTION FACILITY WAS NOT YET FULLY OPERATIONAL WHEN [REDACTED] ARRIVED AT STATION; SOME CONSTRUCTION WAS STILL BEING COMPLETED. THE GUARDS WERE STOOD UP AT THE BEGINNING OF SEPTEMBER. AT THAT TIME, CONSTRUCTION WAS ONGOING. THE FACILITY WAS NOT COMPLETE, ALTHOUGH IT WAS FUNCTIONAL.





[REDACTED] SAID HE WAS NOT ASSIGNED TO [REDACTED] UNTIL HE HAD BEEN AT STATION FOR THREE DAYS, IN WHICH TIME HE WAS PLACED IN CHARGE OF DETAINEE AFFAIRS. HE DID NOT KNOW HE WAS TO HAVE THIS JOB WHEN HE DEPARTED FOR PCS [REDACTED]

COBALT

[REDACTED] HE DID NOT KNOW OF THE EXISTENCE OF [REDACTED] (ALTHOUGH IT WAS NOT THEN [REDACTED] WHEN HE DEPARTED [REDACTED] ON PCS.

COBALT

WITH THE QUESTIONER OFFERING THE OBSERVATION THAT THERE IS NO STANDARD OPERATING PROCEDURE

("SOP") BUT THAT THERE ARE "EVOLVING" PRESCRIBED STANDARDS, [REDACTED] WAS ASKED WHO DEvised

THE DETENTION FACILITY PROCEDURES SUCH AS FOR THE USE OF DARKNESS, MUSIC, ETC. HE REPLIED

THAT HE DID NOT KNOW HOW THE CELLS WERE CONSTRUCTED. [REDACTED]

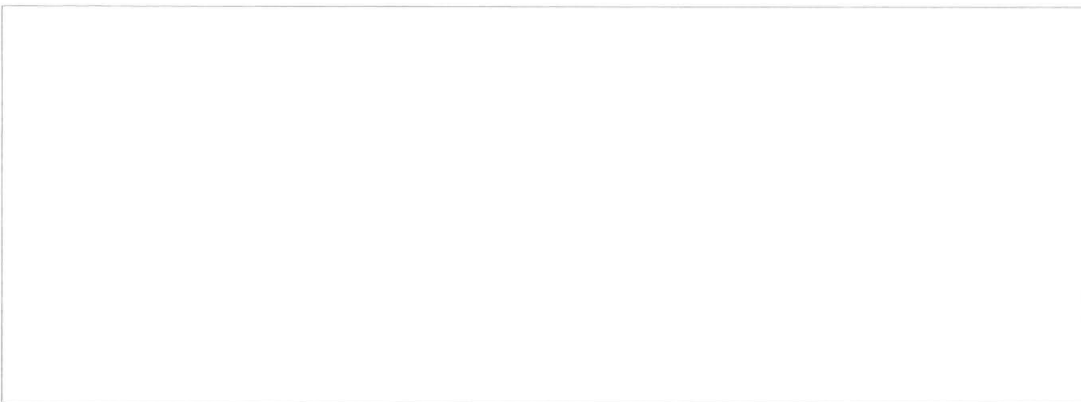
[REDACTED] THE STEREO, HE PURCHASED. AS TO DARKNESS, THAT AGAIN WAS HIS DECISION. IT WAS

ARRIVED AT SIMPLY [AS AN ALMOST NECESSARY EXPEDIENT], SINCE THERE WAS ONLY ONE LIGHT

SWITCH FOR ALL LIGHTS IN THE CELL AREAS. IT WAS HE, THEREFORE, WHO DECIDED TO KEEP ALL LIGHTS

OFF, (UNLESS THEY HAVE TO DO WORK IN THERE). FACED WITH THE CHOICE TO KEEP THEM ON ALL THE

TIME OR OFF ALL THE TIME, HE CHOSE THE LATTER.



[REDACTED]

IN ABOUT AUGUST, AGENCY HEADQUARTERS ARRANGED WITH THE BUREAU OF PRISONS (BUPRISON) FOR TRAINING, AS THE FIELD [I.E., STATION] WAS ALREADY REQUESTING TRAINING. THE BUPRISON TRAINERS DID NOT GET THERE UNTIL NOVEMBER. [REDACTED] STRUGGLED A BIT TO REMEMBER THE DATE, SETTling FIRST ON OCTOBER, THEN WITH THE QUESTIONER'S LEAD, NOVEMBER.] [REDACTED] SAID HE UNDERSTANDS THAT BOTH THE BUPRISON OFFICERS ARE INTERESTED IN GOING OUT TO [REDACTED] TO HELP WITH FACILITY MANAGEMENT. THAT, HE SAID, WOULD BE VERY BENEFICIAL.

THUS, THERE WAS TRAINING FROM THE FBI, THE BUREAU OF PRISONS, AND OUR [REDACTED] [REDACTED]

AS TO THE DARKNESS, IT WAS PRESCRIBED SO THE DETAINEES WOULD NOT KNOW THE PASSAGE OF TIME. THIS WAS SOMETHING THAT WOULD DISORIENT THEM. THE INTENTION OF THE MUSIC IS TO PREVENT COMMUNICATIONS AMONG THE PRISONERS SO THEY ARE GIVEN THE SENSE THAT THEY EXIST IN ISOLATION, AND THUS SO THEY DO NOT KNOW THERE ARE OTHER PRISONERS. FOR THAT REASON, THE GUARDS DO NOT SHOUT AT THE PRISONERS; AS A CONSEQUENCE, THE PRISONERS CANNOT TELL THAT THERE ARE OTHER PRISONERS. THIS GIVES US MORE CONTROL OVER THE FACILITY. [REDACTED] ADDED, EITHER HERE OR IN LATER DISCUSSION, THAT WHEN HE FIRST ARRIVED IN THE FACILITY HE WENT INTO ONE OF THE CELLS AND YELLED, WITH THE RESULT THAT THEY DETERMINED HE COULD BE HEARD FROM AN ADJOINING CELL. THUS, THERE HAD TO BE SOME FORM OF NOISE MASKING.]

ASKED ABOUT THEIR GENERAL RULES REGARDING SHACKLING, [REDACTED] NOTED THERE ARE NO WRITTEN SOPs. INITIALLY, THE GENERAL RULE WAS THAT THEY WOULD SHACKLE ONE HAND TO THE WALL IN A SEATED POSITION. THIS IS IN ORDER THAT WHEN THE GUARDS (OR RENDITION PERSONNEL) PLACE A PRISONER INTO A CELL, THEY CAN EXFIL THE CELL WITHOUT RISK THAT THE DETAINEES WILL GET UP AND DO SOMETHING TO THEM. ASKED IF THIS WAS THUS AS A SECURITY MEASURE, [REDACTED] ANSWERED YES.

ASKED IF THOSE RULES CHANGED AFTER THE BUPRISON VISIT, [REDACTED] SAID WHEN THE DETAINEES ARE FIRST BROUGHT IN, [REDACTED] PERSONNEL DO THE TRANSPORTING, AND IT HAS BECOME HIS PRACTICE THAT WHEN THEY ASK "WHAT TO YOU WANT TO DO WITH THIS GUY?" HE TELLS

THEM,

"SHACKLE ONE OF HIS HANDS TO THE WALL." THEY STILL DO THAT THE SAME WAY (TODAY).

ASKED WHEN THAT CHANGED FOR THE INDIVIDUAL DETAINEE - I.E., WHETHER THAT CONDITION WOULD

BE RELAXED FOR DETAINEES - AND THUS, FOR EXAMPLE, WHETHER THE METHOD OF RESTRAINT IN THE

CELL WOULD STILL BE AS ONEROUS ABOUT TWO WEEKS AFTER A DETAINEE'S ARRIVAL, [REDACTED] ANSWERED

THAT IT DEPENDS ON BEHAVIOR, LEVEL OF COOPERATION, AS WELL AS THEIR ASSESSMENT OF WHETHER

THE PRISONER IS DANGEROUS. IF THE PRISONER IS OLDER, OR OTHERWISE NON-THREATENING, THEY

MIGHT NOT NEED TO [SHACKLE HIM THAT WAY].

[REDACTED] WAS ASKED WHAT WAS THE METHOD, THEN, IF THE PRISONER IS COOPERATIVE AND IS NOT

DANGEROUS. [REDACTED] SAID THEY NOW HAVE ABOUT 15 TO 20 PRISONERS. THERE IS SHACKLING FOR ALL

OF THEM IN A VARIETY OF WAYS. HAND TO THE WALL, OR FEET TOGETHER, [OR SOME COMBINATION] SO

[REDACTED] THEY WILL NOT BE ABLE TO OVERPOWER THE SMALL GUARDS. THERE IS NEVER ANYBODY UNSHACKLED.

IF THE DETAINEE COOPERATES, THE BEST CONDITION WOULD BE TO HAVE ONLY THE FEET SHACKLED.

OVER TIME, HOWEVER, THEY HAVE FOUND ABRASIONS ON THE FEET, AND THUS THEY HAVE TO GO BACK

TO THE WALL. [REDACTED] HAS ASKED THE GUARDS TO LOOK OUT FOR THAT. [REDACTED]

HOWEVER, THAT DOESN'T ALWAYS GET DONE. [I.E., THE GUARDS AREN'T ALWAYS ATTENTIVE TO THAT,

AND DON'T CHANGE THE PRISONERS' SHACKLES ON THEIR OWN INITIATIVE.]

ASKED ABOUT HOW THEY HANDLE UNCOOPERATIVE DETAINEES, [REDACTED] SAID THAT "PRE-GUL RAHMAN"

THERE WERE A COUPLE OF DIFFERENT WAYS. IF THEY HAND-SHACKLED A PRISONER, IT WAS BECAUSE HE

WAS PRETTY MUCH NOT A THREAT. IN SUCH CASES THEY WOULD SHACKLE A HAND (OR TWO) TO THE

WALL, AND THE FEET WOULD BE SHACKLED TOGETHER. THE BUPRISON PEOPLE TAUGHT THE GUARDS

HOW TO SHORT-CHAIN. THEY TOLD THE GUARDS NOT TO HOG-TIE THE PRISONERS, BECAUSE OF THE RISK

OF ASPHYXIATION. [REDACTED] SAID HE WAS NOT AN EXPERT, BUT HE UNDERSTOOD THAT THE BUPRISON

METHOD KEEPS THE HANDS AND FEET REASONABLY CLOSE TOGETHER.

THE OVERHEAD BAR IS USED WHEN THEY WANT TO KEEP THE PRISONER AWAKE OVERNIGHT.

ASKED

WHO DECIDES TO USE THAT METHOD, [REDACTED] ADVISED IT IS WHOEVER [AMONG THE AGENCY

INTERROGATORS] IS WORKING THAT CASE. ASKED IF THERE WERE "OTHER PUNISHMENTS" EMPLOYED BY THE FACILITY, [] REPLIED, SOMEWHAT OBJECTING TO THAT CHARACTERIZATION, THAT THEY DO NOT USE ANY METHODS "AS PUNISHMENT." HE MENTIONED THAT THEY KEEP A DETAINEE AWAKE ALL NIGHT SO THEY CAN INTERROGATE WHEN THE DETAINEE IS NOT FRESH, I.E., SLEEP-DEPRIVED. FOR EXAMPLE, IN THE CASE OF RAHMAN, HE WAS STOOD UP FOR A COUPLE OF DAYS, BUT GAVE NO DIFFERENT INFORMATION, SO [] DIRECTED THAT HE BE MOVED TO ANOTHER CELL. THIS WAS CONSISTENT WITH THE GENERAL RECOMMENDATION/ADVICE OF THE PSYCHOLOGIST WHO SUGGESTED THAT AFTER 72 HOURS OF SLEEP DEPRIVATION, A PERSON'S LUCIDITY DECLINES SUCH THAT FURTHER QUESTIONING IS NOT LIKELY EFFECTIVE. [] SAID THE PSYCH TO WHOM HE REFERRED WAS AN INDEPENDENT CONTRACTOR ("IC") FORMER DOD SENIOR SEER PSYCHOLOGIST, BRUCE [BRUCE JESSEN] WHO WORKED THE GUL RAHMAN CASE.

NOW THERE IS A PSYCH WHO TRAVELS WITH THE RENDITIONS TEAM, NOT AS AN INTERROGATOR, BUT AS SOMEONE WHO PROVIDES ASSESSMENTS TO THE INTERROGATORS.

COBALT

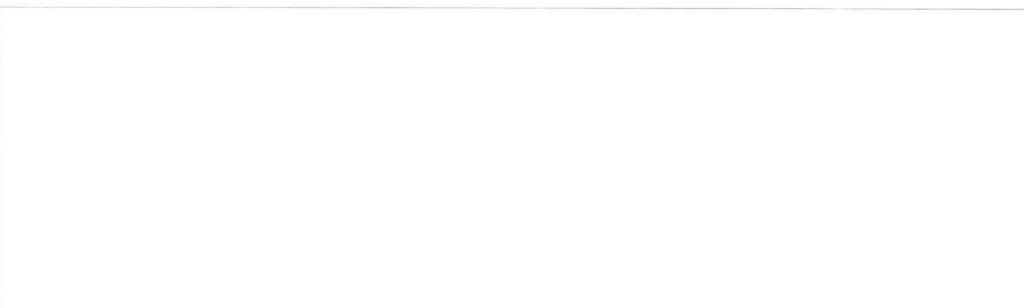
BRUCE WAS AT [] WHEN RAHMAN ARRIVED.

HE DID SOME MENTAL STATUS ASSESSMENTS OF RAHMAN AND OTHER DETAINEES WHO CAME IN AT ABOUT THE SAME TIME. HE SINCE HAS LEFT AND GONE TO [] WITH []

AGAIN ASKED ABOUT PUNISHMENTS, [] SAID HE NEVER APPROACHED IT AS PUNISHMENT FOR UNCOOPERATIVE BEHAVIOR. THEY ALREADY HAVE DEPRIVED THE DETAINEES SUBSTANTIALLY AS A PREMISE FOR THE INTERROGATION PROCESS, THERE'S NOT REALLY MUCH TO TAKE AWAY. INSTEAD, THEY CAN ADD COMFORTS. FOR EXAMPLE, THE LIGHTS, BLANKETS, MAT TO SLEEP ON. THEY BUILT THE CELL WITH THE ROCKING CHAIR. THEY CAN ALLOW A COOPERATING DETAINEE TO SPEND SOME TIME IN THAT ROOM, WITH FOAMIES FOR THEIR EARS FOR THE NOISE. [] HAS HAD TO SCHEDULE USE OF THAT ROOM BASED ON AVAILABILITY. IN GENERAL, PRIVILEGES ARE NOT TAKEN FROM PRISONERS, RATHER REWARDS MAY BE GIVEN TO THEM.

[] IF THE DETAINEES ARE COMPLAINING ABOUT SOMETHING, THAT'S A MATTER THAT SHOULD BE FIRST HANDLED BY THE GUARDS. ASKED IF HE COULD DIRECT THAT A DETAINEE BE GIVEN A BLANKET, []

SAID YES. IN THE SUMMER AND INTO FALL WHEN RAHMAN DIED, IT WAS STILL QUITE WARM. AT THAT TIME THEY COULD BE WORRIED ABOUT CREATURE COMFORTS. NOW, HOWEVER, THE CONCERN IS FOR SAFETY AS A PRIORITY. AS TO COLD, WE (I.E., STATION) TOOK THAT OPTION AWAY. WE NOW HAVE A LOT OF BLANKETS AND WARM CLOTHES.



QUESTIONED ABOUT THINGS BEING TAKEN AWAY, [REDACTED] ANSWERED THAT THEY COULD PUT SOMEBODY IN THE LUXURY SUITE. FOR EXAMPLE, HE SAID, [REDACTED] THEY HAD ALLOWED HIM INTO THE LUXURY SUITE, BUT LATER PUT HIM BACK INTO THE BASELINE ROOM WITH HIS HANDS CHAINED. THERE IS NOTHING ELSE THEY CAN REALLY TAKE AWAY. THERE ARE NO PRIVILEGES LIKE TEA OR EXOTIC FOOD.

ASKED ABOUT THE DECISION TO TAKE RAHMAN'S PANTS AWAY, [REDACTED] EXPLAINED THAT INITIALLY HE WAS IN A RENDITION DIAPER. HE STAYED THAT WAY FOR A COUPLE OF DAYS OR SEVERAL DAYS, WHILE THEY, HE AND BRUCE JOINTLY, WERE MOST INTENSELY QUESTIONING RAHMAN. [REDACTED] SPOKE TO RAHMAN AFTER BRUCE DEPARTED, AND HE COMPLAINED ABOUT THE COLD. BUT HE COMPLAINED ABOUT EVERYTHING, AS AN OBVIOUS IMPLEMENTATION OF RESISTANCE TECHNIQUES. [REDACTED] GAVE HIM A SWEATSHIRT AND SOCKS ABOUT TWO DAYS PRIOR TO HIS DEATH.

THUS, AGAIN, IT IS NOT THAT SOMETHING IS TAKEN AWAY. EVERYTHING IS TAKEN AWAY WHEN THEY FIRST ARRIVE. THE DIAPER CONSISTS TYPICALLY OF A DEPENDS WITH DUCT TAPE. THE INITIAL PURPOSE OF THE DIAPER IS HUMILIATION AND IF THERE IS AN ACCIDENT BETWEEN BREAKS [SUCH AS WHEN THE PRISONER IS CHAINED STANDING UP] - THERE ARE NO DRAINS IN THE CELLS SUCH AS WOULD FACILITATE CLEAN-UP - THEN THERE ARE HYGIENIC REASONS AS WELL.

IN RESPONSE TO THE QUESTION AS TO WHAT HAD HAPPENED TO RAHMAN'S DIAPER, [REDACTED]

SAID HE DID

NOT KNOW. HE ADDED THAT HE WOULD HAZARD A GUESS THAT THE GUARDS DID IT. THE GUARDS

DON'T HAVE DIAPERS [TO REPLACE ANY THEY MAY HAVE HAD TO REMOVE]. [REDACTED] LATER MODIFIED

THIS BY SAYING THAT THEY MAY HAVE SOME DIAPERS.] [REDACTED] PERSONNEL PUT THE DIAPERS ON AND OFF.

IN RENDITIONS, THE PERSONS BEING RENDERED ARE CLOTHED IN SWEATS AND SWEATSHIRT AND A

DIAPER. THUS, THAT IS THE UNIFORM THAT RAHMAN CAME IN. [REDACTED]

[REDACTED] ASKED IF HE WOULD HAVE HAD PANTS FOR ABOUT THREE DAYS,

[REDACTED] SAID HE DID NOT KNOW IF IT WAS THAT LONG. HE ADDED THAT ALL OF RAHMAN'S CLOTHES WERE TAKEN FROM HIM

(EXCEPT THE DIAPER) WHEN HE WAS BROUGHT IN TO BE INTERROGATED.

[REDACTED] COULD NOT RECALL WHETHER OR NOT RAHMAN HAD A DIAPER WHEN HE SAW HIM TWO DAYS

PRIOR TO HIS DEATH. MAYBE THREE DAYS. AT THAT OCCASION, RAHMAN HAD NOTHING TO SAY. IT

[REDACTED] WAS THE DAY BEFORE RAHMAN'S DEATH, THE GUARDS TOLD HIM, THAT RAHMAN WAS THROWING

THINGS AT THEM. ASKED IF THE GUARDS, THEREFORE, HAD REMOVED THE DIAPER AFTER ABOUT TWO OR

THREE DAYS, [REDACTED] SAID HE WAS NOT SURE WHEN RAHMAN LOST HIS DIAPER. HE DID NOT KNOW. HE

DID NOT RECALL IF RAHMAN HAD A DIAPER ON WHEN HE GAVE HIM HIS SWEATSHIRT.

AGAIN ASKED WHEN RAHMAN LOST THE DIAPER, [REDACTED] SAID SOMETHING TO THE EFFECT THAT ONE HALF

OF THE PRISONERS HAVE BEEN NAKED, AND THAT THE ONLY DIAPER THEY HAD WOULD HAVE BEEN THE

ONE WHEN RENDITIONED. [IT DEPENDS ON WHAT TYPE OF INTERROGATION IS BEING USED.] NOW,

NOBODY IS NAKED BECAUSE IT IS REAL FREAKIN' COLD.

ASKED WHAT ARE THE OCCASIONS IN WHICH A DETAINEE MIGHT BE STRIPPED DOWN TO A DIAPER,

[REDACTED] ANSWERED (1) IF THERE WERE CURRENT THREAT INFORMATION THAT THEY NEEDED TO ELICIT, OR

(2) IF THERE WERE INFORMATION OF SIGNIFICANT INTELLIGENCE VALUE THEY HAD TO ELICIT, OR (3) IF

THE DETAINEE WAS NOT COOPERATING. ONE OF THEIR TECHNIQUES IS TO TAKE THE CLOTHES AND PUT

ON A DIAPER. THERE IS ONE THERE NOW GOING THROUGH THAT, ALTHOUGH THERE IS NOT A LOT OF TIME

LEFT [FOR THAT].

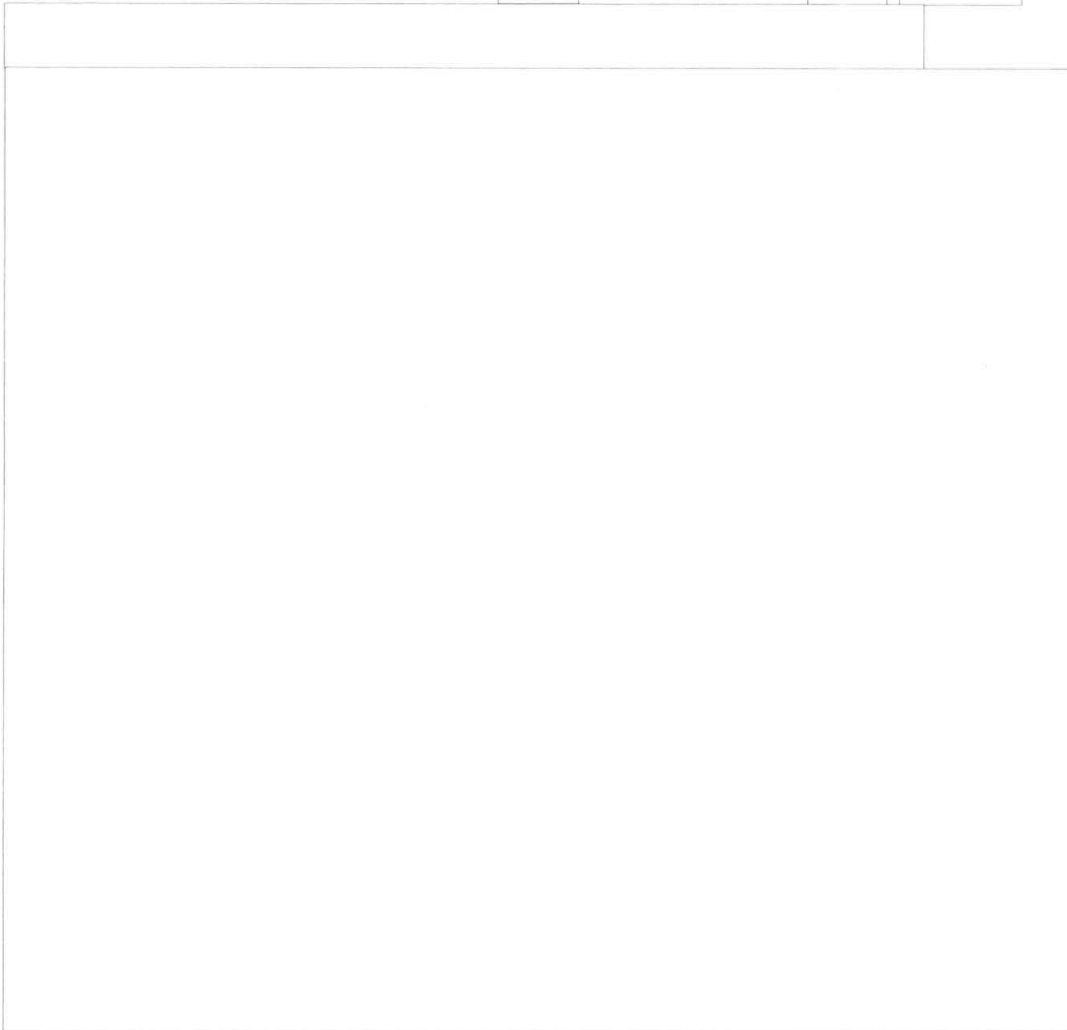
[] STOIC RESISTANCE. [] REPLIED YES, THAT IT APPEARED THAT RAHMAN DECIDED TO BEND A LITTLE. HE KNEW THAT WE KNEW HE WAS GUL RAHMAN. WE POSSESSED PICTURES WE HAD FOUND ON HIM. AT FIRST WHEN WE ASKED IF THAT WAS HIM, HE WOULD ANSWER NO. HE CATEGORICALLY DENIED IT. ULTIMATELY, HE SAID "IT COULD BE ME." THAT WAS NOT MUCH, BUT IT WAS A CHANGE FROM A CATEGORICAL DENIAL.

ASKED ABOUT THE TREATMENT OF THE GUARDS PRIOR TO THE CLOTHES BEING TAKEN, [] SAID HE DID NOT KNOW. THE CLOTHES WERE TAKEN FROM RAHMAN FOR A COUPLE OF DAYS, AT THE TIME THEY WERE SUBJECTING HIM TO SLEEP DEPRIVATION. RAHMAN'S ATTITUDE WAS THAT HE WAS CONTROLLED, NOT ARGUMENTATIVE, NOT CRYING, NOT UPSET THAT HE'D BEEN INCARCERATED, NOT THREATENING TO [] HE WOULDN'T RAMBLE. HE MIGHT PAUSE, A THINKING PAUSE, AND THEN HE WOULD GIVE A SHORT ANSWER. RAHMAN WAS COMMITTED IDEOLOGICALLY. HE HAD A HIGH DEGREE OF LOYALTY TO THE PERSONS HE WAS SERVING. HE WOULD INTERJECT RELIGIOUS PHRASES, SUCH AS "THANKS TO GOD" (A WAY OF SAYING, IN EFFECT, "ALL IS WELL"). HE SAID THIS AS AN ANSWER TO SOME OR ALL QUESTIONS. SAID [] THIS WAS DISTINGUISHABLE FROM THE VAST MAJORITY OF PRISONERS THEY TALK TO.

BRUCE DESCRIBED RAHMAN AS ONE OF THE MOST FANATICAL INTERVIEW RESISTERS HE HAD SEEN IN HIS ENTIRE CAREER. [] HAD A FAIRLY HIGH DEGREE OF RESPECT FOR RAHMAN, FOR HIS WILLINGNESS TO RESIST. HE WAS AN ADVERSARY TO BE RESPECTED. HE WAS OBVIOUSLY QUITE INTELLIGENT, ALTHOUGH HE CLAIMED NOT TO HAVE HAD MUCH EDUCATION.

IN WARM WEATHER, KEEPING PRISONERS UP (I.E., AWAKE) WAS GENERAL SOP. IF WE COULD CONTROL THE ENVIRONMENTAL SITUATION - TO KEEP IT AT 70 -- IT WOULD BE AN EFFECTIVE WAY TO DEAL WITH PRISONERS LIKE GUL RAHMAN. OBVIOUSLY IT HAD THE INTENDED EFFECT. PER THE MENTAL STATUS EXAM, ENVIRONMENTAL DEPRIVATION, SLEEP DEPRIVATION MADE RAHMAN WILLING TO CHANGE HIS RESPONSE A LITTLE BIT FOR IMPROVED TREATMENT. [] WAS CERTAINLY HOPING TO TALK WITH RAHMAN OVER A LONGER PERIOD OF TIME, SO THEY COULD GET SOME FURTHER ADMISSION. RAHMAN WOULD HAVE CLUNG TO THINGS HE THOUGHT IMPORTANT, BUT HE WOULD GIVE UP ANCILLARY THINGS TO IMPROVE HIS TREATMENT, BUT NOT SUCH AS WOULD BETRAY HIS PEOPLE.

UPON THE QUESTIONER'S OBSERVATION THAT THIS WAS AN OBVIOUSLY "SOLID PROGRAM," BUT THAT IT SEEMED STRANGE THAT IT WOULD BE RUN BY A [REDACTED], [REDACTED] ANSWER WAS "HOPEFULLY SOME DAY." I.E., HE EXPLAINED, HE IS NOT A [REDACTED] BUT INSTEAD IS A [REDACTED] [REDACTED]



[THE QUESTIONERS NOTED TO [REDACTED] THAT IN TALKING TO THE GUARDS [REDACTED] INDICATED THAT PANTS HAD BEEN ON ONLY A FEW DAYS, THEN WERE TAKEN FROM THE PRISONER.] ASKED IF HE WOULD HAVE BEEN THE PERSON TO TELL THE GUARDS TO REMOVE PANTS, [REDACTED] REPLIED YES, [REDACTED] [REDACTED] AND THUS EVEN IF ANOTHER INTERROGATOR WERE THE SOURCE OF THE DIRECTION, IT WOULD HAVE TO COME THROUGH HIM. HE DID NOT RECALL IN THE CASE OF GUL RAHMAN IF IT WAS HIMSELF OR [REDACTED] AND, SAID [REDACTED] THEY DIDN'T TAKE HIS PANTS. THEY TOOK ALL OF HIS CLOTHES.

RAHMAN ALWAYS

COMPLAINED ABOUT BEING COLD. THAT WAS NOT UNUSUAL. YOU COULD COUNT ON GUL RAHMAN TO

COMPLAIN ABOUT A VARIETY OF CONDITIONS. FOR EXAMPLE, HE COMPLAINED ABOUT THERE BEING

NOT ENOUGH FOOD. RAHMAN WAS THERE QUITE A WHILE BEFORE HE ADMITTED HIS NAME.

[REDACTED] SAID HE WAS MOVING TOWARD APPROVAL OF MOVING RAHMAN TO A [LIGHTER STATUS]. TRYING TO MOVE HIM UP THE LADDER. BEING SOMETHING OF A NICE GUY, A REWARDS-LIKE APPROACH. RAHMAN HAS BEEN THROUGH THE INTERROGATORS' HARD APPROACH.

[REDACTED] SAID HE WAS NOT SURE IF HE DID SPEAK TO THE GUARDS (ABOUT THE PANTS). THEY WOULDN'T

HAVE DONE IT ON THEIR OWN. IT WAS DONE AFTER HE WAS STOOD UP FOR A COUPLE OF DAYS.

ULTIMATELY, THE DECISION TO STAND A DETAINEE UP WOULD HAVE BEEN [REDACTED] [REDACTED] AND BRUCE

WERE TALKING TO RAHMAN, SO IN HIS CASE THAT WOULD HAVE BEEN DECIDED BY [REDACTED] AND BRUCE.

ASKED TO DESCRIBE A RENDITION. [REDACTED]

[REDACTED] THE (USG) CREW MEETS THE DETAINEE IN A ROOM TO TAKE OVER CONTROL. THEY STRIP,

SEARCH, AND PHOTOGRAPH THE PERSON BEING RENDERED, SO THAT THEY DOCUMENT IF HE HAS BEEN

BEAT UP OR TRAUMATIZED. ANYTHING SIGNIFICANT WOULD BE DOCUMENTED. THE MEDIC [REDACTED]

CAN NOTE IT. WHEN THEY FLY [REDACTED]

[REDACTED] THE ARE

HOODED, WITH FOAMIES AND THE BIG THINGS OVER THEIR EARS, SO THEY DO NOT KNOW WHERE THEY

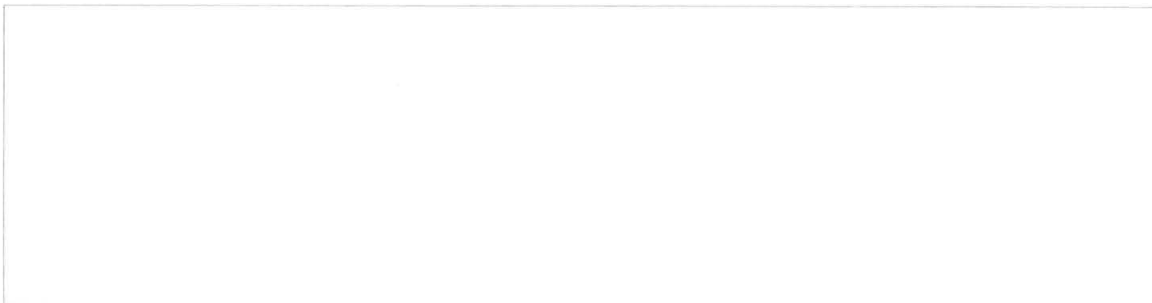
ARE. [REDACTED]

WHEN THEY ARRIVE, THE SECURITY PERSONNEL TAKE THE RENDERED PERSON TO A CELL, AND CHAIN HIM TO THE WALL.

THE GUARDS THEN GO TO THE CELL AND REMOVE THE EYE MASK AND HOOD AND THE EAR PROTECTION.



THE GUARDS NEVER COMPLAINED ABOUT THE COLD FOR THE DETAINEES.



THE GUARDS NEVER COMPLAINED ABOUT THE PRISONERS' LACK OF FOOD OR CREATURE

COMFORTS.

[REDACTED]

ASKED ABOUT WHETHER THE GUARDS EVEN KNEW RAHMAN'S NAME, [REDACTED] SAID THEY DID NOT, ALTHOUGH HE ADDED THAT [REDACTED] COULD HAVE OVERHEARD IT WITHIN THE FACILITY. THE GUARDS DID LEARN THE NAMES OF SOME OF THE DETAINEES.

[REDACTED]

[REDACTED] OTHERWISE, THEY REFER TO THE DETAINEES BY CELL NUMBER.

[REDACTED]

THERE ARE NOW THERMOMETERS IN THE FACILITY. THE GUARDS ARE NOW MORE ATTENTIVE TO THE COLD. BUT, AGAIN, THERE HAVE BEEN NO COMPLAINTS FROM THE GUARDS SINCE RAHMAN'S DEATH.

[REDACTED] EACH FOUR HOURS,

THE GUARDS RECORD THE TEMPERATURE

[REDACTED]

ASKED WHO WAS RUNNING THE PROGRAM WHEN [REDACTED] ARRIVED [REDACTED]

THERE YET

WHEN HE ARRIVED. [REDACTED]

ANSWERED THAT THE GUARDS WERE NOT

THE PROGRAM WAS IN A

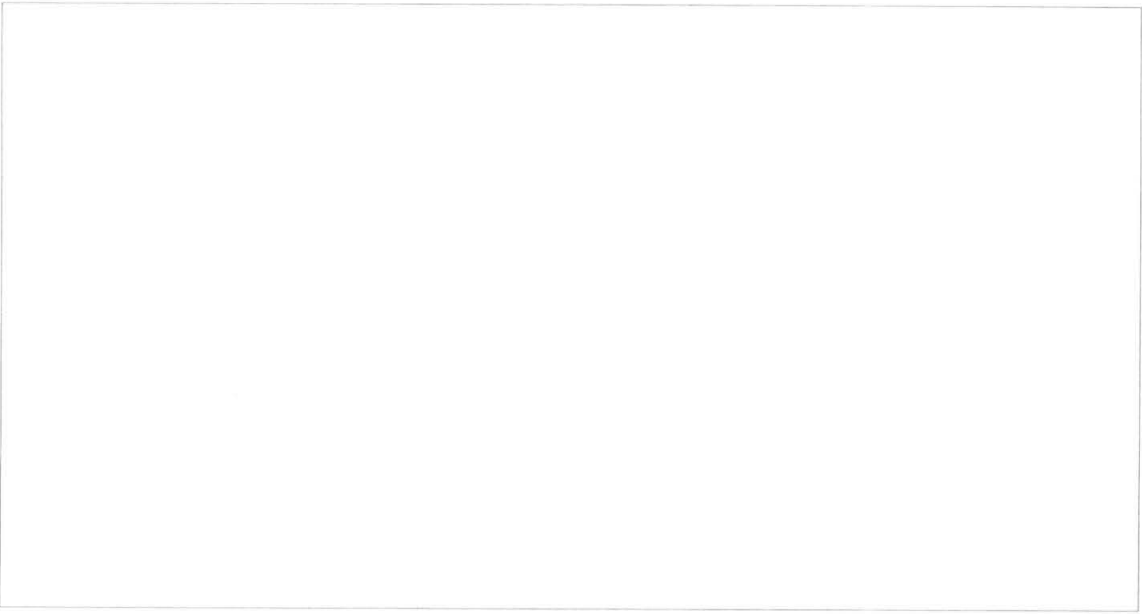
STATE OF

LIMBO OF SORTS. [REDACTED]

THIS

WAS ONLY A

CONSTRUCTION PROJECT, NOT MORE YET. [REDACTED]



REGARDING THE SMELLS, THE GUARDS HAD COMPLAINED ABOUT THE SMELLS PRIOR TO
RAHMAN'S
DEATH. WE GAVE THEM SURGICAL MASKS IN RESPONSE.



ASKED AGAIN ABOUT THE GUARDS' EMPATHY FOR PRISONERS, [REDACTED] ALLUDED TO THE SHOWER
INCIDENT. FOR THE SHOWER, THE WATER HEATER WAS NOT WORKING. THE GUARDS GAVE
RAHMAN A
SHOWER, AND HE WAS SHIVERING A LOT. [REDACTED] CHECKED AND SAW THE
SITUATION, AND TOLD THE GUARDS TO GIVE HIM A BLANKET, WHICH THEY DID. THAT WAS
A COUPLE OF
WEEKS BEFORE RAHMAN DIED. THIS WAS EXEMPLARY OF THE GUARDS' BEHAVIOR. [REDACTED]



[REDACTED]

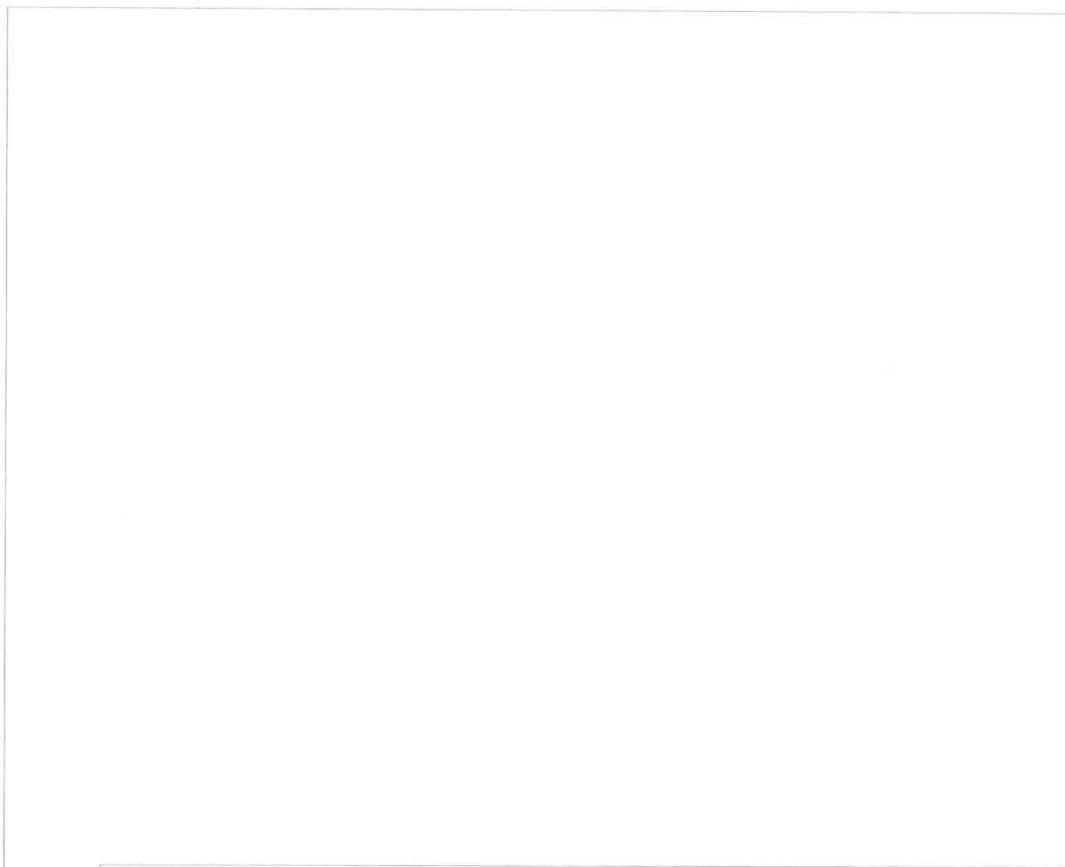
THE

BUREAU OF PRISONS GUYS CALLED HIM THEIR SHIFT COMMANDER. [REDACTED] GAVE THE BUPRISON TRAINERS TWO OBJECTIVES, TO (1) TRAIN AND (2) ORGANIZE THE GUARDS. THUS, THE GUARDS WERE TAUGHT HOW TO OPERATE IN SHIFTS, AND HOW TO CONDUCT CHECKS ON THE STATUS OF THE DETAINEES.

[REDACTED]

ASKED WHEN BRUCE LEFT [REDACTED], [REDACTED] ADVISED HE WAS AT THE FACILITY ABOUT A WEEK OR MORE, AND WHEN HE LEFT, [REDACTED] WAS ALONE RESPONSIBLE FOR RAHMAN AND THE FACILITY

[REDACTED]

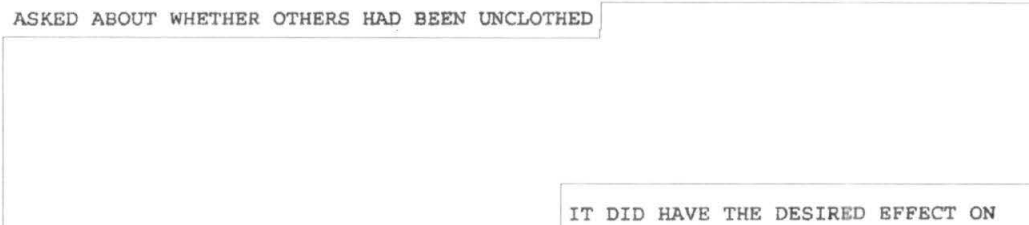


[REDACTED] ON THE SUBJECT OF MEDICAL SUPPORT [REDACTED] SAID THE DOC TRIES TO GET OUT TO THE FACILITY AT LEAST EVERY TWO WEEKS, AND AS NEEDED.



[REDACTED] ASKED AGAIN ABOUT RAHMAN'S FOOD-THROWING INCIDENT, [REDACTED] SAID IT WAS UNUSUAL AS AN OUTBURST OF EMOTION. [REDACTED] ADDED THAT RAHMAN'S REAL REASON TO COMPLAIN WAS AS A RESISTANCE TECHNIQUE.

ASKED ABOUT WHETHER OTHERS HAD BEEN UNCLOTHED

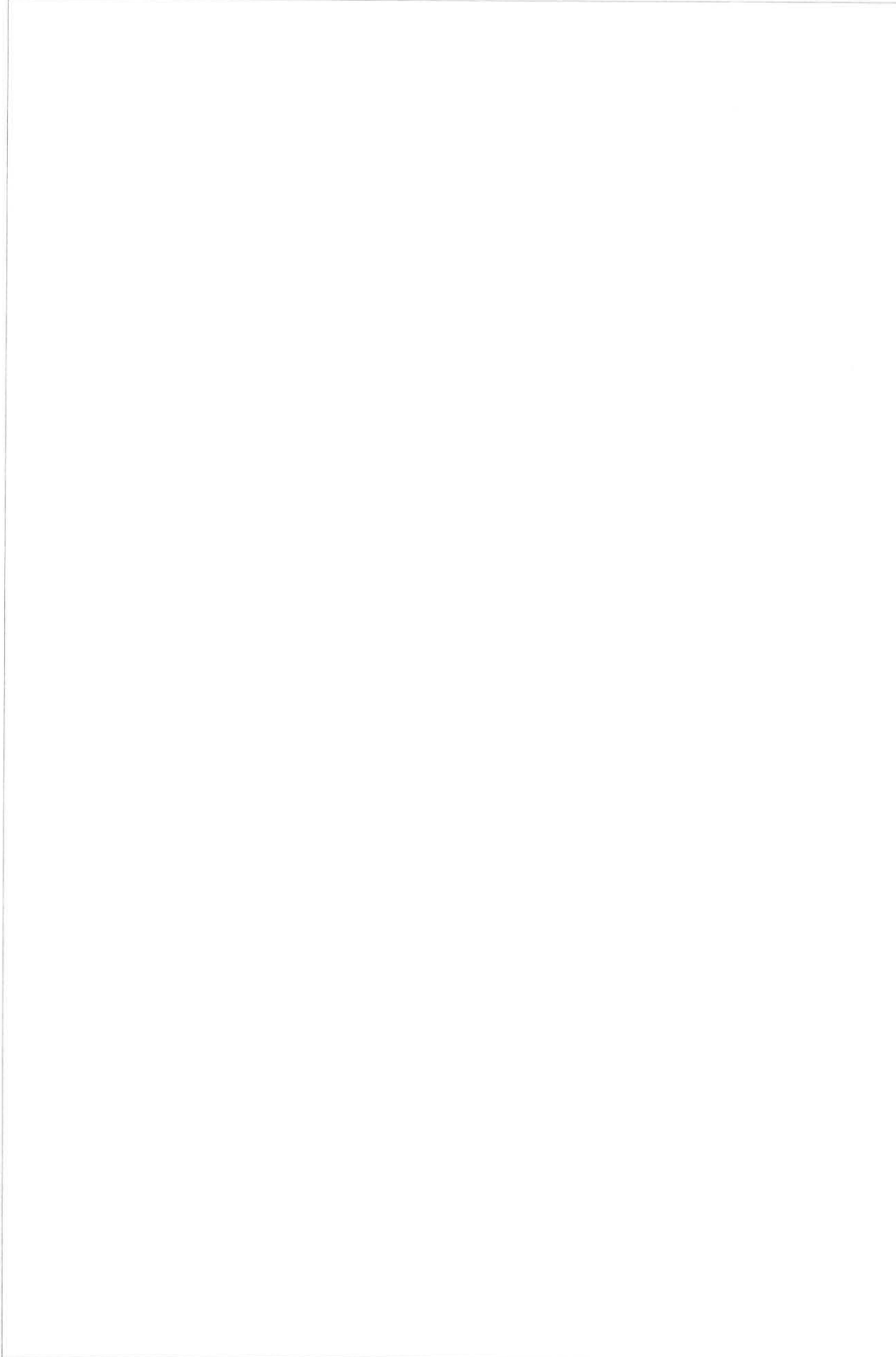


[REDACTED] IT DID HAVE THE DESIRED EFFECT ON RAHMAN, HOWEVER. RAHMAN SAID AT ONE POINT THAT HE COULD NOT TALK "LIKE THIS" BECAUSE IT WAS EMBARRASSING FOR HIM. [REDACTED] ADDED THAT HE THREW RAHMAN'S HOOD OVER RAHMAN'S

PRIVATE

AREAS AND THE INTERROGATION PROCEEDED. THUS, THIS WAS A USEFUL DEVICE IN THAT
IT PERMITTED

TO GIVE HIM SOMETHING.



TOP SECRET/

/NOFORN

11 April 2007

(TS/ /NF) Inciency of CTC/RDG Enhanced Interrogation Techniques and Program

(TS/ /NF) Background: Late 2001 early 2002, Dr. Mitchell was under contract with DS&T. to conduct research and write applied psychological papers. Dr. Jessen was at that time working for DoD as Senior DoD SERE Psychologist for the Executive Agency tasked with oversight for all DoD SERE training. He also assisted DS&T, with various projects.

One of their tasks was to review recently captured al-Qa'ida documents describing how jihadists should resist questioning during interrogation.

The paper the doctors wrote, as a result of this review, is called "Recognizing and Developing Countermeasures to Al Qaeda Resistance to Interrogation Techniques: A Resistance Training Perspective." It's a classified document available on the Agency System.

After review of the al-Qa'ida training manual, they identified resistance techniques likely to be used and recommended countermeasures based on their expertise and knowledge of interrogation approaches that had historically been used to overcome resistance. These countermeasures, none of which are coercive, are described in the paper.

(TS/ /NF) Program: In late March 2002, with the capture of Abu Zubaydah, Dr. Mitchell was deployed as a consultant, at the recommendation of CTC attorney at that time, to provide real-time recommendations to overcome Abu Zubaydah's resistance to interrogation. Dr. Mitchell stayed onsite from circa March 2002 - June 2002, observing and consulting on the interrogations done by CIA and FBI personnel.

In circa June 2002, after approximately 4 months of interrogation, Abu Zubaydah reached a point where he refused to cooperate and shut down. He would no longer talk to FBI interrogators and, although he was still talking to CIA, no significant progress was being made. It was obvious he was effectively employing classical resistance to interrogation techniques which were unlikely to be overcome without significant intervention.

C/CTC at the time called Dr. Mitchell back to HQS to discuss next steps with Abu Zubaydah's interrogation. Arrangements were also made for Dr. Jessen to attend that meeting. C/CTC requested their input with respect to what

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approaches would be necessary to obtain information from Abu Zubaydah and other uncooperative al-Qa'ida detainees judged to be withholding time-sensitive, perishable intelligence.

Other attendees suggested a variety of coercive approaches. After lengthy discussion, Dr. Mitchell suggested using the interrogation approaches that had been safely employed at DoD SERE schools for resistance to interrogation training. These techniques had been used for approximately 50 years with no significant injuries. Dr. Mitchell knew this because in 1996 he completed a DoD wide review for the Commander of the US Air Force Survival School of injury rates associated with use of the various physically coercive techniques used for resistance to interrogation training. He found that when used by properly trained interrogators all but one technique produced no significant or lasting injuries. The one technique that rarely produced injuries (manhandling) was not recommended for use by CIA.

The list of techniques recommended by Drs. Mitchell and Jessen to C/CTC for use with High Value Detainees were selected from the larger list of safe and effective interrogation techniques used at DoD SERE schools.

At the circa June 2002 meeting where the techniques were recommended, C/CTC requested that Drs. Mitchell and Jessen travel to the site to conduct the interrogation of Abu Zubaydah once DOJ approval was granted. At the time, Dr. Jessen left the DoD and became an Independent Contractor for CIA.

This list of recommended techniques went to DOJ for their opinion regarding whether or not the techniques constituted torture. DOJ returned the legal opinion that 13 of the techniques requested did not constitute torture, and hence could be employed for CIA interrogations.

These techniques were reviewed and approved twice by DOJ. They continued to be used until Director Goss suspended the use of any Enhanced Interrogation Techniques until a third DOJ review (still pending) was completed.

TOP SECRET//

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From:
To:
Cc:
Bcc:
Subject: Description of Physical Pressures
Date: 7/9/2002 10:58:03 AM

Original Text of

9 July 2002

MEMORANDUM FOR:

FROM:

OFFICE: CTC/UBL

SUBJECT: Description of Physical Pressures

REFERENCE:

Original Text of

From the Desk of
Operational Psychologist

NOTE FOR:
FROM:
OFFICE: OAD
DATE: 07/08/2002 04:15:15 PM
SUBJECT: Description of Physical Pressures

1 of 3

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6/16/2015 10:53 AM

CONFIDENTIAL//NOFORN

Below are the descriptions of potential physical and psychological pressures discussed in the July 8, 2002 meeting. The aim of using these techniques is to dislocate the subject's expectations concerning how he is apt to be treated and instill fear and despair. The intent is to elicit compliance by motivating him to provide the required information, while avoiding permanent physical harm or profound and pervasive personality change.

1. Attention Grasp:

In a controlled and quick motion, grasp the individual with both hands, one on each side of the collar opening. In the same motion, draw the individual toward you.

2. Walling: The individual is stood in front of a specially constructed flexible wall. The individual's heels touch the wall. The individual is pulled forward and then quickly and firmly pushed into the wall. The head and neck are supported with a rolled hood or towel that provides a c-collar effect to help prevent whiplash. Contact with the wall is made with the individual's shoulder blades. To reduce the probability of injury, the individual is allowed to rebound from the wall.

3. Facial Hold: One open palm is placed on either side of the individual's face, fingertips well away from the individual's eyes. The goal is to hold the head immobile.

4. Facial Slap (Insult Slap): The slap is delivered with fingers slightly spread. Contact should be made with the area directly between the lip of the chin and the bottom of the corresponding earlobe. The goal of the facial slap is to induce shock and surprise, not severe pain.

5. Cramped Confinement: Individuals are placed in a confined space the dimension of which restricts movement. The container is usually dark. Individuals may be kept in larger confinement spaces for up to 18 hours, and smaller confinement boxes for one hour.

6. Wall Standing: This technique is used to induce fatigue. The individual stands approximately 4 or 5 feet from a wall, with his feet spread approximately shoulder width. With arms out stretched in front, fingers resting on the wall supporting body weight. Individuals are not allowed to move or reposition their feet or hands.

7. Stress Positions: A variety of stress positions are possible. They focus on producing mild physical discomfort from prolonged muscle use, rather than pain associated with contortions or twisting of the body. The two discussed were (1) the subject sitting on the floor with legs extended straight out in front of him with his arms raised above his head; and (2) having the subject kneel on the floor and lean back at a 45 degree angle.

8. Sleep Deprivation: Preventing sleep is intended to have the effect of reducing the subject's ability to think on his feet secondary to fatigue and to motivate him to cooperate because of the discomfort associated with sleep debt. For most people, the effects of sleep deprivation remit after one or two nights of uninterrupted sleep. In rare circumstances, individuals predisposed to psychological problems may display abreaactions, but these too generally remit after the individual sleeps. The record (Guinness Book of World Records) for voluntary sleep deprivation is 205 hours with the subject showing no significant psychological problems and quick recovery after one or two days of sleep.

9. Water Board: With this procedure, individuals are bound securely to an inclined bench. Initially a cloth is placed over the subject's forehead and eyes. As water is applied in a controlled manner, the cloth is slowly lowered until it also covers the mouth and nose. Once the cloth is saturated and completely covering the mouth and nose, subject would be exposed to 20 to 40

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seconds of restricted airflow. Water is applied to keep the cloth saturated. After the 20 to 40 seconds of restricted airflow, the cloth is removed and the subject is allowed to breath unimpeded. After 3 or 4 full breaths, the procedure may be repeated. Water is usually applied from a canteen cup or small watering can with a spout.

10: Use of Diapers: The subject appears to be very fastidious. He spend much time cleaning himself and seems to go out of his way to avoid circumstances likely to bring him in contact with potentially unclean objects or material. He is very sensitive to situations that reflect a loss of status or are potentially humiliating. One way to leverage his concerns, while helping ensure his wound doesn't become infected with human waste when in cramped confinement is to place him in an adult diaper. If soiled, care would have to be taken to keep human waste out of his leg wound.

11. Insects: The subject appears to have a fear of insects. One possibility is to threaten to place stinging insects into the cramped confinement box with him, but instead place harmless insects. The purpose of this would be to play off his fears and increase his sense of dread and motivate him to avoid the box in the future by cooperating with the interrogator's requests.

12. Mock Burial: The individual is placed in a cramped confinement box that resembles a coffin. The box has hidden air holes to prevent suffocation. The individual is moved to a prepared site where he hears digging. The site has a prepared hole, dug in such a way that the box can be lowered into the ground and shovels of dirt thrown in on top of it without blocking the air holes or actually burying the individual. This procedure would be used as part of a threat and rescue scenario where the "burial" is interrupted and the subject is rescued by a concerned party. The rescuers then use the subject's fear of being returned to the people trying to bury him as a means of pressuring the subject for information.

Hope this helps.

Jim Mitchell

Sent on 8 July 2002 at 04:15:15 PM

CC:

Sent on 9 July 2002 at 07:22:23 AM

6/16/2015 10:53 AM

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From:
 To:
 Cc:
 Bcc:
 Subject: 'RDG Tasking for IC Psychologists Jessen and Mitchell
 Date: 6/16/2003 4:54:32 PM

My comments are highlighted in yellow. They can be summarized as:

- 1) contractor activities should not interfere with or supplant the ongoing activities of staff psychologists/psychiatrists
- 2) we need to distinguish between standards of conduct and ethical standards for psychologists - Jim and Bruce can make a contribution in the former area, but mechanisms already exist for monitoring the ethical conduct psychologists
- 3) Jim and Bruce should not be involved in establishing the credentials for HVT psychologists
- 4) any resurrection of a resistance to interrogation program should be done with the oversight of OMS
- 5) we are the resident experts in personnel selection - we would welcome the input of Jim and Bruce as we go about our jobs
- 6) we value their input but they should not be in charge of anything - any reporting they do should be reviewed by

As you are aware, RDG has assumed operational control of the IC psychologists Bruce Jessen and Jim Mitchell. We have an agreement with OTS on the use of the ICs that runs as follows: 'RDG decides when, where, and for how long they deploy, and in what capacity. The ICs agree to this arrangement--indeed, they welcome it--and have pledged to do whatever they can to help us on our missions. As part of the arrangement, we are going to transition them from their previous interrogator role to "strategic consulting" tasks that fit their academic backgrounds, capabilities, and practical and professional experience as psychologists.

have had long discussions with the ICs and believe they have much value to add to our programs. Toward that end, we have crafted a draft to guide the transition to this new strategic role. We believe this role is more in line with their IC status.

Because OMS has an excellent staff of psychologists whom we rely on heavily, we solicit your comments on the taskings listed below.

In crafting this list of tasks for the two ICs, we have identified projects that they have direct experience doing for other customers (e.g. DoD), those that relate directly to their skill sets, and those that leverage their personal experience since joining the CIA (the A2 transition).

Immediate Project requirement: Jim and Bruce (J&B) will deploy to to serve as psychologists. There they will conduct a full psychological review of the HVTs with a view to recommending specific steps we need to take to prepare the HVTs for the transition to the Endgame Facility at Guantanamo.

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-- They will begin this effort with Abu Zubaydah, whom they know better than all other HVT personnel. AZ also has been in our control the longest. From the results of their discussions with AZ, J&B will recommend a plan--including specific steps--for our use in preparing all the HVTs psychologically for the relocation to Guantanamo for long-term detention. Because the confinement of all the HVTs has been on an indeterminate basis--none, including AZ, knows what will become of them--the transition process is extremely tricky.

-- The objective of this transition program is to provide appropriate structure and meaning to the life of the HVT, all of whom are young and will be confined for the rest of their natural lives, and to ensure that they can be productive intelligence "assets" of CIA for the long-term.

-- Among the issues Jim and Bruce will make recommendations on are: what are the key occupational, recreational, intellectual, medical, and psychological variables we must consider in the transition of each HVT to GTMO? How do these variables affect intelligence collections and facility security? For example, should we allow HVTs to communicate with each other? How much time outside of isolation is valid? How much external stimuli is appropriate, and what kinds?

Jim and Bruce

have the skills to examine these issues systematically and come up with reasonable recommendations. Any data collected by them from detainees with whom they previously interacted as interrogators will always be suspect, however. The project would be better served if our folks did the assessments (particularly since psychiatric assessments might be useful in some cases) and Jim and Bruce focussed on external data collection.

General Project Work Plan: Per our discussions with J&B, they will work principally as strategic consultants to the HVTI and associated Facilities and Support programs of RDG. As such, primary duties will include:

- Give written recommendations and oral presentations on program procedures, methods, and training (see specifics below).
- As senior HVTI cadre members and psychologists, deploy to our sites to mentor, review, and provide feedback to management on program development and plans.
- During their deployments to our sites, serve as needed as psychologists on the HVTI team.
- On site, advise and consult the senior HVTI interrogator and COB as needed.
- When available, participate in both the HVT debriefing and interrogator courses as needed.
- Advise and consult on the design and use of RDG's training, black sites, and long-term detention facilities
- if absolutely necessary to mission, serve as HVT interrogators and/or mentor junior HVT interrogators.

Consultations regarding program development also seem to be appropriate for our consultants, although their expertise in training interrogators seems to have escaped me up until now. My greatest concern in this area is the likelihood of Jim and Bruce ignoring or interfering with our on-site psychologists when they are deployed. Although these guys believe that their way is the only way, there should be an effort to define roles and responsibilities before their arrogance and narcissism evolve into unproductive conflict in the field. It may be helpful for CTC to meet jointly with Jim/Bruce (Do they ever do anything independently?) and our traveling roadshow.

Specific Projects:

- 1) Draft Code of Ethics/Standards - J&B will get with

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and get his input and
 on-the-shelf ethics code. They will then adapt an interrogator-specific draft
 set for us. We have identified this as a major gap in our program based on our
 J&B recommend that we then all sit down
 and discuss

-- As part of this effort, J&B also will draft a mission statement based on
 their knowledge of the program (part of which is already contained in the
 following project proposal).

The use of the term ethics is likely to continue to contribute to confusion.
 If we have adopted the SERE model, then Jim and Bruce are in a position to
 facilitate the development of standards of conduct for our program. Special
 ethical standards for psychologists are unnecessary - our professional
 responsibilities are clearly articulated by our own code of ethics. We may
 want to develop examples of how those ethical principles apply in this unique
 line of work, but this is matter best handled by our cadre of operational
 psychologists. Jim and Bob have both shown blatant disregard for the ethics
 shared by almost all of their colleagues. They also used discussions of
 standards and ethics to limit our participation in this line of work. We have
 an ethics committee within and they are qualified to monitor any issue that
 might arise.

2) Project Proposal - (see copy separately provided) - Baseline psychological
 review of our interrogation and debriefing tactics, techniques and procedures
 currently in use with the goal of evaluating, revising, and refining as
 needed. Also, review potential interrogation and debriefing tactics,
 techniques and procedures NOT in use by us and evaluate/recommend development
 and validation of new/modified procedures.

-- Bottom-line is that this project is intended to identify ways to achieve
 effective psychological coercive impact on the HVT through application of less
 invasive physical means--the major thrust of our program since its inception.
 A refined set of methods/tactics/procedures should further lower the risks of
 unintended psychological or physical harm to HVT and also lower the strain on
 HVTI cadre. The project demonstrates our recognition of the need for due
 diligence in our program and, most important, will result in more productive,
 efficient intelligence collection.

-- As part of this project, J&B propose meeting with a senior
 psychologist/academic counterpart

Without specifying what they are doing for us, J&B want to
 elicit info on latest developments efforts in the
 psychology/interrogation field. approve a trip by J&B to meet
 to accomplish this task.

All worthy goals - hope they enjoy their trip(s) Just hope our
 myopic view of the interrogation process doesn't come back to haunt us. We
 seem to be wedded exclusively to the military model and not even exploring what
 the law enforcement community may have to offer. It's hard for me to imagine
 that these guys can function with even a modicum of objectivity as
 researchers. I would just encourage a broader approach to the problem.

3) As part of (2) above, draft a separate paper aimed at helping interrogators
 and debriefers gain a practical understanding of how human memory works. This
 will help people understand why HVTs--like "normal" humans--don't recall
 everything the intel "model" says they should.

4) Draft Protocols on How to Conduct Training/How to Execute Interrogations in
 the Field - Following baseline review of our documentation, training manuals,
 procedures, J&B will develop draft papers on how we should train interrogators,
 using their knowledge of JPRA, Tait, and and how we execute
 what we train in the field, from the planning of the interrogation to the
 execution and transition to debriefing. Objective is to create a formal

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framework that senior interrogators can use to train, monitor, evaluate, and provide feedback to trainees and novice interrogators. To carry out the project, J&B will need to observe our candidates in action (as psychologists and HVT cadre members).

-- As part of this, J&B will bring us what JPRA documentation/procedures they have on hand (much of which Bruce drafted).

-- Major element of this effort will be to train our senior HVT instructors on how to recognize and correct "drift" in the interrogation process.

5) J&B will conduct a review of JPRA training and exercises to recommend a list of procedures, methods, and best practices they believe we can incorporate and/or adapt in our program.

-- in doing this, they will assess the value-added of exposing our HVTI cadre to the physical/psychological pressures applied to students at JPRA. and C/RDG hypothesis is that our program must incorporate such exposures for our interrogators and psychologists to be able to assess accurately the reactions/psychological state of HVTs undergoing enhance interrogation measures.

6) Draft a CONOP for developing organic interrogation/counter-interrogations training modules. They will tailor this to help us map out options for establishing an autonomous Directorate of Operations/CIA capability. We will use the conop produced to assess the value of in-house training capabilities and programs for DO officers and other CIA personnel who may need it.

If we are talking about reinventing a resistance to interrogation program, we have the internal expertise (complete with substantive and historical knowledge) to accomplish the task. We are not training military personnel at risk of being wrapped up during military missions. Wholesale adoption of the Jim and Bruce show just isn't appropriate.

7) Interrogator Candidate Selection Criteria - develop a set of psychological criteria we can use to screen candidates as well as apply to evaluate certified interrogators.

We welcome their input, but personnel selection is a clearly defined responsibility of . We also are quite competent to do the type of job analysis essential to the development of a successful program. We've actually done this a few time!

P.S. The 1000 meeting on 16 June will be in -RDG's new space (we are your neighbors now, so there goes the neighborhood

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From:
To:
Cc:

Bcc:
Subject: Re: RDG Tasking for IC Psychologists Jessen and Mitchell
Date: 6/20/2003 2:19:53 PM

- Here are our comments on the possible taskings for the IC psychologists.

1) Realizing that the IC's are already en route to to begin a pre-Guantanamo assessment of the detainee, we're still concerned that they are not the right candidates for that particular task--and that for several reasons we may want to send someone else later. So far as we're aware, their expertise in assessing folks for long term incarceration is very limited. Interviewing those who return from relatively short-duration detentions is not likely very relevant to what our detainees will be facing. If it is the best we have, then we again suggest is probably a better candidate. A psychiatrist, he certainly has debriefed more released hostages than the two ICs combined, and doesn't have the baggage of having applied enhanced measures. Even though the ICs are very bright folks who have made an effort to forge a positive relationship with their subjects, no professional in the field would credit their later judgements as psychologists assessing the subjects of their enhanced measures. They could be right on target, but if some untoward outcome is later to be explained, their sole use in this role will be indefensible. There is just too much extraneous at play--with both A2 wanting to be friends so as not to return to the former situation, and the psychologists wanting to be friends so that bygones are bygones--to view even a correct assessment as valid.

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- 2) In terms of program development, the ICs clearly have experience that will be useful to many individuals, mostly drawn from their SERE days. While they have more exposure to our current situation than others, this is largely related to an interrogation scenario that will probably not often be repeated. As others gain more current, more relevant experience, their input will be less useful--so it will be important that (egos notwithstanding) they are not encouraged to think their experience sets them above anyone else. As IC's they should only be consultants, on request.
- 3) The ethics tasking, as we discussed, needs to be clarified. We think the ICs have much to offer in the area of standards of conduct in our program--both for interrogators and psychologists, primarily drawn from the established standards of the SERE program. That is different from "ethics," per se, which among other things would relate to blending the roles of interrogator and psychologist. Since a major ethics issue for psychologists will be exactly the legitimacy of blending these roles (or alternating between them), it will be important that someone other than these two ICs handle that task. They already occupy an extraordinarily minority position on this (and one contrary to SERE practice), and will simply have no credibility among staff psychologists. The ethics part actually is straightforward, and the existing code of ethics already address this in clear terms. So, we are left here with tasking on standards of conduct--still a very important assignment.
- 4) We enthusiastically endorse the proposal that the ICs undertake a baseline review of the interrogation and debriefing tactics, techniques and procedures currently underway. I would make this their first priority, and even expand the assignment beyond your description--to look at non-military models and really look at measurable outcomes within our own experience.
- 5) The paper on how memory works also is a good project.

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6) Collecting information on how similar programs are run, and making recommendations for our program is also worthwhile. Having them play central roles in designing and overseeing our program is probably inappropriate, since this will be the reinvention of a program on which there is substantial internal expertise and historical knowledge. And this is particularly the case in the area of personnel selection, where we have a wealth of experience. We would welcome informed suggestions, but think this is distinctively an internal staff responsibility.

So, in sum, we think the ICs greatest potential contribution will be in the studies in paras 4-5 above, that a circumscribed role in the paras 3 and 6 tasking has some merit, but that the range of tasks in para 1 are inappropriate for a combination of reasons.

Final point of concern. One of our RMOs just returned from several days observing the Ft. Bragg SERE course. He learned from the senior SERE psychologist there--who has spoken to our assembled staff in the past and knew this was an Agency doctor--that the two ICs told him that we were using the waterboard and other enhanced measures on our detainees. We've been extremely careful in our very limited conversations with SERE folks to say our interest in these techniques related only to evaluating them for possible use within a training program, and are confident that was CTC's guidance also. I hope these folks are not promoting their importance among their colleagues by inappropriate disclosures; you may want to check with them.

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28 January 2003

MEMORANDUM FOR: Deputy Director for Operations

VIA: Associate Deputy Director for Operations/Counterintelligence

FROM:



SUBJECT: Death Investigation - Gul RAHMAN

SCOPE OF INVESTIGATION

1. (S) The scope of this investigation was to determine the cause of the [redacted] November 2002 death of Gul RAHMAN, a member of Hezbi Islami, who was being detained at an [redacted]

COBALT

prison facility [redacted] known to CIA personnel as [redacted] RAHMAN had been undergoing interrogation by CIA personnel, [redacted]

COBALT

[redacted] Information contained in this report regarding the background of [redacted] as well as the treatment of detainees at [redacted] is provided for background and context as it relates to the investigation of the death of Gul RAHMAN. It is not intended to be a comprehensive review, survey or inspection of the operational procedures at [redacted]

COBALT



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A24-2

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SUBJECT: (S) Death Investigation - Gul RAHMAN

COBALT

BACKGROUND ON [redacted]
COBALT

2. (TS) [redacted] is a prison located [redacted]

This prison, which became operational on [redacted] September 2002, is designed to house high value terrorist targets during the screening and interrogation phase of their detention, and is viewed by [redacted] Station as critical to Station's efforts to exploit these targets for intelligence and imminent threat information.^{2 3 4} [redacted] was set up with isolation of the detainee being the primary goal. Each detainee's interaction with the outside world was intended to be limited to brief contact with the guards and more extensive contact with his CIA interrogators. This allows CIA personnel to control almost all aspects of the detainees' existence.⁵ COBALT

3. (TS) The construction of the prison was funded by CIA [redacted]

There are 20 cells located inside the prison [redacted] The cells are stand-alone concrete boxes.

[redacted] All cells have a metal ring

- 1 [redacted] Sep 2002 (Attachment 1)
- 2 [redacted] Sep 2002 (Attachment 2)
- 3 [redacted] May 2002 (Attachment 3)
- 4 [redacted] Jun 2002 (Attachment 4)
- 5 [redacted] Jun 2002 (Attachment 5)
- 6 [redacted] Jun 2002 (Attachment 6)
- 7 [redacted] Oct 2002 (Attachment 7)

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A24-3

~~TOP SECRET//X1~~

SUBJECT: (S) Death Investigation - Gul RAHMAN

attached low to the wall to which prisoners are secured. Four of the cells have high bars that run between two walls to which prisoners can be secured. These four cells are designed for sleep deprivation.

[redacted] The cellblock windows are covered with two coats of black paint and heavy curtains making the cellblock completely dark. Stereo speakers in the cellblock play constant music to prevent communications between detainees.^{8 9}

4. (TS) The prison is protected by [redacted] guard force.¹⁰ [redacted] guards protect the exterior of the facility [redacted] guards are stationed in the interior of the building and handle the prisoners. [redacted] interior guards [redacted] are present almost constantly.

[redacted] According to Station personnel, although the prison guards lack significant training, all are very professional in their duties. No station officer has ever witnessed or documented an instance of prisoner mistreatment by [redacted] guard or witnessed any animosity by the guards toward the prisoners. No interrogator has ever seen or documented signs of physical abuse on any of the prisoners.

- 8 [redacted] May 2002 (Attachment 8)
- 9 [redacted] Oct 2002 (Attachment 9)
- 10 [redacted] Jun 2002 (Attachment 10)
- 11 [redacted] Sep 2002 (Attachment 11)
- 12 Interview of [redacted] Nov 2002 (Attachment 12)
- 13 Interview of [redacted] Nov 2002 (Attachment 13)
- 14 Interview of [redacted] Nov 2002 (Attachment 14)

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A24-4

~~TOP SECRET//XI~~

SUBJECT: (S) Death Investigation - Gul RAHMAN

[redacted]
According to COS [redacted] the guards are very professional [redacted]

CIA Staff Officer

For the most part, the guards are unaware of the identities of the prisoners. According to [redacted] in some instances the prisoners have told the guards their identities [redacted].¹⁵ According to [redacted] the guards are not privy to information derived from the interrogations of the prisoners.¹⁶

COBALT

5. (TS) Since the establishment of [redacted] Station has made an effort to provide training to the guards [redacted]

COBALT

[redacted] With no exception, individuals interviewed stated that the guards treated prisoners well and "by-the-book," following all [redacted] directions regarding the treatment and handling of prisoners. On [redacted] June 2002, two and a half months prior to [redacted] receipt of its first prisoner, Station cabled Headquarters outlining the need to provide comprehensive training to the [redacted] guards in regard to their safe and secure handling of the prisoners, [redacted]

On [redacted] June 2002, Headquarters concurred in principle with the need to adequately train [redacted]

On [redacted] June 2002, Station sent a cable

¹⁵ Interview of [redacted] Dec 2002 (Attachment 15)

¹⁶ Interview of [redacted] Nov 2002 (Attachment 13)

[redacted] Oct 2002 (Attachment 7)

[redacted] Jun 2002 (Attachment 5)

[redacted] Jun 2002 (Attachment 16)

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A24-5

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SUBJECT: (S) Death Investigation - Gul RAHMAN

to Headquarters requesting that Headquarters identify staff personnel or independent contractors who could provide the training [redacted]²⁰ On 3 July 2002, Headquarters cabled [redacted] and notified them that they were still attempting to identify a training program, but had been unable to do so thus far.²¹ Some time between 3 July 2002 and 18 August 2002, the idea of using the US Bureau of Prisons (BOP) personnel to provide training to the [redacted] guard force was suggested. On [redacted] August 2002, [redacted] Station sent a cable to Headquarters stating the following regarding the guard force:

[redacted] Request update on the status of BOP personnel TDY [redacted] to train the [redacted] guards and prison staff. Station believes this training will be essential. given the near certainty that we will be called to account for our efforts at some future date; either within the USG or to the international community (through the ICRC.)"²²

Some time between [redacted] September and the arrival of the first prisoner on [redacted] September 2002, [redacted] Station utilized its own resources to provide initial training for the interior [redacted] guards.

Station provided training to the guards on how to handle, move, restrain prisoners, lock them in cells, and handle them safely and securely.

[redacted] Between [redacted] August and [redacted] September 2002, Headquarters was able to make arrangements with the BOP to provide training in [redacted] guard force at [redacted]. On [redacted] September 2002, [redacted] cabled Headquarters and noted that they looked forward to receiving a timeline for the TDY of BOP personnel

COBALT

²⁰ [redacted] Jun 2002 (Attachment 17)

²¹ [redacted] Jul 2002 (Attachment 18)

²² [redacted] Aug 2002 (Attachment 19)

²³ Interview of [redacted] Dec 2002 (Attachment 15)

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SUBJECT: (S) Death Investigation - Gul RAHMAN

indicating "sooner is better."²⁴ On [redacted] November 2002, [redacted] BOP officers arrived in [redacted] and trained the [redacted] guards from [redacted] November. BOP instructors trained [redacted] guards in restraint techniques, escort procedures, security checks, entrance procedures, cell searches, watch calls, and patdown searches. BOP also made a number of recommendations to improve the security of the prison.²⁵

[redacted]

6. (TS) [redacted] prison guards are [redacted] highly cooperative with [redacted] personnel.

[redacted]

²⁸ The guards [redacted]

[redacted] do whatever they are told to do by [redacted] personnel, and often will not do anything until told to do so by [redacted] personnel.²⁹ All activities that Station officers wish to undertake at the facility are fully supported and rapidly carried out by the guard force. [redacted] stated, that although they will do anything he asks of them, nothing prevents the guards from taking independent action. If a guard noticed that a prisoner was cold, he could give the prisoner a blanket.³⁰ That said, [redacted]

CIA Staff Officer

[redacted] believed that the guards would take no independent action at that prison without permission from [redacted].

CIA Staff Officer

[redacted] the [redacted] guards [redacted] does not want any of the prisoners to die, no matter how good or bad they are. He told the guards that this (ensuring the well being of the prisoner) was their responsibility.³¹ According to [redacted] Station has recently made an effort to instill this responsibility in the guard force by appointing one of the

CIA Staff Officer

[redacted] (Attachment 20)
[redacted] (Attachment 21)

²⁶ Interview of [redacted] Nov 2002 (Attachment 13)
²⁷ Interview of [redacted] Dec 2002 (Attachment 15)
[redacted] Sep 2002 (Attachment 11)

²⁹ Interview of [redacted] Nov 2002 (Attachment 13)
³⁰ Interview of [redacted] Nov 2002 (Attachment 13)
³¹ Interview of [redacted] Nov 2002 (Attachment 22)

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A24-7

~~TOP SECRET//XI~~

SUBJECT: (S) Death Investigation - Gul RAHMAN

guards responsible for detainee safety. This particular guard, [redacted] has been identified by Station personnel and BOP personnel as one of the best [redacted] guards.³²

7. (S) Heating and cooling are problematic at the prison facility. There is no insulation in the building and no central heating or cooling. [redacted]

[redacted] The facility is hot in the summer and cold in the winter. There are ceiling fans that help cool the facility in the summer. According to [redacted] in late September 2002, Station purchased 10 electric heaters that were delivered in early October 2002. Five of the electric heaters were placed in the administrative section of the prison and five were placed in the guard shacks. They could not place any of the electrical heaters in the prisoner housing area [redacted]

CIA Staff Officer

[redacted] In mid-October 2002, five gas heaters were purchased and delivered sometime shortly thereafter. All five gas heaters were placed in the guard towers. In early November 2002, five more gas heaters were purchased and delivered at a later date. These heaters were placed in the housing area of the prison. These heaters were in place prior to RAHMAN's death. On [redacted] November 2002, the day of RAHMAN's death, five more gas heaters were ordered and set up in the housing area circa [redacted] November 2002. On [redacted] November 2002, 15 more gas heaters were ordered and set up sometime in December 2002. Some were used to replace broken heaters.³⁴ According to [redacted] there are approximately 15 gas heaters currently set up in the prisoner housing area.³⁵ [redacted] has now placed a thermometer inside the housing area [redacted]

CIA Staff Officer

CIA Staff Officer

³² Interview of [redacted] Dec 2002 (Attachment 15)
³³ Interview of [redacted] Dec 2002 (Attachment 15)
³⁴ Lotus Note from [redacted] Nov 2002 (Attachment 23)
³⁵ Interview of [redacted] Dec 2002 (Attachment 15)

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A24-8

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SUBJECT: (S) Death Investigation - Gul RAHMAN
CIA Staff Officer

[redacted] stated that he has requested that the guards record the temperatures in the housing area each day.³⁶

COBALT

8. (S) From the conception of [redacted] Headquarters and [redacted] Station have made efforts to ensure the physical health of the detainees. On [redacted] June 2002, [redacted] Station cabled Headquarters and stated the following:

"Station can support initial, non-emergency medical treatment with use of Station medics. [redacted]

[redacted] Station has requested that a small medical room be constructed [redacted], so that detainees may receive medical care via visiting medical personnel within the facility."³⁷

[redacted]

[redacted]

³⁶ Interview of [redacted] 19 Dec 2002 (Attachment 15)

³⁷ [redacted] Jun 2002 (Attachment 24)

³⁸ [redacted] Jul 2002 (Attachment 25)

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A24-9

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SUBJECT: (S) Death Investigation - Gul RAHMAN



Note: CIA was already funding the operation of the facility to include all prison expenses.

10. (S) According to [redacted] a CIA medical officer TDY to [redacted], at the end of August 2002, [redacted] had agreed to provide [redacted] physician to examine the prisoners. As of [redacted] November 2002, [redacted] has failed to do so. As a result, Station assumed by default the responsibility of taking care of the prisoner's health care needs. [redacted] stated that he first visited [redacted] on [redacted] November 2002, shortly after his arrival for his second TDY to [redacted]. [redacted] stated that if a prisoner becomes ill, he and another Station medic go to [redacted] and treat them. [redacted] stated that his guidelines for treating the prisoners were vague and needed to be further defined. [redacted] stated that he called the Acting Chief of the Office of Medical Services, [redacted] (OMS [redacted]) and asked for guidance. [redacted] was told, "the Hippocratic Oath states that if someone is sick, you treat them."⁴⁰

11. (S) [redacted] dated [redacted] November 2002, provides a detailed outline of Station's medical support to the detainees at [redacted]. The cable is quoted below in its entirety: [redacted] COBALT

SUBJECT: [redacted] STATION MEDICAL SUPPORT TO
 DETAINEES [redacted]

REF: NONE

TEXT:

- 1. ACTION REQUIRED: NONE, FYI ONLY.

[redacted] Aug 2002 (Attachment 26)
⁴⁰ Interview of [redacted] Nov 2002 (Attachment 27)
 9

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A24-10

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SUBJECT: (S) Death Investigation - Gul RAHMAN

2. [] STATION MEDICAL PERSONNEL PROVIDE SUPPORT TO CIA RENDITIONS AND []
[] DETAINEE PROGRAMS. [] MEDICAL PERSONNEL ARE ALL [] PHYSICIAN ASSISTANTS OR NURSE PRACTITIONERS. ONE TO TWO [] PERSONNEL ARE ASSIGNED TDY [] AT ANY GIVEN TIME.

3. [] STANDARD RENDITION PROCEDURE REQUIRES THAT ONE MEDICAL OFFICER PARTICIPATE IN ALL RENDITIONS. THE REASON FOR THIS IS THREEFOLD. FIRST, TO ENSURE THAT THE DETAINEE DOES NOT HAVE ANY ITEMS CONCEALED ON HIS PERSON WHICH MIGHT BE USED AS A WEAPON (THROUGH A COMPLETE FULL-BODY AND CAVITY SEARCH). SECOND, TO DETERMINE THE INITIAL MEDICAL CONDITION OF THE DETAINEE; AND THIRD, TO STABILIZE THE CONDITION OF THE DETAINEE DURING THE RENDITION - INCLUDING SEDATION IF NECESSARY.

[] STATION MEDICAL PERSONNEL ALSO PROVIDE SUPPLEMENTAL MEDICAL SUPPORT ON AN AS-NEEDED BASIS. THIS TYPICALLY CONSISTS OF TREATMENT FOR ACUTE MEDICAL PROBLEMS AND FOLLOW-UP TREATMENT FOR PRE-EXISTING MEDICAL CONDITIONS.

A24-11

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SUBJECT: (S) Death Investigation - Gul RAHMAN

[REDACTED]

THE COBALT

COBALT

LAST REGULAR ASSISTANCE VISIT TO [REDACTED] WAS CONDUCTED FROM [REDACTED] NOVEMBER 2002. THE NEXT PLANNED VISIT WILL BE DURING [REDACTED] WEEK OF NOVEMBER 2002. BASED ON THE LAST VISIT, FOLLOW-UP CARE WAS PROVIDED TO SEVERAL INMATES FROM [REDACTED] NOVEMBER 2002.

[REDACTED]

COBALT

DURING THE MOST RECENT

SCHEDULED VISIT TO [REDACTED] DETAINEES WHO PREVIOUSLY IDENTIFIED THEMSELVES AS DIABETICS WERE TESTED FOR BLOOD SUGAR LEVELS (WHICH WERE NORMAL), [REDACTED] DETAINEE WITH A VARIETY OF PRE-EXISTING CONDITIONS WAS PRESCRIBED FIVE DIFFERENT MEDICATIONS, AND SEVERAL DETAINEES WERE PRESCRIBED MILD PAIN RELIEVERS. URINE TESTING OF THE

COBALT

INMATES INDICATED ALL OF THE [REDACTED] DETAINEES WERE RECEIVING SUFFICIENT NOURISHMENT AND HYDRATION. ALL OF THE DETAINEES AT [REDACTED] (WITH THE EXCEPTION OF GUL RAHMAN) HAVE BEEN FULLY COOPERATIVE WITH THE MEDICAL PERSONNEL IN RESPONDING TO QUESTIONS ABOUT THEIR HEALTH AND WELFARE. THE ONE EXCEPTION, GUL RAHMAN, WOULD ONLY STATE THAT "THANKS TO GOD, ALL IS WELL" IN RESPONSE TO QUESTIONING.

COBALT

12. (S) Additionally, prisoners with significant health problems are not accepted at [REDACTED] During a proposed rendition of a detainee with a [REDACTED] condition, [REDACTED] Station provided the following guidance: "If Subject does have a significant [REDACTED] condition, Subject should not be transferred to [REDACTED] Appropriate specialized medical care is not available [REDACTED] No unlawful enemy combatant with pre-existing medical conditions can be brought to [REDACTED] If there is reason

COBALT

COBALT

COBALT

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A24-12

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SUBJECT: (S) Death Investigation - Gul RAHMAN

to believe that Subject has a [redacted] condition, he should be transferred [redacted]

TREATMENT OF PRISONERS
COBALT

13. (S) [redacted] was constructed as a result of shortcomings in the handling of detainees [redacted]

[redacted] was designed to isolate and enhance control over the prisoners.⁴²

COBALT

CIA Staff
Officer

14. (S) [redacted] a [redacted] Officer, is responsible for detainee affairs at [redacted] Station, and is viewed by Station management and personnel as the "site manager." [redacted] arrived in [redacted] on [redacted] August 2002.

CIA Staff
Officer

Prior to his arrival in [redacted] [redacted] did not know he would be responsible for detainee affairs. [redacted] stated that he learned that he would have this responsibility approximately three days after his arrival in [redacted]

CIA Staff
Officer

CIA Staff
Officer

[redacted] had no prior experience in interrogation or prison operations prior to his arrival in [redacted] aside from four days as a detainee during Survival, Evasion, Resistance, Escape (SERE) training [redacted]

CIA Staff
Officer

According to [redacted] this training provided him with some understanding as to how prisoners would react to various handling, treatment, and interrogation methods.

COBALT

[redacted] was approximately one month short of being operational at the time of [redacted] arrival. In addition to assuming control over the final construction details of [redacted]

CIA Staff
Officer

CIA Staff
Officer

COBALT

[redacted] was also responsible for coordinating interrogations [redacted] and coordinating renditions of high and medium value terrorist targets throughout [redacted]

[redacted]. In conjunction with his [redacted]

[redacted] Oct 2002 (Attachment 28)
Apr 2002 (Attachment 29)

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A24-13

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SUBJECT: (S) Death Investigation - Gul RAHMAN

COBALT

CIA Staff Officer

duties as [redacted] "site manager," [redacted] was responsible for devising the operating procedures for [redacted] These COBALT procedures concerned the handling and treatment of prisoners and the operation of the facility.⁴³

15. (S) John B. Jessen (known by the name Bruce), a Psychologist who works for CIA as an independent contractor, and is involved in the use of enhanced interrogation techniques with high value targets, spent two and a half weeks at [redacted] from early-to mid-November 2002. Jessen worked directly with [redacted] on

COBALT

CIA Staff Officer

COBALT

RAHMAN and other detainees at [redacted] Jessen has a Ph.D. in Clinical Psychology, and spent 20 years on active duty with the US Air Force as a Psychologist. After his retirement from the Air Force, Jessen spent eight years as a DOD civilian Psychologist. During his tenure with the Air Force and DOD, Jessen worked on captivity related issues. While on active duty, he served as a Psychologist with the Joint Personnel Recovery Agency. While employed as a civilian with DOD, Jessen was the Senior Psychologist for the SERE program. Jessen was able to observe

COBALT

CIA Staff Officer

CIA Staff Officer

operations at [redacted] and had discussions with [redacted] regarding methods of handling, treating, and interrogating prisoners. Jessen also made some recommendations to [redacted] to improve operations at the facility. Jessen stated COBALT [redacted] did a great job setting up [redacted] Jessen

CIA Staff Officer

described [redacted] as being very bright, motivated, and possessing good intuition. Jessen said [redacted] was doing a great job with the guard force. [redacted] was very level headed and acted in a measured manner. Jessen said the atmosphere of the facility was excellent for the type of prisoners kept there - "nasty, but safe." Jessen commented

CIA Staff Officer

that although [redacted] had never worked in this line of business prior to arriving in [redacted] he did not see any "hiccups" in security or prisoner safety. Jessen commented that he would be pleased to work with [redacted] in the future, and believed that [redacted] should be a member of [redacted]

CIA Staff Officer

CIA Staff Officer

⁴³ Interview of [redacted] Dec 2002 (Attachment 15)

⁴⁴ Interview of John B. Jessen, 9 Jan 2003 (Attachment 30)

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A24-14

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SUBJECT: (S) Death Investigation - Gul RAHMAN

COBALT

CIA Staff
Officer

16. (S) Although [] does not have a written set of Standard Operating Procedures (a flaw noted by Jessen), [] has established a standard method of operation. For security reasons, prisoners are brought to the facility with their hands and feet shackled. Blindfolds are placed over their eyes and a hood is placed over their heads. Ear plugs are also placed in their ears. This is done so that prisoners have no knowledge of where they are being housed, cannot hear what is being said around them, and have no idea if they are alone or with other prisoners. Additionally, it prevents any form of communication between prisoners. Prisoners are handled by guards in complete silence. Hand signals are used by the guards to communicate with each other. Prisoners are dressed in sweatsuits and adult diapers. The diapers are used for sanitary reasons during transportation, and as a means to humiliate the prisoner. When prisoners are delivered to their cell, one hand or foot is shackled to the wall. This is done for the safety of the guard. Later, the manner in which a prisoner is shackled is based on his level of cooperation and the danger he presents to the guards. However, all prisoners are shackled in some manner. If they are not shackled to the wall, their hands and feet may be shackled. If a prisoner is uncooperative, or presents a significant physical threat to the guards, he may be shackled in a "short chain" position. This method was taught to the guards by BOP instructors as a safer alternative to hog-tying prisoners. Hog-tying prisoners has resulted in a number of deaths in the US, and the "short chain" method is safer for the prisoners while still providing a higher degree of safety and security for the guards. In the "short chain" method, the prisoner's hands are shackled together as are his feet. Then a short chain is used to shackle the hands to the feet. This keeps a prisoner's hand shackled within several inches of his feet. The prisoner's feet are then shackled to the wall. This provides for the maximum degree of control over the prisoner while allowing for prisoner safety.⁴⁵

CIA Staff Officer

⁴⁵ Interview of [] Dec 2002 (Attachment 15)

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A24-15

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SUBJECT: (S) Death Investigation - Gul RAHMAN

17. (S) Prior to the guards' departure from the cell, the hood, blindfold, and ear plugs are taken from the prisoner. Prisoners are housed in total darkness. [redacted] stated that this is done for a couple of reasons. [redacted] stated that he wanted to disorient prisoners so they didn't know if it was day or night. [redacted]

CIA Staff
Officer

Additionally, music is played in the prisoner housing area 24 hours a day. This is done to prevent prisoners from communicating with each other.⁴⁶

18. (S) Sleep deprivation is also used to enhance successful interrogation. The decision to use sleep deprivation is made by the individual CIA officer who is working with a particular prisoner. When sleep deprivation is utilized, the prisoner is chained by one or both wrists to a bar running across the ceiling of the cell. This forces the prisoner to stand. [redacted] stated that he consulted with Jessen and was told that no prisoner should undergo more than 72 hours of sleep deprivation because lucidity begins to decline and questioning become ineffective.⁴⁷ During our interview with Jessen, he stated that sleep deprivation could be used indefinitely without harming the prisoner; however, you could not chain him overhead indefinitely.

CIA Staff
Officer

19. (S) Often, prisoners who possess significant or imminent threat information are stripped to their diapers during interrogation and placed back into their cells wearing only diapers. This is done solely to humiliate the prisoner for interrogation purposes. When the prisoner soils a diaper, they are changed by the guards. Sometimes the guards run out of diapers and the prisoners are placed back in their cells in a handcrafted diaper secured by duct tape. If the guards don't have any available diapers, the prisoners are rendered to their cell nude.⁴⁸

CIA Staff Officer

⁴⁶ Interview of
⁴⁷ Interview of
⁴⁸ Interview of

Dec 2002 (Attachment 15)
Dec 2002 (Attachment 15)
Dec 2002 (Attachment 15)

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A 24-16

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SUBJECT: (S) Death Investigation - Gul RAHMAN

20. (S) Prisoners' cells are austere. A prisoner begins his confinement with nothing in his cell except a bucket used for human waste. Prisoners are given rewards for cooperation. Rewards can consist of a light, "foamies" for the prisoners' ears (blocks out the music), a mat to sleep on, extra blankets, etc. Additionally, a luxury room has been built which has a light, a rocking chair, a table, and carpeting on the floor. Prisoners are not punished for lack of cooperation. Instead, rewards that they have received for cooperation are taken from them if they become uncooperative.⁴⁹

21. (S) When guards move prisoners from their cell to the interrogation room, usually [redacted] guards enter the cell with a flashlight. A hood is placed over the prisoner's head and he is lead to the interrogation room in shackles. The guards do not speak to the prisoners and all communication between the guards is completed with hand signals. Once the detainee is placed in the interrogation room the guards depart, and the hood is removed by [redacted] personnel. Every effort is made to ensure that the only person a detainee communicates with is his CIA interrogator.⁵⁰

DEATH OF GUL RAHMAN

22. (S) Gul RAHMAN was a Hezbi Islami official from Wardak province, Afghanistan, who was known to interact with and support Al Qa'ida. He was known to be a close associate of Gulbuddin Hekmatyar and Abu Abd Al-RAHMAN Al-Najdi.

[redacted]

Jessen stated that [redacted]

Station

CIA Staff Officer

⁴⁹ Interview of [redacted] Dec 2002 (Attachment 15)

⁵⁰ Interview of [redacted] Dec 2002 (Attachment 15)

⁵¹ Alec [redacted] Oct 2002 (Attachment 31)

⁵² Alec [redacted] Nov 2002 (Attachment 32)

⁵³ [redacted] Nov 2002 (Attachment 33)

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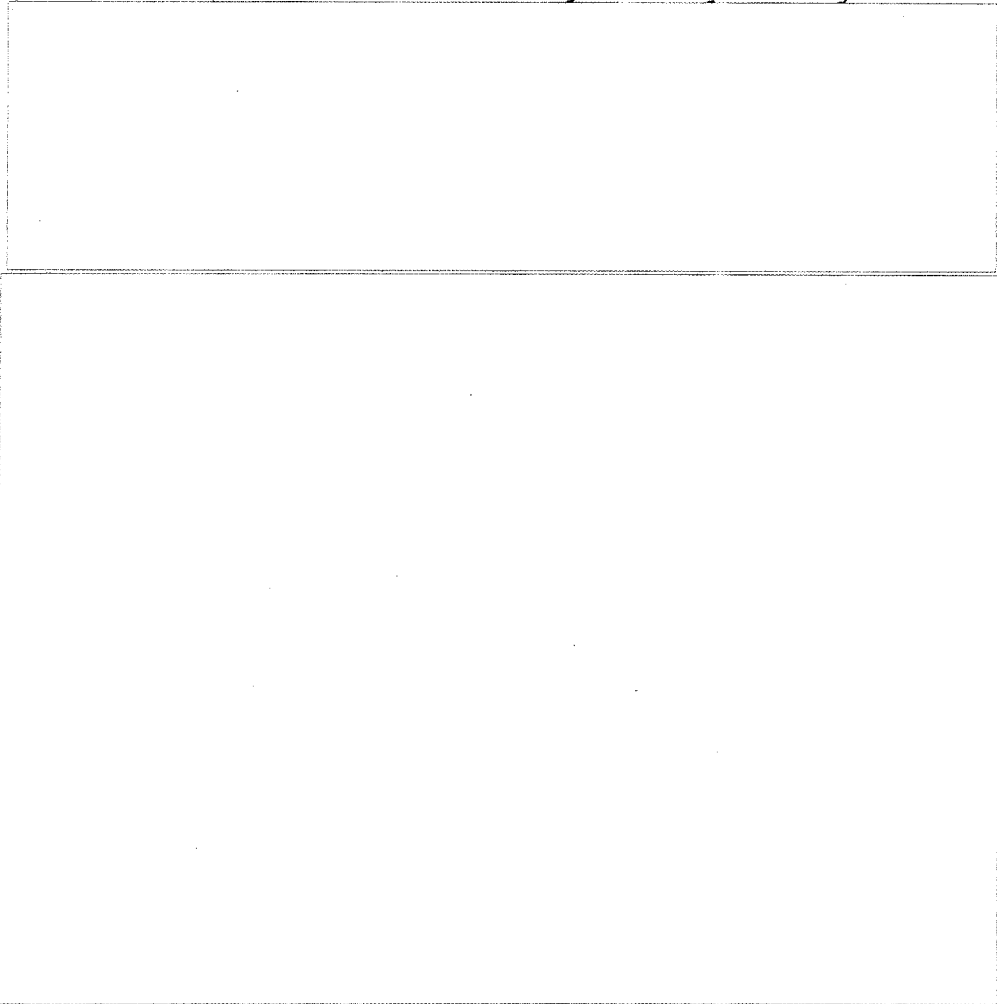
A24-17

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SUBJECT: (S) Death Investigation - Gul RAHMAN

was very optimistic that they had somebody who was going to have some good information.⁵⁴

23. (S) RAHMAN was apprehended in Islamabad, Pakistan on [] October 2002, during an early morning raid



⁵⁴ Interview of John B. Jessen, 9 Jan 2003 (Attachment 30)
[] Oct 2002 (Attachment 34)

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SUBJECT: (S) Death Investigation - Gul RAHMAN

[Redacted]

27. (S) On [Redacted] November 2002, Headquarters agreed in

transferring him to [Redacted]

COBALT

[Redacted]

56 [Redacted] Oct 2002 (Attachment 34)

57 [Redacted] Nov 2002 (Attachment 35)

58 Alec [Redacted] Nov 2002 (Attachment 36)

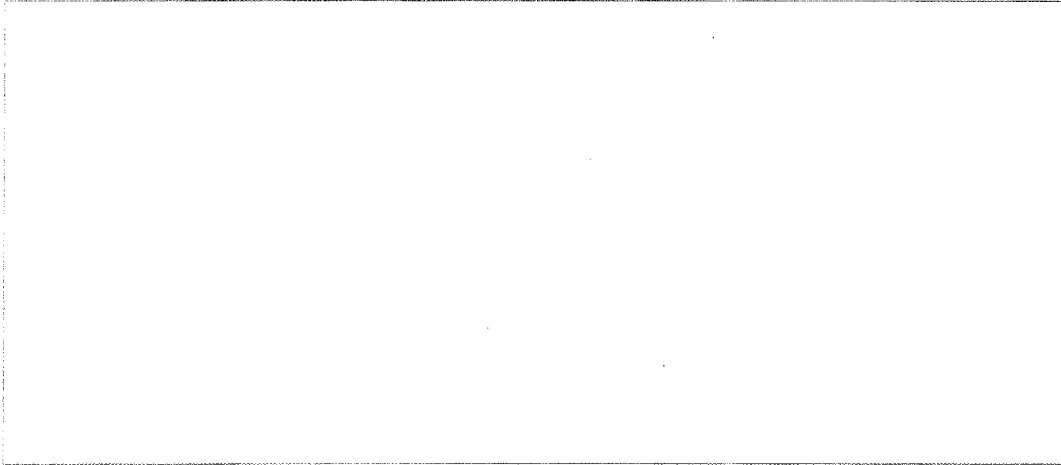
59 Alec [Redacted] Nov 2002 (Attachment 37)

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A24-19

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SUBJECT: (S) Death Investigation - Gul RAHMAN



29. (S) Later that day, RAHMAN [redacted] were flown from [redacted] where they were subsequently transferred to [redacted].⁶¹ Upon RAHMAN's arrival at

COBALT

COBALT

CIA Staff
Officer

[redacted] he was given a physical examination and all of his personal clothes and effects were removed. He was dressed in standard prison garb and placed in a single cell.⁶² [redacted] described the standard prison garb as a sweatshirt and sweat pants. RAHMAN was also wearing an adult diaper that was placed on him in [redacted]. This is done because prisoners are not allowed to use bathroom facilities on the airplane during rendition, and later as a means of humiliation. According to standard operating procedures, one of RAHMAN's hands or feet would have been shackled to the wall when he was placed in his cell.

CIA Staff
Officer

According to [redacted] the physical examination of RAHMAN took place in [redacted]. [redacted] stated that there are a number of reasons for the physical examination. One reason is so that Station can conduct a body cavity search to ensure the prisoner is not carrying a weapon or some other substance. The second reason is so that Station can ensure that the prisoner is in good enough condition to travel and be housed at [redacted]. Lastly, [redacted] indicated that the physical examination serves to document if a prisoner has been beaten or traumatized. The person conducting the

COBALT

CIA Staff
Officer

⁶⁰ [redacted] Nov 2002 (Attachment 38)

⁶¹ [redacted] Nov 2002 (Attachment 39)

⁶² [redacted] Nov 2002 (Attachment 40)

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A24-20

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SUBJECT: (S) Death Investigation - Gul RAHMAN

CIA Staff Officer

CIA Staff
Officer

physical exam would note such observations. [] also indicated that the prisoner would be photographed. A search of cable traffic related to RAHMAN found no record of any reporting indicating that any injuries or health conditions were noted. [] stated that they keep no medical records on the prisoners and the digital photographs taken of RAHMAN at rendition have long been overwritten.^{63 64}

COBALT

CIA Staff
Officer

30. (S) According to Jessen, he was at [] in early November 2002, in conjunction with the interrogations of a few other prisoners. Although Jessen's recollections were fuzzy, Jessen recalled that he might have been present during the first interrogation of RAHMAN at [] COBALT
Jessen recalled that [] approached him, and they discussed strategies to use during his interrogation.

CIA Staff
Officer

Jessen stated that he believes [] conducted the first interrogation, and he watched from behind the lights. Jessen stated that they talked afterwards and collaborated on some approaches he might want to take.⁶⁵

CIA Staff
Officer

31. (S) Cable traffic reflects that on [] and [] November 2002, [] and Jessen interrogated RAHMAN. The cable goes on to state that despite 48 hours of sleep deprivation, auditory overload, total darkness, isolation, a cold shower, and rough treatment, RAHMAN maintained a high interrogation resistance posture and continued to deny that he was RAHMAN, despite overwhelming evidence to the contrary. His resistance posture suggested a sophisticated level of resistance training. The cable cited several examples of his interrogation resistant behavior:

- o Remained steadfast in outright denials (ignored obvious facts).
- o Was unresponsive to provocation.
- o Claimed inability to think due to conditions (cold)
- o Complained about poor treatment.

CIA Staff Officer

⁶³ Lotus Note from [] to [] Jan 2003 (Attachment 41)⁶⁴ Interview of [] Dec 2002 (Attachment 15)⁶⁵ Interview of John B. Jessen, 9 Jan 2003 (Attachment 30)

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SUBJECT: (S) Death Investigation - Gul RAHMAN

- o Complained about the violation of his human rights.
- o Remained consistently unemotional, calm, and composed.
- o Blatantly lied while attempting to appear sincere in his desire to cooperate.
- o Consistently used his cover story.
- o Displayed no anxiety (calmly picked at his skin/nails during confrontations with damning evidence against him.
- o Was unfazed by physical and psychological confrontations.⁶⁶

COBALT
CIA Staff Officer

32. (S) Cable traffic reflects that sleep deprivation for RAHMAN began almost immediately after his arrival at [redacted] Jessen stated that he believed that RAHMAN's sleep deprivation started from the beginning. According to [redacted], RAHMAN's clothes were taken from him at this point, and he was left wearing a diaper. During the period of sleep deprivation, RAHMAN's arms were shackled to a bar that ran between the walls of the cell. This prevented RAHMAN from sitting down.^{67 68}

COBALT
CIA Staff Officer

33. (S) During the first few days of RAHMAN's incarceration at [redacted] cable traffic also reflects that he received a cold shower. During our interview with [redacted] he indicated that RAHMAN received a cold shower because the water heater was not working. Jessen stated that he was deliberately given a cold shower as a deprivation technique. Cable traffic tends to support Jessen's statements. Jessen stated that after RAHMAN received the cold shower, he saw RAHMAN standing with the guards. Jessen stated that RAHMAN was shivering and showing early signs of hypothermia. Jessen instructed the guards to provide RAHMAN with a blanket, which they did.^{69 70}

34. (S) Cable traffic also reflects that during his first two days of incarceration, RAHMAN underwent "rough

⁶⁶ [redacted] Nov 2002 (Attachment 33)

⁶⁷ Interview of John B. Jessen, 9 Jan 2003 (Attachment 30)

⁶⁸ Interview of [redacted] Dec 2002 (Attachment 15)

⁶⁹ Interview of [redacted] Dec 2002 (Attachment 15)

⁷⁰ Interview of John B. Jessen, 9 Jan 2003 (Attachment 30)

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CIA Staff Officer

A24-22

TOP SECRET//XI

SUBJECT: (S) Death Investigation - Gul RAHMAN

CIA Staff Officer

treatment." [redacted] stated that they occasionally pushed and shoved RAHMAN while he had a hood over his head to disorient him and scare him. Jessen described witnessing what he termed "a rough takedown." Jessen stated that when a detainee is strong and resilient, you have to establish control or you are not going to get anywhere. So you try different techniques to try to get him to open up. One of them is rough threatening treatment. The treatment is never to the point that you hurt the prisoner physically, you simply want to instill fear and despair in the prisoner. [redacted] came up with the idea of the hard takedown and asked Jessen for his thoughts. While Jessen has not used this technique at facilities at which he has worked, and had never seen one conducted, he thought it was worth trying. According to Jessen, there were approximately [redacted] CIA officers from the [redacted] team. Each one had a role during the takedown and it was thoroughly planned and rehearsed. They opened the door of RAHMAN's cell and rushed in screaming and yelling for him to "get down." They dragged him outside, cut off his clothes and secured him with Mylar tape. They covered his head with a hood and ran him up and down a long corridor adjacent to his cell. They slapped him and punched him several times. Jessen stated that although it was obvious they were not trying to hit him as hard as they could, a couple of times the punches were forceful. As they ran him along the corridor, a couple of times he fell and they dragged him through the dirt (the floor outside of the cells is dirt). RAHMAN did acquire a number of abrasions on his face, legs, and hands, but nothing that required medical attention. (This may account for the abrasions found on RAHMAN's body after his death. RAHMAN had a number of surface abrasions on his shoulders, pelvis, arms, legs, and face.) At this point, RAHMAN was returned to his cell and secured. Jessen stated that [redacted] may have spoken to RAHMAN for a few moments, but he did not know what [redacted] said. Jessen stated that after something like this is done, interrogators should speak to the prisoner to "give them something to think about."^{71 72}

CIA Staff
OfficerCIA Staff
OfficerCIA Staff
Officer⁷¹ Interview of [redacted] Dec 2002 (Attachment 15)⁷² Interview of John B. Jessen, 9 Jan 2003 (Attachment 30)

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A 24-23

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SUBJECT: (S) Death Investigation - Gul RAHMAN

COBALT

35. (S) On [] November 2002, [] Station forwarded a cable to Headquarters indicating that to date, RAHMAN had provided no information to his interrogators. He still refused to admit his true name was Gul RAHMAN. He appeared somewhat fatigued relative to his appearance upon arrival at [] and remained resolutely defiant as interrogators attempted to obtain information from him. Station believed that physical pressure was unlikely to change RAHMAN's attitude, but alternative psychological pressures may have more success.

[]

CIA Staff
Officer

36. (S) On [] November 2002, Station Officers [] Jessen, [] again met with RAHMAN. "RAHMAN had spent the days since his last session with Station officers in cold conditions with minimal food or sleep. RAHMAN appeared incoherent for portions of this session, but was completely lucid by mid-session."⁷⁴ During this session, RAHMAN finally admitted that he was indeed Gul RAHMAN.

[]

⁷³ [] Nov 2002 (Attachment 42)

⁷⁴ [] Nov 2002 (Attachment 43)

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A24-24

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SUBJECT: (S) Death Investigation - Gul RAHMAN

[redacted] cable detailing this session reads as follows:

COBALT *Assessment: RAHMAN was finally showing the results of his stay at [redacted] during this session. While he was still clearly resisting, we believe he may have chosen to compromise somewhat in exchange for improved conditions. However, it was also possible that RAHMAN was so fatigued that he was unable to consistently stay with his cover story even if he wished to do so. During portions of interrogation, RAHMAN was confused as to his location, and the passage of time. At other times he would forget what he had been asked [redacted] would have to recapture his attention. It is difficult to know precisely how much of his behavior was feigned and how much was a result of his physical and psychological condition; however, IC Jessen's impression was that he continues to use 'health and welfare' behaviors and complaints as a major part of his resistance posture. After the session, RAHMAN was afforded some improvement in his conditions. Interrogators plan to reinterview RAHMAN on [redacted] November."⁷⁵

CIA Staff Officer

37. (S) [redacted] and Jessen both attributed this small interrogation breakthrough to the pressure techniques used on RAHMAN. Jessen stated that he believed RAHMAN would have never made the admission without the pressures placed on him. Jessen stated that he considered RAHMAN's

admission of his identity as a breakthrough but did not believe that RAHMAN had been "broken." Jessen stated that he believes RAHMAN made a compromise. He knew he was in trouble and knew we had a lot of evidence that he was RAHMAN. Jessen believes that RAHMAN knew that he could give up his identity and possibly get a little better treatment, but still protect the information that was important to him.^{76 77}

⁷⁵ [redacted] Nov 2002 (Attachment 43)

⁷⁶ Interview of John B. Jessen, 9 Jan 2003 (Attachment 30)

⁷⁷ Interview of [redacted] Dec 2002 (Attachment 15)

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SUBJECT: (S) Death Investigation - Gul RAHMAN

38. (S) On [] November 2002, Headquarters requested that psychologist ICs Jessen and James E. Mitchell conduct a psychological assessment exam of RAHMAN to determine which interrogation measures would be required to render RAHMAN compliant. The cable stated that Headquarters was motivated to extract any and all operational information on Al-Qa'ida and Hezbi Islami from RAHMAN. The cable noted that it was the assessment of the debriefers that RAHMAN may need to be subjected to enhanced interrogation measures to induce him to comply.

[] Headquarters requested that the results of the examination be sent to Headquarters where a determination on the course of action could be made.⁷⁸

39. (S) On that same day [] November 2002), Jessen conducted a psychological captivity assessment of RAHMAN. Jessen found that RAHMAN was able to accurately describe the circumstances, time, and location of his capture he was able to identify those captured with him. He was slow to answer some questions, which Jessen attributed to fatigue and active resistance. He was able identify all members of his family, their ages, and places of birth. Questions that were non-sensitive to his resistance posture were answered quickly and accurately. Sensitive questions yielded stalling and prevarication. Throughout this evaluation and the six interrogation sessions Jessen participated in up to that point, Jessen saw no signs of psychopathology. RAHMAN did feign incoherence and profound confusion at times, but would immediately revert to a coherent dialogue when it was in his best interest. Jessen assessed RAHMAN as being of above average intelligence. Jessen stated that RAHMAN was a mentally stable individual exhibiting extraordinary resilience in his ability to withstand the vicissitudes of captivity and persist in

⁷⁸ Alec [] Nov 2002 (Attachment 32)

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SUBJECT: (S) Death Investigation - Gul RAHMAN

an effective resistance posture. There was no indication that RAHMAN suffered from any psychopathology nor that he would be profoundly or permanently affected by continuing interrogations, to include HVT enhanced measures.⁷⁹

40. (S) In the last paragraph of Jessen's mental examination report, Jessen recommended an interrogation plan for RAHMAN. The last paragraph of the cable reads as follows:

"Interrogation Plan Recommendation: Because of his [RAHMAN's] remarkable physical and psychological resilience and determination to persist in his effective resistance posture, employing enhanced measures is not the first or best option to yield positive interrogation results. In fact, with such individuals, increasing physical pressures often bolsters their resistance. The most effective interrogation plan for Gul RAHMAN, is to continue environmental deprivations he is experiencing and institute a concentrated interrogation exposure regimen. This regimen would consist of repeated and seemingly constant interrogations (18 out of 24 hours per day). These interrogations should be coordinated and present with the same set of key subject areas. Interrogators should have the flexibility and insight to deviate with the Subject when he begins to move in a desired direction. It will be the consistent and persistent application of deprivations (sleep loss and fatigue) and seemingly constant interrogations, which will be most effective in wearing down this Subject's resistance posture. It will be important to manage the deprivations so as to allow Subject adequate rest and nourishment so he remains coherent and capable of providing accurate information. The station physician should collaborate with the interrogation team to achieve this optimum balance. It is reasonable to expect two weeks or more of this regimen before significant movement occurs."⁸⁰

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Nov 2002 (Attachment 44)

Nov 2002 (Attachment 44)

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SUBJECT: (S) Death Investigation - Gul RAHMAN

41. (S) On [] November 2002, [] Station Medical Officer, [] examined Gul RAHMAN and found no health problems.⁸¹

CIA Staff
Officer

42. (S) The afternoon of [] November 2002, was the last time [] saw RAHMAN alive. At that time, [] assessed RAHMAN to be in good overall health. [] noted that RAHMAN had small abrasions on his wrist and ankles as a result of the restraints. His ankle restraints were loosened, and his hand restraints were removed when RAHMAN was returned to his cell.⁸² According to [] RAHMAN had complained that he was cold, so [] gave him a sweatshirt.⁸³

CIA Staff
Officer

43. (S) According to [] Guard [] RAHMAN was fed at 2100 on [] November 2002. Because prisoners are fed one large meal a day, and because of RAHMAN's actions on the following day, this is the last meal RAHMAN consumed prior to his death.⁸⁴

44. (S) According to [] RAHMAN was fed again at 1500 on [] November 2002.⁸⁵ According to numerous sources, when the guards gave RAHMAN his food, he threw the plate, waterbottle, and waste bucket at the guards. He began yelling at the guards, repeating his threat, last stated approximately one week prior, that he knew their faces and he would kill them when he got out of the prison. As a result of his violent behavior, [] ordered that the guards put RAHMAN's hand restraints back on to prevent him from taking any other violent actions.⁸⁶ The guards proceeded to shackle RAHMAN to the wall of his cell in a short chain position. (In the "short chain" method, the prisoner's hands are shackled together as are his feet. Then a short chain is used to shackle the hands to the

CIA Staff
Officer

⁸¹ Interview of [] Nov 2002 (Attachment 27)

⁸² [] Nov 2002 (Attachment 40)

⁸³ Interview of [] Dec 2002 (Attachment 15)

⁸⁴ Interview of [] Nov 2002 (Attachment 45)

⁸⁵ Interview of [] Nov 2002 (Attachment 45)

⁸⁶ [] Nov 2002 (Attachment 40)

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A24-28

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SUBJECT: (S) Death Investigation - Gul RAHMAN

feet. This keeps a prisoner's hand shackled within several inches of his feet. The prisoner's feet are then shackled to the wall). The only clothing being worn by RAHMAN at this point was the sweatshirt given to him by [] the day before. RAHMAN was nude from the waist down. RAHMAN had been nude, with the exception of a diaper for most of his incarceration. There is uncertainty as to when RAHMAN's diaper had been removed. As of approximately 1500 on [] November 2002, RAHMAN was shackled in a sitting position on bare concrete while nude from the waist down. The manner in which he was shackled prevented him from standing upright.

CIA Staff Officer

45. (S) The [] guards made their normal rounds to check on the prisoners on [] November 2002, at 2200 and 2300. The guards did not enter RAHMAN's cell, but visually inspected him from the outside using a flashlight.⁸⁷ According to [] guard [] he and [] checked RAHMAN's cell at 0400 on [] November 2002. [] stated that they looked into his cell and whistled. RAHMAN was sitting in his cell, alive and shaking.⁸⁸ At 0800, [] guards [] made the rounds to check on the prisoners. According to the guards, RAHMAN was alive, sitting on the floor and shaking. [] noted that RAHMAN's eyes were open and blinking. [] said RAHMAN's shaking did not seem unusual because all of the prisoners shake.⁸⁹ According to [] guard [] he checked RAHMAN's cell at 1000. He noted that the prisoner was lying on his side. [] tapped the door with his nightstick; however, the prisoner did not move. At that point, [] sought out [] a CIA TDY'er who was at [] to debrief other detainees.⁹⁰

COBALT

46. (S) According to interviews conducted with [] Agency personnel present at [] when RAHMAN's body was discovered, [] were []

COBALT

⁸⁷ [] Nov 2002 (Attachment 40)

⁸⁸ Interview of [] Nov 2002 (Attachment 45)

⁸⁹ Interviews of [] Nov 2002 (Attachment 45)

⁹⁰ Interview of [] Nov 2002 (Attachment 45)

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SUBJECT: (S) Death Investigation - Gul RAHMAN

COBALT

all at [redacted] to interrogate other prisoners. At approximately 1000 on [redacted] November 2002, one of the guards walked up to [redacted] and informed him that one of the prisoners was not moving. The [redacted] officers went with the guard to RAHMAN's cell. The guard unlocked the cell and opened the door. RAHMAN was lying motionless on his right side with his hands and feet shackled together and his feet shackled to the wall. There was a small amount of blood coming from his nose and mouth. RAHMAN was clothed in a sweatshirt but had no pants. [redacted] noted that the only things in his cell were an empty red waste bucket, and a food tray with a small piece of bread on it. [redacted] stated that there was rice strewn all over cell. [redacted] entered the cell and checked RAHMAN's pulse. When he could not find a pulse, he began CPR chest compressions. With each chest compression, [redacted] noted that more blood would come from his mouth and mucous from his nose. [redacted] returned to the area where interrogations are conducted and called one of the Station medics on the radio. [redacted] also tried to contact [redacted] but he could not find him. Station medic [redacted] stated that he received the radio call, but it was very cryptic. [redacted] stated that he did not know why he was

COBALT

being summoned to [redacted] [redacted] stated that he and [redacted] (the other Station medic) grabbed their medical bags, obtained transportation, and traveled

COBALT

to [redacted] ^{91 92 93 94}

47. (S) When [redacted] noted that CPR was unsuccessful in reviving RAHMAN, he ordered that the cell be sealed until the doctor arrived. [redacted] arrived 30-45 minutes later. Upon arrival, Station personnel greeted [redacted] and informed him that a prisoner was dead. [redacted] went to RAHMAN's cell and found him lying on his side. [redacted] examined RAHMAN's body and rolled it on both sides. [redacted] stated that there was no evidence that the prisoner had been abused and no evidence of a cause of death. [redacted] noted that the blood coming

⁹¹ Interview of [redacted] Nov 2002 (Attachment 14)
⁹² Interview of [redacted] Nov 2002 (Attachment 46)
⁹³ Interview of [redacted] Nov 2002 (Attachment 47)
⁹⁴ Interview of [redacted] Nov 2002 (Attachment 27)

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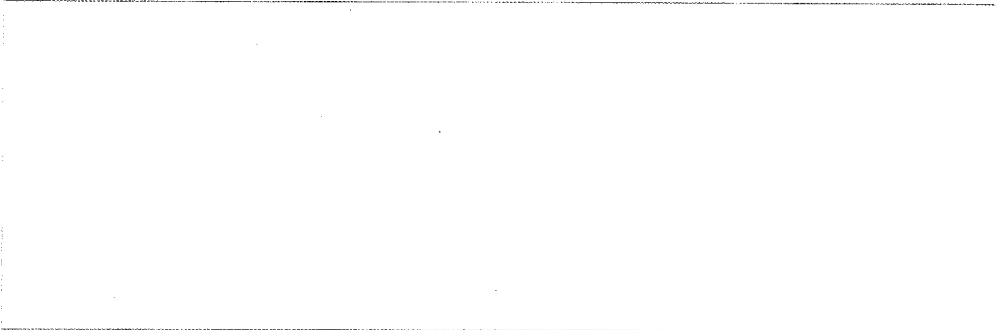
SUBJECT: (S) Death Investigation - Gul RAHMAN

from the nose and mouth was dark and inconsistent with a wound to that area. [redacted] estimated that RAHMAN had died within the past few hours.^{95 96}

CIA Staff Officer

48. (S) [redacted] noted that they found it unusual that the [redacted] guard commander was not present at the prison at the time of RAHMAN's death. The interior prison guards live inside the prison and rarely leave. When [redacted] questioned the guards about the Commander's absence he was told that the Commander was at [redacted] [redacted] said he heard second hand that the guards told [redacted] or [redacted] that the Commander had a family emergency.^{97 98}

49. (S) It is important to note that during this investigation several officers made reference to an unexpected temperature drop [redacted] immediately prior to RAHMAN's death. The following are the Accuweather temperatures [redacted] during the month of November 2002:



50. (S) No photographs were taken at the scene of RAHMAN's death. Later that evening, [redacted] delivered a freezer to the facility and RAHMAN's body was frozen until investigating personnel could arrive to conduct an autopsy.⁹⁹

- ⁹⁵ Interview of [redacted] Nov 2002 (Attachment 14)
- ⁹⁶ Interview of [redacted] Nov 2002 (Attachment 27)
- ⁹⁷ Interview of [redacted] Nov 2002 (Attachment 12)
- ⁹⁸ Interview of [redacted] Nov 2002 (Attachment 46)
- ⁹⁹ Interview of [redacted] Nov 2002 (Attachment 12)

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SUBJECT: (S) Death Investigation - Gul RAHMAN

AUTOPSY

51. (S) Dr. [redacted] conducted an autopsy on RAHMAN on [redacted] November 2002. His findings are presented in his report entitled, "Final Autopsy Findings, CASE # [redacted]" which is attached to this report. In summary, Dr. [redacted] listed the cause of death as "undetermined." [redacted] stated, however, that it was his clinical impression that RAHMAN died of hypothermia.¹⁰⁰

52. (S) [redacted] stated that hypothermia is a diagnosis of exclusion. In essence, other potential causes are ruled out one by one until you are left with no other possibility. [redacted] stated that he conducted a full anterior neck dissection. [redacted] found no evidence of hemorrhage in the tissue, muscles, and cartilage around the neck and no evidence of damage to the Hyoid bone. Injuries such as these are common in cases of strangulation. [redacted] examined the soft tissue on the inside of the mouth and found no evidence that pressure was placed over the mouth as is common in cases of smothering. There was no trauma to the teeth. The head and skull were examined and displayed no evidence of facial or skull fractures and no blood in the anterior chambers of the eyes. [redacted] examined the chest, trunk, abdomen, and genitals and found no evidence of trauma. RAHMAN had abrasions to both wrists and ankles, but there was no evidence of infection. RAHMAN had a number of scrapes on his shoulders, legs, and hips; however, there was no bruising around the abrasions suggesting that there was no blunt force trauma.¹⁰¹

53. (S) The toxicology was conducted by the [redacted]. The toxicology included testing for all of the classic poisons to include cyanide. Additionally, they tested for substances used in truth serums and found no evidence of toxic substances. During the autopsy, [redacted] specifically looked for injection marks on the body and searched for pill fragments in the mouth and stomach and found no indication that he had ingested any pills or received any injections.¹⁰²

¹⁰⁰ Final Autopsy Findings, [redacted] (Attachment 48)

¹⁰¹ Interview of Dr. [redacted] Dec 2002 (Attachment 49)

¹⁰² Interview of Dr. [redacted] Dec 2002 (Attachment 49)

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SUBJECT: (S) Death Investigation - Gul RAHMAN

54. (S) In making the clinical diagnosis of death by hypothermia, [] based his conclusion and the clinical environment in which RAHMAN was found and the information compiled during the investigation. [] based his conclusions on the following factors

- o RAHMAN's urine had high catecholamine levels, which is consistent with hypothermic deaths.
- o RAHMAN was seen shivering for a number of hours immediately prior to his death.
- o The environment in which he was housed was extremely cold. On the night of his death, the outside temperature was 31 degrees. The prison facility is not insulated.
- o RAHMAN had not eaten in approximately 36 hours. No food was found in his stomach during the autopsy. RAHMAN's glycogen levels would have been depleted. Glycogen is a fuel source used by the body to stay warm.
- o RAHMAN was unclothed from the waist down and was in direct contact with cold concrete. Direct conduction is a significant cause of heat loss in the body.
- o RAHMAN was chained in a short chain position. This prevented him from standing up and moving around to warm his body.
- o RAHMAN was dehydrated which is a contributing factor to hypothermia.¹⁰³

¹⁰³ Interview of Dr. [] Dec 2002 (Attachment 49)

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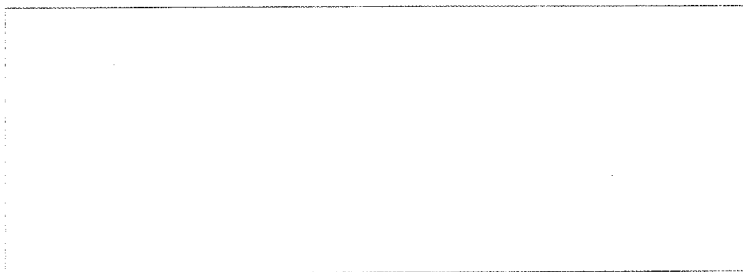
SUBJECT: (S) Death Investigation - Gul RAHMAN

CONCLUSIONS

The evidence developed during the course of this investigation suggests the following:

- o There is no evidence to suggest that RAHMAN's death was deliberate.
- o There is no evidence to suggest that RAHMAN was beaten, tortured, poisoned, strangled, or smothered.
- o Hypothermia was the most likely cause of death of Gul RAHMAN.
- o His death was not deliberate, but resulted from his incarceration in a cold environment while nude from the waist down, and shackled in a position that prevented him from moving around to keep warm. Additionally, this kept him in direct contact with the cold concrete floor leading to a loss of bodyheat through conduction.
- o Gul RAHMAN's actions contributed to his own death. By throwing his last meal he was unable to provide his body with a source of fuel to keep him warm. Additionally, his violent behavior resulted in his restraint which prevented him from generating body heat by moving around and brought him in direct contact with the concrete floor leading to a loss of bodyheat through conduction.

Attachments
As stated



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SUBJECT: (S) Death Investigation - Gul RAHMAN

Distribution:

- Original & 1 - Addressee
- 1 - ADDO/CI

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ATTACHMENTS

- 1. [redacted] Sep 2002
- 2. [redacted] Sep 2002
- 3. [redacted] May 2002
- 4. [redacted] Jun 2002
- 5. [redacted] Jun 2002
- 6. [redacted] Jun 2002
- 7. [redacted] Oct 2002
- 8. [redacted] May 2002
- 9. [redacted] Oct 2002
- 10. [redacted] Jun 2002
- 11. [redacted] Sep 2002
- 12. Interview of [redacted] Nov 2002
- 13. Interview of [redacted] Nov 2002
- 14. Interview of [redacted] Nov 2002
- 15. Interview of [redacted] Dec 2002
- 16. [redacted] Jun 2002
- 17. [redacted] Jun 2002
- 18. [redacted] Jul 2002
- 19. [redacted] Aug 2002
- 20. [redacted] Sep 2002
- 21. [redacted] Nov 2002
- 22. [redacted]
- 23. [redacted]
- 24. [redacted] Jun 2002
- 25. [redacted] Jul 2002
- 26. [redacted] Aug 2002
- 27. [redacted]
- 28. [redacted] Oct 2002
- 29. [redacted] Apr 2002
- 30. Interview of John B. Jessen, 9 Jan 2003
- 31. ALEC [redacted] Oct 2002
- 32. ALEC [redacted] Nov 2002
- 33. [redacted] Nov 2002
- 34. [redacted] Oct 2002
- 35. [redacted] Nov 2002
- 36. ALEC [redacted] Nov 2002
- 37. ALEC [redacted] Nov 2002
- 38. [redacted] Nov 2002
- 39. [redacted] Nov 2002
- 40. [redacted] Nov 2002
- 41. [redacted]
- 42. [redacted] Nov 2002
- 43. [redacted] Nov 2002

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- 44. [redacted] Nov 2002
- 45. [redacted] Nov 2002
- 46. Interview of [redacted] Nov 2002
- 47. Interview of [redacted] Nov 2002
- 48. Final Autopsy Findings, [redacted]
- 49. Interview of Dr. [redacted] Dec 2002
- 50. Interview of [redacted] Nov 2002
- 51. Gul Rahman Autopsy Photographs

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**Recognizing and Developing Countermeasures to
Al Qaeda Resistance to Interrogation Techniques: A Resistance Training
Perspective**

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Recognizing and Developing Countermeasures to Al Qaeda Resistance to Interrogation
Techniques: A Resistance Training Perspective

By

James E. Mitchell, Ph.D.

John B. Jessen, Ph.D.

(S) Executive Summary

This paper discusses the techniques and strategies for resisting interrogation described in captured Al Qaeda training manuals and other documents. It suggests methods for recognizing when sophisticated resistance to interrogation techniques are being employed by captured Al Qaeda operatives from special terrorist cells and outlines strategies for developing countermeasures. It does so by placing Al Qaeda resistance to interrogation techniques within a metaphor that illustrates their operational use. Our perspective for reviewing this material is based on 32 years of combined experience in providing operational support to detained U.S. personnel, training special operations personnel in resistance to interrogation, and debriefing hostages, peacetime governmental detainees and prisoners of war. We are familiar with how hostile countries approach interrogation and knowledgeable about how trained captives organize their resistance efforts. We are not experts in Arab culture or the organizational structure of Al Qaeda. However, we have found that while culture does affect perception and behavior, the cardinal dynamics of resistance to interrogation and exploitation are not culturally dependent.

(S) Background

Judging from where the manual that served as a primary reference for this paper was found the Al Qaeda operatives most likely to employ these techniques are This manual describes in detail various resistance techniques and strategies.

In reviewing this material, we have tried to provide more than simply a static description of what the manual says. We have placed the material within the context of how others have historically employed these resistance techniques.

It is apparent from reading the manual that the thrust of the resistance training provided to operatives in special terrorist cells focuses on preparation for capture in countries

, the text in these documents converges to instruct captives to stick to a pre-coordinated cover story during interrogation, request legal council, complain about treatment and conditions, ask for medical attention, and then report that they have been tortured and mistreated regardless of actual events. In total, the information contained in the documents reveals that a sophisticated level of resistance training is available to high-risk Al Qaeda operatives.

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~~(S)~~ A Metaphor for Understanding Al Qaeda Resistance

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The Al Qaeda training manual asserts that the application of the resistance techniques can render a captor's use of coercion less effective.

We choose to use this metaphor not to imply that trained Al Qaeda operatives think of resistance in terms of circles, but rather to illustrate that the use of the circle concept is an effective way of thinking about resistance behavior. This metaphor can help make sense out of a complex and dynamic situation where sophisticated forms of resistance can be obscured.

(S) A Word About Resistance Posture

Resistance techniques are not used in isolation. They are woven into a consistent way of acting that blends resistance tactics with the demeanor they present to the captor; this is called a "resistance posture." A good resistance posture is a consistent, persistent, apparently logical way of acting that enables the captive to appear unattractive as a source of exploitation.

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~~(S)~~ Countermeasures

The point of using countermeasures is to distract captives from the primary focus of the interrogation, lead them to believe that it is futile to continue resisting, or gradually shape compliance. Skillfully crafted countermeasures can be developed in such a way that they do not violate the Geneva Conventions.

Crafting Countermeasures: Employing countermeasures is a dynamic process. It is not possible in this paper to provide a detailed cookbook; however, the following will provide a flavor for how this might be accomplished:

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TOT: JUL 02 ALEC 181 25

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ALEC 181325

SUBJECT: EYES ONLY - POST-ISOLATION PHASE OF THE ABU ZUBAYDAH INTERROGATIONS

REF: NONE

TEXT:

1. ACTION REQUIRED: PLEASE SEE BELOW FOR HQS/ALEC DETAILS ON THE POST-ISOLATION PHASE OF THE ABU ZUBAYDAH INTERROGATIONS OF THE RECORD

2. ON 1 JULY 2002, HQS/ALEC HELD A MEETING TO DISCUSS THE POST-ISOLATION PHASE OF THE ((ABU ZUBAYDAH)) ((AZ)) INTERROGATIONS. HQS PRIMARY PARTICIPANTS INCLUDED CTC, CTC/OPS, CTC/DBI, AND CTC/INTL. AN IC SERE PSYCHOLOGIST

Mitchell

FBI SA AND RETURNED FROM AND WERE PRESENT FOR THE MEETING. IN ADDITION TO FBI OFFICERS PRESENT WERE

REPRESENTATIVES FROM OTS/OAD, OMS, AND THE OFFICE OF SECURITY WERE ALSO IN ATTENDANCE. AS IN THE PREVIOUS 4 JUNE MEETING, ALL PARTIES WERE IN AGREEMENT THAT AZ IS WITHHOLDING CRITICAL INFORMATION, PARTICULARLY ON DIRECT THREATS AGAINST U.S. INTERESTS BOTH DOMESTICALLY AND OVERSEAS AND INFORMATION ABOUT AL-QA'IDA PRESENCE IN THE U.S.

3. CURRENT STATUS: AZ IS PRESENTLY IN THE FOURTEENTH DAY OF HIS ISOLATION PHASE. DURING THIS PHASE, HIS CONTACT WITH OUTSIDE INDIVIDUALS IS LIMITED TO A CIRCA 20 MINUTE DAILY MEDICAL TREATMENT FOR HIS LEG WOUND. AZ HAS NO CONTACT WITH ANY INTERROGATION PERSONNEL AND HAS ACCESS TO WRITING MATERIAL AS HIS SOLE METHOD OF COMMUNICATION. DURING THE ISOLATION PHASE, THERE HAS BEEN AN INCREASE IN AZ'S COMPLAINTS ABOUT HIS MEDICAL CONDITION. THE TEAM ASSESS THAT THIS IS PROBABLY A TECHNIQUE TO TEST THE RESPONSIVENESS OF HIS MEDICAL CARE AND/OR INITIATE SOME LEVEL OF HUMAN CONTACT. FOR THE MOST PART, AZ APPEARS QUITE BORED AND SHOWS NO SIGNS OF SEVERE EMOTIONAL DISTRESS.

THROUGHOUT HIS ISOLATION, AZ HAS MADE NO/NO ATTEMPT AT PROVIDING INFORMATION ON DIRECT THREATS AGAINST THE UNITED STATES.

4. POST-ISOLATION PHASE: THE 1 JULY MEETING FOCUSED PRIMARILY ON THE NEXT PHASE OF THE AZ INTERROGATIONS. IT WAS CONCLUDED THIS PHASE WOULD BE THE LAST HARD PUSH IN THE INTERROGATIONS OF AZ AND CONCENTRATE ON TWO MAJOR ISSUES: 1) PENDING TERRORIST ATTACKS PLANNED AGAINST THE UNITED STATES OR OUR INTERESTS OVERSEAS, AND 2) THE TERRORIST SUPPORT NETWORK IN AMERICA AND SAUDI ARABIA. THE POST-ISOLATION PHASE WILL LAST APPROXIMATELY FOUR WEEKS, AFTER WHICH THE TEAM WILL RETURN TO IMPLEMENT THE NEXT PHASE. AS THIS IS A EXTREMELY FLUID SITUATION, AZ'S BEHAVIOR DURING THE POST-ISOLATION PHASE MAY REQUIRE ADJUSTMENTS TO THE GENERAL BLUEPRINT OUTLINED ABOVE AND BELOW. IN ADDITION, A FOLLOW-ON MEETING WILL BE HELD ON JULY TO OUTLINE THE SPECIFICS OF BELOW GENERAL STRATEGY.

5. POST-ISOLATION STRATEGY: IN APPROACHING THE POST-ISOLATION PHASE, IT WAS DECIDED THAT WE MUST ACT IN A WAY OUTSIDE AZ'S EXPECTATIONS AND FOLLOW THROUGH ON OUR THREATS.

WHILE THE FIRST OF THESE THREATS FACILITATED THE 19 MAY "REVELATION," EACH SUBSEQUENT EPISODE LACKED THE PROMISED REPERCUSSIONS, A FACT THAT WAS NOT LOST ON AZ. AZ HAS REALIZED THAT HIS TREATMENT HAS NOT CHANGED -- A REALIZATION THAT HE HAS

PERCEIVED AS A VICTORY. AZ HAS ALSO SCORED A VICTORY IN HIS MIND BY GETTING OUR MEDICAL PERSONNEL TO RESPOND TO HIS CONCERNS, PARTICULARLY ABOUT BLOOD IN HIS SEMEN: THESE VICTORIES BOLSTER AZ'S RESOLVE AND RESISTANCE STRATEGY, THUS DECREASING THE LONG-TERM OVERALL EFFECTIVENESS OF THE INTERROGATIONS.

6. POST-ISOLATION STRATEGY (CONT'D): IN ORDER TO CHANGE THE DYNAMICS OF THE INTERROGATIONS.

Mitchell
lessen

WHICH MAY END WITH TIME SPENT IN THE CONFINEMENT BOX. PER THE RECOMMENDATION OF , OTS/OAD IS IN THE PROCESS OF ACQUIRING THE SERVICES OF , WHO IS WELL-VERSED IN CONDUCTING SERE-LIKE HOSTILE INTERROGATIONS.

THE POST-ISOLATION STRATEGY WILL IMPLEMENT A SERIES OF INTERROGATION TECHNIQUES AND TOOLS, ALL OF WHICH WILL WITHIN OUR LEGAL GUIDELINES.

7. CTC/LGL HAS EMPHASIZED THAT WE SHOULD NOT/RULE OUT ANY METHOD OF INTERROGATION WHATSOEVER, SO LONG AS THE INTERROGATION TEAM BELIEVES IT WILL BE EFFECTIVE. OF COURSE, HQS WILL NEED TO DOCUMENT IN ADVANCE THE LEGAL ANALYSIS FOR SUCH METHODS, TO ENSURE THAT OUR OFFICERS ARE PROTECTED; ALONG THESE LINES, IF/IF REQUIRED BY A SPECIFIC PROPOSAL, WE WILL ASK THE DCT TO SEEK A FORMAL DECLINATION OF PROSECUTION FROM THE ATTORNEY GENERAL FOR ANY SPECIFIC METHODS WHICH THE TEAM BELIEVES WOULD BE EFFECTIVE BUT WHICH MIGHT NOT OTHERWISE BE PERMISSIBLE. IN SHORT, RULE OUT NOTHING WHATSOEVER THAT YOU BELIEVE MAY BE EFFECTIVE; RATHER, COME ON BACK AND WE WILL GET YOU THE APPROVALS. CTC/LGL OFFICERS REMAIN AVAILABLE 24/7 TO ENSURE IMMEDIATE ASSISTANCE AND DOCUMENTATION ON ANY PROPOSALS, AND THE OFFICE AND CONTACT NUMBERS FOR CTC/LGL ARE PROVIDED

(IT MAY BE OBSERVED THAT THE APPLICABLE U.S. LAW WITH RESPECT TO INTERROGATION METHODS IS MORE PERMISSIVE THAN, SAY, THE COMPARABLE EUROPEAN OR ISRAELI LAW: WE LAWFULLY MAY EMPLOY METHODS THAT EVEN THE ISRAELIS MAY NOT).

8. HQS/ALEC WILL PROVIDE ADDITIONAL RESULTS FOLLOWING THE 8 JULY HQS MEETING. REGARDS.

END OF MESSAGE

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TOT. 251609Z JUL 07 DIRECTOR

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251609Z DIRECTOR

TEXT:

1. ACTION REQUIRED: THIS CABLE PROVIDES FORMAL AUTHORIZATION TO PROCEED WITH PORTIONS OF THE NEXT PHASE OF THE INTERROGATION OF ABU ZUBAYDAH. FORMAL APPROVAL FOR THE REMAINDER WILL FOLLOW ONCE WE HAVE RECEIVED APPROVAL FROM THE JUSTICE DEPARTMENT. HQS DEFERS TO AS TO WHETHER TO PROCEED WITH THE PARTIAL IMPLEMENTATION OF THE NEXT PHASE AT THIS TIME OR TO AWAIT FINAL JUSTICE DEPARTMENT APPROVAL FOR THE REMAINDER OF THE TECHNIQUES.

2. BACKGROUND. CIA PLANS TO IMPLEMENT MORE AGGRESSIVE TECHNIQUES IN OUR INTERROGATION OF ((ABU ZUBAYDAH)), IN ORDER TO OBTAIN ACTIONABLE INTELLIGENCE ABOUT AL-QA'IDA OPERATIVES IN THE

UNITED STATES AND PLANNED AL-QA'IDA LETHAL ATTACKS AGAINST U.S. CITIZENS AND U.S. INTERESTS. THE INTERROGATION TEAM HAS CONCLUDED THAT ABU ZUBAYDAH CONTINUES TO WITHHOLD CRITICAL THREAT INFORMATION, INCLUDING THE IDENTITIES OF AL-QA'IDA OPERATIVES IN THE UNITED STATES; THAT IN ORDER TO PERSUADE HIM TO PROVIDE THOSE IDENTITIES, THE USE OF MORE AGGRESSIVE TECHNIQUES IS REQUIRED; AND THAT THE USE OF THOSE TECHNIQUES WILL NOT ENGENDER LASTING AND SEVERE MENTAL OR PHYSICAL HARM.

-- SOME OF THESE TECHNIQUES INCORPORATE MILD PHYSICAL PRESSURE, WHILE OTHERS MAY PLACE ABU ZUBAYDAH IN FEAR FOR HIS LIFE. IT IS NOT INTENDED, HOWEVER, THAT ABU ZUBAYDAH ACTUALLY SUFFER SEVERE PHYSICAL OR MENTAL PAIN; IN ADDITION, APPROPRIATELY TRAINED MEDICAL PERSONNEL WILL BE PRESENT THROUGHOUT THE PROCESS.

-- THE USG STAFF EMPLOYEES ENGAGED IN THE INTERROGATION OF ABU ZUBAYDAH ARE COMPLEMENTED BY EXPERT PERSONNEL RETAINED ON CONTRACT WHO POSSESS EXTENSIVE EXPERIENCE, GAINED WITHIN THE DEPARTMENT OF DEFENSE, ON THE PSYCHOLOGICAL AND PHYSICAL METHODS OF INTERROGATION AND THE RESISTANCE TECHNIQUES EMPLOYED AS COUNTERMEASURES TO SUCH INTERROGATION.

-- ALTHOUGH THE INTERROGATION PROCESS HAS PRODUCED A LIMITED AMOUNT OF SUCCESS TO DATE, ABU ZUBAYDAH REMAINS ADROIT AT APPLYING A HOST OF RESISTANCE TECHNIQUES. HE IS THE AUTHOR OF A SEMINAL AL QA'IDA MANUAL ON RESISTANCE TO INTERROGATION METHODS AND THE AGENCY ASSESSES HE CONTINUES TO WITHHOLD CRITICAL, ACTIONABLE INFORMATION ABOUT THE IDENTITIES OF AL-QA'IDA PERSONNEL DISPATCHED TO THE UNITED STATES AND ABOUT PLANNED AL-QA'IDA TERRORIST ATTACKS. SIMPLY STATED, COUNTLESS MORE AMERICANS MAY DIE UNLESS WE CAN PERSUADE AZ TO TELL US WHAT HE KNOWS.

-- OUR ATTORNEYS HAVE PRESENTED THESE DETERMINATIONS AND OUR LEGAL ANALYSIS TO THE LEGAL ADVISER TO THE NSC, TO THE OFFICE OF LEGAL COUNSEL AT THE DEPARTMENT OF JUSTICE, AND TO THE CRIMINAL DIVISION AT JUSTICE. THE CHIEF OF STAFF TO FBI DIRECTOR MULLER ALSO HAS PARTICIPATED IN THESE DISCUSSIONS, AND THE COUNSEL TO THE PRESIDENT HAS BEEN BRIEFED AS WELL.

1. DISCUSSION. WE HAVE SECURED FORMAL APPROVAL FROM THE ACTING GENERAL COUNSEL TO EMPLOY THE CONFINEMENT BOX, AS DESCRIBED IN REF, IN THE COURSE OF THE INTERROGATION OF ABU ZUBAYDAH. WE ALSO HAVE SECURED FORMAL APPROVAL FROM THE ATTORNEY GENERAL TO EMPLOY THE FOLLOWING TECHNIQUES, WHICH ARE MORE FULLY DESCRIBED IN PARAGRAPH 5 BELOW: THE ATTENTION GRASP; WALLING; FACIAL HOLD; FACIAL SLAP (INSULT SLAP); CRAMPED CONFINEMENT; WALL STANDING; STRESS POSITIONS; SLEEP DEPRIVATION; USE OF DIAPERS; AND USE OF HARMLESS INSECTS. WE NOTE THAT THESE TECHNIQUES ARE USED ON U.S. MILITARY PERSONNEL DURING SERE TRAINING (WITH THE EXCEPTION OF DIAPERS AND REAL INSECTS -- ALTHOUGH SERE TRAINING DOES MAKE USE OF SIMULATED SNAKES, INSECTS, ET CETERA, AS WELL AS FORCED

CROSS-DRESSING). A MEDICAL EXPERT WITH SERE EXPERIENCE WILL BE PRESENT THROUGHOUT THE IMPLEMENTATION OF THESE PROCEDURES. PER THE SERE PSYCHOLOGISTS, THE ANTICIPATION OF THESE TECHNIQUES IS OFTEN WORSE THEN THE ACTIONS THEMSELVES.

4. PLEASE NOTE THAT WE STILL ARE AWAITING FINAL JUSTICE DEPARTMENT APPROVAL FOR THE USE OF THE WATER BOARD AND/OR THE USE OF MOCK BURIAL AS PART OF A THREAT AND RESCUE SCENARIO. WE DEFER TO AS TO WHETHER TO AWAIT THAT APPROVAL BEFORE COMMENCING THE NEXT PHASE OF THE INTERROGATION.

5. IN ADDITION TO THE CONFINEMENT BOX DESCRIBED IN REP, THE INTERROGATION TEAM IS AUTHORIZED TO EMPLOY ANY OR ALL OF THE FOLLOWING TECHNIQUES:

- ATTENTION GRASP: IN A CONTROLLED AND QUICK MOTION, GRASP THE INDIVIDUAL WITH BOTH HANDS, ONE ON EACH SIDE OF THE COLLAR OPENING. IN THE SAME MOTION, DRAW THE INDIVIDUAL TOWARD YOU.

-- WALLING: THE INDIVIDUAL IS STOOD IN FRONT OF A SPECIALLY CONSTRUCTED FLEXIBLE WALL. THE INDIVIDUAL'S HEELS TOUCH THE WALL. THE INDIVIDUAL IS PULLED FORWARD AND THEN QUICKLY AND FIRMLY PUSHED INTO THE WALL. THE HEAD AND NECK ARE SUPPORTED WITH A ROLLED HOOD OR TOWEL THAT PROVIDES A 2-COLLAR EFFECT TO HELP PREVENT WHIPLASH. CONTACT WITH THE WALL IS MADE WITH THE INDIVIDUAL'S SHOULDER BLADES. TO REDUCE THE PROBABILITY OF INJURY, THE INDIVIDUAL IS ALLOWED TO REBOUND FROM THE WALL.

-- FACIAL HOLD: ONE OPEN PALM IS PLACED ON EITHER SIDE OF THE INDIVIDUAL'S FACE, FINGERTIPS WELL AWAY FROM THE INDIVIDUAL'S EYES. THE GOAL IS TO HOLD THE HEAD IMMOBILE.

- FACIAL SLAP (INSULT SLAP): THE SLAP IS DELIVERED WITH FINGERS SLIGHTLY SPREAD. CONTACT SHOULD BE MADE WITH THE AREA DIRECTLY BETWEEN THE TIP OF THE CHIN AND THE BOTTOM OF THE CORRESPONDING EARLOBE. THE GOAL OF THE FACIAL SLAP IS TO INDUCE SHOCK AND SURPRISE, NOT SEVERE OR LASTING PAIN.

-- CRAMPED CONFINEMENT: INDIVIDUALS ARE PLACED IN A CONFINED SPACE THE DIMENSION OF WHICH RESTRICTS MOVEMENT. THE CONTAINER IS USUALLY DARK. INDIVIDUALS MAY BE KEPT IN LARGER CONFINEMENT SPACES FOR UP TO 18 HOURS, AND SMALLER CONFINEMENT BOXES FOR ONE HOUR.

-- WALL STANDING: THIS TECHNIQUE IS USED TO INDUCE FATIGUE. THE INDIVIDUAL STANDS APPROXIMATELY 4 OR 5 FEET FROM A WALL, WITH HIS FEET SPREAD APPROXIMATELY SHOULDER WIDTH. WITH ARMS OUT STRETCHED IN FRONT, FINGERS RESTING ON THE WALL SUPPORTING BODY WEIGHT. INDIVIDUALS ARE NOT ALLOWED TO MOVE OR REPOSITION THEIR FEET OR HANDS.

-- STRESS POSITIONS: A VARIETY OF STRESS POSITIONS ARE POSSIBLE. THEY FOCUS ON PRODUCING MILD PHYSICAL DISCOMFORT FROM PROLONGED MUSCLE USE, RATHER THAN PAIN ASSOCIATED WITH CONTORTIONS OR TWISTING OF THE BODY. THE TWO DISCUSSED WERE (1) ABU ZUBAYDAH SITTING ON THE FLOOR WITH LEGS EXTENDED STRAIGHT OUT IN FRONT OF HIM WITH HIS ARMS RAISED ABOVE HIS HEAD; AND (2) HAVING ABU ZUBAYDAH KNEEL ON THE FLOOR AND LEAN BACK AT A 45 DEGREE ANGLE.

-- SLEEP DEPRIVATION: PREVENTING SLEEP IS INTENDED TO HAVE THE EFFECT OF REDUCING ABU ZUBAYDAH'S ABILITY TO THINK ON HIS FEET AND TO MOTIVATE HIM TO COOPERATE BECAUSE OF THE DISCOMFORT ASSOCIATED WITH THE LACK OF SLEEP. FOR MOST PEOPLE, THE EFFECTS OF SLEEP DEPRIVATION REMIT AFTER ONE OR TWO NIGHTS OF UNINTERRUPTED SLEEP. IN RARE CIRCUMSTANCES, INDIVIDUALS PREDISPOSED TO PSYCHOLOGICAL PROBLEMS MAY DISPLAY ABREACTIONS, BUT THESE TOO GENERALLY REMIT AFTER THE INDIVIDUAL SLEEPS. THE RECORD (GUINNESS BOOK OF WORLD RECORDS) FOR VOLUNTARY SLEEP DEPRIVATION IS 205 HOURS WITH THE SUBJECT SHOWING NO SIGNIFICANT PSYCHOLOGICAL PROBLEMS AND QUICK RECOVERY AFTER ONE OR TWO DAYS OF SLEEP.

-- USE OF DIAPERS: ABU ZUBAYDAH APPEARS TO BE VERY FASTIDIOUS. HE SPENDS MUCH TIME CLEANING HIMSELF AND SEEMS TO GO OUT OF HIS WAY TO AVOID CIRCUMSTANCES LIKELY TO BRING HIM IN CONTACT WITH POTENTIALLY UNCLEAN OBJECTS OR MATERIAL. HE IS VERY SENSITIVE TO SITUATIONS THAT REFLECT A LOSS OF STATUS OR ARE POTENTIALLY HUMILIATING. ONE WAY TO LEVERAGE HIS CONCERNS, WHILE HELPING ENSURE HIS WOUND DOES NOT BECOME INFECTED WITH HUMAN WASTE WHEN IN CRAMPED CONFINEMENT IS TO PLACE HIM IN AN ADULT DIAPER. IF SOILED, CARE WOULD HAVE TO BE TAKEN TO KEEP HUMAN WASTE OUT OF HIS LEG WOUND.

-- INSECTS: ABU ZUBAYDAH APPEARS TO HAVE A FEAR OF INSECTS. ONE POSSIBILITY IS TO THREATEN TO PLACE STINGING INSECTS INTO THE CRAMPED CONFINEMENT BOX WITH HIM, BUT INSTEAD PLACE HARMLESS INSECTS. THE PURPOSE OF THIS WOULD BE TO PLAY OFF HIS FEARS AND INCREASE HIS SENSE OF DREAD AND MOTIVATE HIM TO AVOID THE BOX IN THE FUTURE BY COOPERATING WITH THE INTERROGATOR'S REQUESTS.

6. WE WILL ADVISE BY IMMEDIATE PRECEDENCE ONCE WE HAVE A FINAL DETERMINATION ON THE WATER BOARD AND/OR THE MOCK BURIAL SCENARIO. BEST REGARDS AND GOOD LUCK.

END OF MESSAGE

DATE: 30 JAN 03

TO:

SUBJECT: EYES ONLY - APPROVAL PROCESS FOR PSYCHOLOGICAL ASSESSMENTS

TCT: 301835Z JAN 03 DIRECTOR

~~TOP SECRET~~

301835Z DIRECTOR

SUBJECT: EYES ONLY - APPROVAL PROCESS FOR PSYCHOLOGICAL ASSESSMENTS

REF: NONE

TEXT:

1. ACTION REQUIRED: FOR THE RECORD.
2. THE USE OF ENHANCED INTERROGATION TECHNIQUES NECESSARILY REQUIRES THAT A PSYCHOLOGICAL ASSESSMENT OF RECORD BE COMPLETED ABOUT THE PROPOSED SUBJECT BEFORE SUCH TECHNIQUES MAY BE AUTHORIZED, AND THAT CONTINUING PSYCHOLOGICAL INTERROGATION ASSESSMENTS BE MADE THROUGHOUT THE DETENTION AND INTERROGATION PROCESSES. AS A MATTER OF PROFESSIONAL PRACTICE, THE

PSYCHOLOGICAL INTERROGATION ASSESSMENT OF RECORD MAY BE (A) A "DIRECT ASSESSMENT OF RECORD," WHICH IS BASED UPON PERSONAL EXAMINATION BY A QUALIFIED STAFF SPECIAL MISSION PSYCHOLOGIST, OR (B) AN "INDIRECT ASSESSMENT OF RECORD," WHICH IS BASED UPON THE REVIEW AND ANALYSIS BY A QUALIFIED STAFF SPECIAL MISSION PSYCHOLOGIST OF A PERSONAL EXAMINATION THAT HAS BEEN CONDUCTED BY ANOTHER QUALIFIED STAFF OR IC SPECIAL MISSION PSYCHOLOGIST. (AN INDIRECT PSYCHOLOGICAL ASSESSMENT OF RECORD NORMALLY IS PERFORMED FOLLOWING AN INITIAL PERSONAL EXAMINATION, AND MAY BE BASED UPON THE ANALYSIS OF DATA PROVIDED BY OTHER PSYCHOLOGISTS OR BY NON-PSYCHOLOGISTS SO LONG AS THE QUALIFIED STAFF SPECIAL MISSIONS PSYCHOLOGIST DETERMINES THAT THE DATA ARE SUFFICIENTLY RELIABLE.)

3. SEVERAL OF THE PERSONNEL CURRENTLY ENGAGED IN THE INTERROGATION PROCESSES ARE BOTH PSYCHOLOGISTS AND APPROVED INTERROGATORS. ADDITIONALLY, SOME OF THE PSYCHOLOGISTS ARE INDEPENDENT CONTRACTORS RATHER THAN STAFF EMPLOYEES.

-- IT HAS BEEN AND CONTINUES TO BE PRACTICE THAT THE INDIVIDUAL AT THE INTERROGATION SITE WHO ADMINISTERS THE TECHNIQUES IS NOT THE SAME PERSON WHO ISSUES THE PSYCHOLOGICAL ASSESSMENT OF RECORD. INDEED, THE PSYCHOLOGIST WHO ISSUES THE ASSESSMENT OF RECORD, WHETHER HE OR SHE IS COLLOCATED IN THE FIELD OR AT HEADQUARTERS, MAY TAKE A DIFFERENT VIEW FROM THAT SUBMITTED BY THE FIELD OR MAY DISAPPROVE THE FIELD ASSESSMENT ALTOGETHER.

- ADDITIONALLY, IN ORDER TO COMPLY WITH APPLICABLE GUIDANCE FROM THE OFFICE OF MANAGEMENT AND BUDGET ABOUT THE CONDUCT OF CORE GOVERNMENTAL ACTIVITIES, IT HAS BEEN AND CONTINUES TO BE PRACTICE THAT ONLY A STAFF PSYCHOLOGIST MAY ISSUE THE ASSESSMENT OF RECORD.

4. FYI: NEWLY APPROVED DCI GUIDELINES ON THE CONDUCT OF INTERROGATIONS, WHICH WILL BE FORWARDED VIA SEPARATE CABLE, REQUIRE THAT WE REVISIT THE STAFFING LEVELS IN THE FIELD WHEN ENHANCED MEASURES ARE TO BE USED. UNDER THOSE GUIDELINES, WE WILL NEED TO HAVE AT LEAST ONE SPECIAL MISSION PSYCHOLOGIST PRESENT AT THE SITE DURING THE USE OF ENHANCED TECHNIQUES WHO IS NOT HIM/HERSELF PHYSICALLY PARTICIPATING IN THEIR ADMINISTRATION IN ORDER TO MONITOR THE PSYCHOLOGICAL CONDITION OF THE SUBJECT.

5. IN THIS RESPECT, IT SHOULD BE NOTED THAT STAFF AND IC PSYCHOLOGISTS WHO ARE APPROVED INTERROGATORS MAY CONTINUE TO SERVE AS INTERROGATORS AND PHYSICALLY PARTICIPATE IN THE ADMINISTRATION OF ENHANCED TECHNIQUES, SO LONG AS AT LEAST ONE OTHER PSYCHOLOGIST IS PRESENT WHO IS NOT ALSO SERVING AS AN INTERROGATOR, AND THE APPROPRIATE PSYCHOLOGICAL INTERROGATION ASSESSMENT OF RECORD HAS BEEN COMPLETED. (IF THE NON-INTERROGATING PSYCHOLOGIST IS NOT A STAFF EMPLOYEE, THEN THAT INDIVIDUAL WILL NEED TO CONSULT CLOSELY WITH A HQS OR FIELD QUALIFIED STAFF SPECIAL MISSIONS

PSYCHOLOGIST WHO WILL PROVIDE THE PSYCHOLOGICAL ASSESSMENTS OF
RECORD.)

END OF MESSAGE

~~TOP SECRET~~

DATE: 31 JAN 03

TO:

SUBJECT: EYES ONLY - DCI GUIDELINES FOR THE CONDUCT OF INTERROGATIONS

TOT: 311702Z JAN 03 DIRECTOR

~~TOP SECRET~~

311702Z DIRECTOR

SUBJECT: EYES ONLY - DCI GUIDELINES FOR THE CONDUCT OF INTERROGATIONS

TEXT:

1. ACTION REQUIRED: ONCE COS AND ALL OTHER STATION PERSONNEL INVOLVED WITH INTERROGATIONS AND/OR _____ HAVE READ THIS CABLE, PLEASE PROVIDE A CONFIRMATION FOR THE RECORD. ANY NEWLY ARRIVED STATION PERSONNEL INVOLVED WITH INTERROGATIONS AND/OR _____ ALSO SHOULD READ THIS CABLE AND FORWARD A

COBALT

COBALT

CONFIRMATION FOR THE RECORD. (SEPARATE TRAFFIC WILL PROVIDE THE DCI GUIDELINES ON THE OPERATION OF DETENTION FACILITIES.) MANY THANKS.

2. ON 28 JANUARY 2003 THE DCI APPROVED A SET OF "GUIDELINES ON INTERROGATIONS CONDUCTED PURSUANT TO THE PRESIDENTIAL MEMORANDUM OF NOTIFICATION OF 17 SEPTEMBER 2001." THESE GUIDELINES SUMMARIZE THE OPERATIONAL AND LEGAL GUIDANCE THAT HAS GUIDED THIS PROCESS FROM ITS INCEPTION, AND PROVIDE A READY REFERENCE FOR ALL AGENCY PERSONNEL WHO ARE ENGAGED IN THESE ACTIVITIES. AS ALWAYS, HQS STANDS READY TO PROVIDE ANY ADDITIONAL SUPPORT THAT MAY BE NEEDED. BEST REGARDS.

3. BEGIN TEXT OF DCI GUIDELINES:

GUIDELINES ON INTERROGATIONS CONDUCTED PURSUANT TO THE PRESIDENTIAL MEMORANDUM OF NOTIFICATION OF 17 SEPTEMBER 2001

THESE GUIDELINES ADDRESS THE CONDUCT OF INTERROGATIONS OF PERSONS WHO ARE DETAINED PURSUANT TO THE AUTHORITIES SET FORTH IN THE MEMORANDUM OF NOTIFICATION OF 17 SEPTEMBER 2001.

THESE GUIDELINES COMPLEMENT INTERNAL DIRECTORATE OF OPERATIONS GUIDANCE RELATING TO THE CONDUCT OF INTERROGATIONS. IN THE EVENT OF ANY INCONSISTENCY BETWEEN EXISTING DO GUIDANCE AND THESE GUIDELINES, THE PROVISIONS OF THESE GUIDELINES SHALL CONTROL.

1. PERMISSIBLE INTERROGATION TECHNIQUES

UNLESS OTHERWISE APPROVED BY HEADQUARTERS, CIA OFFICERS AND OTHER PERSONNEL ACTING ON BEHALF OF CIA MAY USE ONLY PERMISSIBLE INTERROGATION TECHNIQUES. PERMISSIBLE INTERROGATION TECHNIQUES CONSIST OF BOTH (A) STANDARD TECHNIQUES AND (B) ENHANCED TECHNIQUES.

STANDARD TECHNIQUES ARE TECHNIQUES THAT DO NOT INCORPORATE PHYSICAL OR SUBSTANTIAL PSYCHOLOGICAL PRESSURE. THESE TECHNIQUES INCLUDE, BUT ARE NOT LIMITED TO, ALL LAWFUL FORMS OF QUESTIONING EMPLOYED BY US LAW ENFORCEMENT AND MILITARY INTERROGATION PERSONNEL. AMONG STANDARD TECHNIQUES ARE THE USE OF ISOLATION, SLEEP DEPRIVATION NOT TO EXCEED 72 HOURS, REDUCED CALORIC INTAKE (SO LONG AS THE AMOUNT IS CALCULATED TO MAINTAIN THE GENERAL HEALTH OF THE DETAINEE), DEPRIVATION OF READING

MATERIAL, USE OF LOUD MUSIC OR WHITE NOISE (AT A DECIBEL LEVEL CALCULATED TO AVOID DAMAGE TO THE DETAINEE'S HEARING), AND THE USE OF DIAPERS FOR LIMITED PERIODS (GENERALLY NOT TO EXCEED 72 HOURS OR DURING TRANSPORTATION WHERE APPROPRIATE).

ENHANCED TECHNIQUES ARE TECHNIQUES THAT DO INCORPORATE PHYSICAL OR PSYCHOLOGICAL PRESSURE BEYOND STANDARD TECHNIQUES. THE USE OF EACH SPECIFIC ENHANCED TECHNIQUE MUST BE APPROVED BY HEADQUARTERS IN ADVANCE, AND MAY BE EMPLOYED ONLY BY APPROVED INTERROGATORS FOR USE WITH THE SPECIFIC DETAINEE, WITH APPROPRIATE MEDICAL AND PSYCHOLOGICAL PARTICIPATION IN THE PROCESS. THESE TECHNIQUES ARE, THE ATTENTION GRASP, WALLING, THE FACIAL HOLD, THE FACIAL SLAP (INSULT SLAP), THE ABDOMINAL SLAP, CRAMPED CONFINEMENT, WALL STANDING, STRESS POSITIONS, SLEEP DEPRIVATION BEYOND 72 HOURS, THE USE OF DIAPERS FOR PROLONGED PERIODS, THE USE OF HARMLESS INSECTS, THE WATER BOARD, AND SUCH OTHER TECHNIQUES AS MAY BE SPECIFICALLY APPROVED PURSUANT TO PARAGRAPH 4 BELOW. THE USE OF EACH ENHANCED TECHNIQUE IS SUBJECT TO SPECIFIC TEMPORAL, PHYSICAL, AND RELATED CONDITIONS, INCLUDING A COMPETENT EVALUATION OF THE MEDICAL AND PSYCHOLOGICAL STATE OF THE DETAINEE.

2. MEDICAL AND PSYCHOLOGICAL PERSONNEL

APPROPRIATE MEDICAL AND PSYCHOLOGICAL PERSONNEL SHALL BE EITHER ON SITE OR READILY AVAILABLE FOR CONSULTATION AND TRAVEL TO THE INTERROGATION SITE DURING ALL DETAINEE INTERROGATIONS EMPLOYING STANDARD TECHNIQUES, AND APPROPRIATE MEDICAL AND PSYCHOLOGICAL PERSONNEL MUST BE ON SITE DURING ALL DETAINEE INTERROGATIONS EMPLOYING ENHANCED TECHNIQUES. IN EACH CASE, THE MEDICAL AND PSYCHOLOGICAL PERSONNEL SHALL SUSPEND THE INTERROGATION IF THEY DETERMINE THAT SIGNIFICANT AND PROLONGED PHYSICAL OR MENTAL INJURY, PAIN, OR SUFFERING IS LIKELY TO RESULT IF THE INTERROGATION IS NOT SUSPENDED. IN ANY SUCH INSTANCE, THE INTERROGATION TEAM SHALL IMMEDIATELY REPORT THE FACTS TO HEADQUARTERS FOR MANAGEMENT AND LEGAL REVIEW TO DETERMINE WHETHER THE INTERROGATION MAY BE RESUMED.

3. INTERROGATION PERSONNEL

THE DIRECTOR, DCI COUNTERTERRORIST CENTER SHALL ENSURE THAT ALL PERSONNEL DIRECTLY ENGAGED IN THE INTERROGATION OF PERSONS DETAINED PURSUANT TO THE AUTHORITIES SET FORTH IN THE MOM HAVE BEEN APPROPRIATELY SCREENED (FROM THE MEDICAL, PSYCHOLOGICAL, AND SECURITY STANDPOINTS), HAVE REVIEWED THESE GUIDELINES, HAVE RECEIVED APPROPRIATE TRAINING IN THEIR IMPLEMENTATION, AND HAVE COMPLETED THE ATTACHED ACKNOWLEDGMENT.

4. APPROVALS REQUIRED

WHENEVER FEASIBLE, ADVANCE APPROVAL IS REQUIRED FOR THE USE OF STANDARD TECHNIQUES BY AN INTERROGATION TEAM. IN ALL

INSTANCES, THEIR USE SHALL BE DOCUMENTED IN CABLE TRAFFIC. PRIOR APPROVAL IN WRITING (E.G., BY WRITTEN MEMORANDUM OR IN CABLE TRAFFIC) FROM THE DIRECTOR, DCI COUNTERTERRORIST CENTER, WITH THE CONCURRENCE OF THE CHIEF, CTC LEGAL GROUP, IS REQUIRED FOR THE USE OF ANY ENHANCED TECHNIQUE(S), AND MAY BE PROVIDED ONLY WHERE D/CTC HAS DETERMINED THAT (A) THE SPECIFIC DETAINEE IS BELIEVED TO POSSESS INFORMATION ABOUT RISKS TO THE CITIZENS OF THE UNITED STATES OR OTHER NATIONS, (B) THE USE OF THE ENHANCED TECHNIQUE(S) IS APPROPRIATE IN ORDER TO OBTAIN THAT INFORMATION, (C) APPROPRIATE MEDICAL AND PSYCHOLOGICAL PERSONNEL HAVE CONCLUDED THAT THE USE OF THE ENHANCED TECHNIQUE(S) IS NOT EXPECTED TO PRODUCE "SEVERE PHYSICAL OR MENTAL PAIN OR SUFFERING," AND (D) THE PERSONNEL AUTHORIZED TO EMPLOY THE ENHANCED TECHNIQUE(S) HAVE COMPLETED THE ATTACHED ACKNOWLEDGMENT. NOTHING IN THESE GUIDELINES ALTERS THE RIGHT TO ACT IN SELF-DEFENSE.

5. RECORDKEEPING

IN EACH INTERROGATION SESSION IN WHICH AN ENHANCED TECHNIQUE IS EMPLOYED, A CONTEMPORANEOUS RECORD SHALL BE CREATED SETTING FORTH THE NATURE AND DURATION OF EACH SUCH TECHNIQUE EMPLOYED, THE IDENTITIES OF THOSE PRESENT, AND A CITATION TO THE REQUIRED HEADQUARTERS APPROVAL CABLE. THIS INFORMATION, WHICH MAY BE IN THE FORM OF A CABLE, SHALL BE PROVIDED TO HEADQUARTERS.

APPROVED:

DIRECTOR OF CENTRAL INTELLIGENCE

28 JANUARY 2003

ACKNOWLEDGMENT

I, (NAME), ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND AND WILL COMPLY WITH THE "GUIDELINES ON INTERROGATIONS CONDUCTED PURSUANT TO THE PRESIDENTIAL MEMORANDUM OF NOTIFICATION OF 17 SEPTEMBER 2001" OF 28 JANUARY 2003.

ACKNOWLEDGED:

NAME

DATE

END OF MESSAGE

~~TOP SECRET~~

EIT briefing for SECSTATE

A-N 744

From:

To:

Jessen-Y-,

John

John A. Rizzo

Cc:

Bcc:

Subject: EIT briefing for SECSTATE

Date: 6/22/2007 12:27:38 PM

On 22 June 2007, D/CTC . Drs. Jim Mitchell and Bruce Jessen and Acting General Counsel John Rizzo attended a 30 minute meeting with SECSTATE Condolceza Rice. State general counsel John Bellenger also attended. The subject of the meeting was our interrogations program, specifically the use of EIT's and their relevance vis a vis United States treaty obligations with regard to Common Article III. We had expected to focus the discussion on the nudity EIT, but were surprised when SECSTATE was interested only in discussing sleep deprivation.

The SECSTATE indicated her familiarity with the program and the manner in which it is run, acknowledging that she had been part of the decision-making process at the genesis of the use of EIT's. She expressed support for the program and understood its importance. SECSTATE was adamant regarding past legality of the program and expressed satisfaction that the program has been implemented professionally and responsibly. Since passage of the Detainee Treatment Act, however, she has had growing concerns about two of the EIT's currently being proposed for use. She said that the Department of State has a different interpretation from that of the Department of Justice on the interpretation of the Geneva Convention's Common Article III. Her main concern was a potential abrogation of US law and of international treaty obligations were these EIT's use continued.

During the discussion of the sleep deprivation EIT, SECSTATE made it clear that her concern did not center on depriving a detainee of sleep, but about the specific method of implementation and the image this EIT evoked. She expressed

EIT briefing for SECSTATE

concern that this image was reminiscent of images associated with Abu Ghayb.

While she readily recognized that CIA had nothing to do with the Abu Ghayb scandal, she characterized the problem as "something we all have to live

with." Mr. Bellenger expressed concern that a detainee might be injured were he to fall asleep while in a standing sleep deprivation position. In such a case, Mr. Bellenger was concerned that the detainee might fall and injure himself especially if the detainee's full weight was being supported only his arms while suspended by a tether attached to the ceiling. It was noted to Mr.

Bellenger that in the many instances sleep deprivation has been implemented in

this way, no such injuries had occurred.

Drs. Jessen and Mitchell explained that the primary effect of the sleep deprivation EIT was derived from keeping the detainee awake, and not from the specific method used to do so. They explained that standing sleep deprivation

had evolved as a method for the detainees' natural startle reaction to keep them awake without having to resort to physical contact with the detainee. Avoiding the use of physical contact to keep the detainee awake reduced the risk of drifting toward escalating physical contact to abusive levels by security personnel. Mr. Bellenger also raised concern over the possible harmful medical impact of standing for long periods. Drs. Jessen and Mitchell

explained the role of CIA medical personnel during the interrogation process and their authority to stop the EIT were they to observe medical problems, such as excessive swelling.

SECSTATE was interested in other methods by which a detainee might be deprived

of sleep without the detainees standing in shackles. Drs. Jessen and Mitchell

indicated the possibility of devising alternative methods to deprive sleep.

SECSTATE raised the possibility that the sleep deprivation EIT could be implemented progressively with non-standing methods used initially and standing

used only when that appeared to be the only way to keep the detainee awake.

She expressed the intention to raise this with the DCIA

Because the time for the meeting was running out, Dr. Mitchell raised the issue

of nudity. While SECSTATE was polite, she was firm. She stated that she had already made her decision on nudity and stated that there was no need for discussion on that issue.

Jessen and Mitchell will work on alternative methods for implementing the

EIT briefing for SECSTATE

sleep deprivation EIT and propose courses of action.

**Summary and Reflections of Chief of Medical Services on OMS
Participation in the RDI Program**

UNCLASSIFIED // FOR PUBLIC RELEASE

~~TOP SECRET~~ / [REDACTED] / ~~NOFORN~~ // MR

In the immediate wake of 9/11 OTS again returned to the subject of interrogation and that September contracted with recently retired Air Force SERE psychologist Jim Mitchell to produce a paper on al-Qa'ida resistance-to-interrogation techniques. Mitchell collaborated with another Air Force SERE psychologist, Bruce Jessen, and eventually produced "Recognizing and Developing Countermeasures to Al-Qa'ida Resistance to Interrogation Techniques: A Resistance Training Perspective."²¹ Following AZ's capture, Mitchell was sent to [REDACTED] to serve as a behind-the-scenes consultant to interrogators and the on-site OMS staff psychologist (who was there to evaluate AZ psychologically, and explore possible approaches to interrogation and debriefing.)

Under most circumstances, interrogators seek to exploit the initial shock of capture, which in AZ's case was long since past. In lieu of this they chose to take advantage of the "shock" of his return to detainee prisoner status, in the austerity of a [REDACTED] cell. One day after his return from the comfortable hospital setting, a three day period of interrogation was begun, employing all the previously approved measures. The on-site OMS physician monitored this closely, and found that neither the initial three-day period of sleep deprivation nor shorter periods repeated several days later that week impacted his continuing recovery. These measures also failed to garner any

²¹ Mitchell had 13 years of experience in the Air Force SERE program, and Jessen 19 years. Additionally, Jessen had worked with released U.S. military detainees in the Nineties.

~~TOP SECRET~~ / [REDACTED] / ~~NOFORN~~

TOP SECRET/[REDACTED] NOFORN//MR

[REDACTED]

dramatic new intelligence. A one day repetition the following week was similarly ineffectual. As the on-site personnel assessed the situation, "there is unlikely to be a 'Perry Mason' moment where the subject ultimately gives up but rather will likely yield information slowly over the course of the interrogations. The subject currently is taking a highly sophisticated counter-interrogation resistance posture where his primary position is to avoid giving details."²²

The next contemplated step—which was approved for use at the end of AZ's first week of interrogation—would have been more punitive: placing him in a "confinement" box akin to that previously used in the Agency's own training program. As OMS was advised, confinement boxes had been introduced [REDACTED]

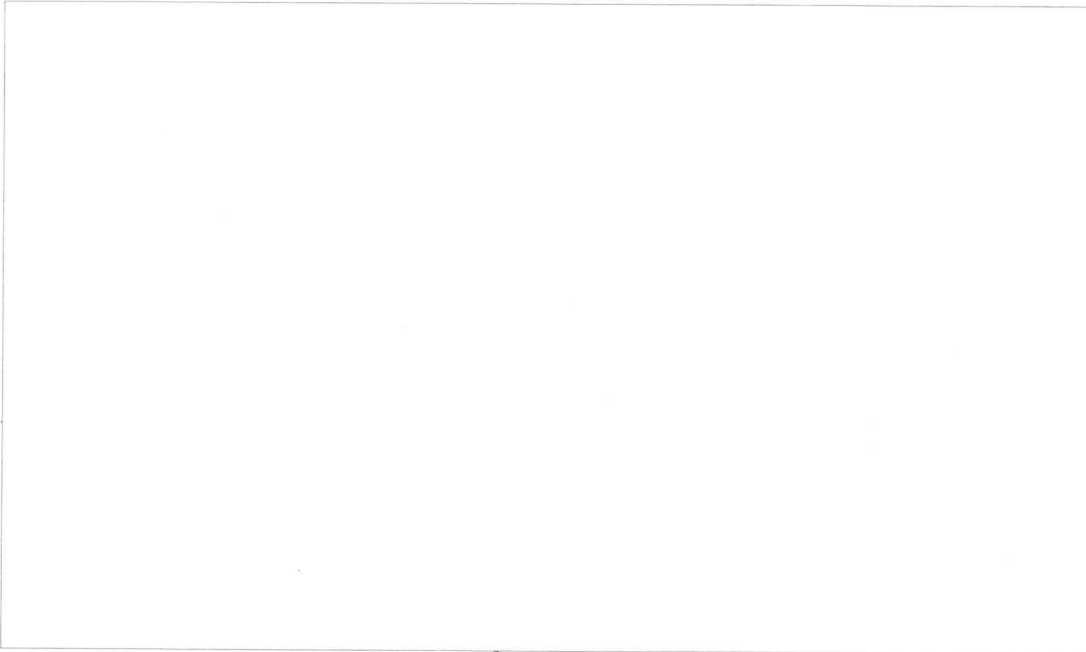
[REDACTED] The proposed Agency box was to be 30" x 20" x 85", which was more spacious than both the "prototype" [REDACTED] and the one once used in Agency training. The plan was to confine AZ in a reclining box for a trial period of 1-2 hours, repeated no more than 3 times a day [REDACTED] [REDACTED] believed that it would "achieve the desired effect."

[REDACTED]

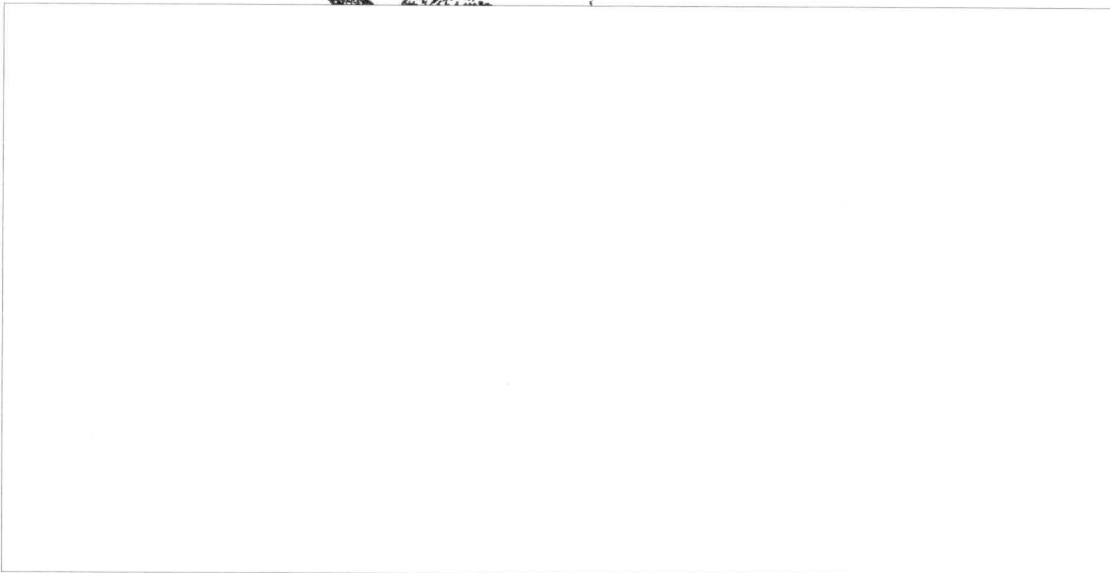
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Given the lack of success with AZ, SERE psychologists Mitchell and Jessen (the latter having retired from the Air Force in May and became an OTS IC) were tasked with devising a more aggressive approach to interrogation. Their solution was to employ the full range of SERE techniques. They, together with other OTS psychologists, researched these techniques, soliciting information on effectiveness and harmful after effects from various psychologists, psychiatrists, academics, and the Joint Personnel Recovery Agency (JPRA), which oversaw military SERE programs.



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By early July a specific plan for the aggressive phase of AZ's interrogation had been worked out. The goal was to jarringly "dislocate" his expectations of treatment, and thereby motivate him to cooperate. (At the time AZ was believed to be author of the al-Qa'ida manual on interrogation resistance; he still seemed to think if he could hold out longer, he would be transferred into the benign U.S. judicial system.) The interrogations would be handled exclusively by the two contract SERE psychologists,²⁴ who would escalate quickly through a "menu" of pre-approved techniques.

[REDACTED]—i.e., a senior OMS PA, who had worked in the previous Agency program—was to be present throughout and, when warranted, an OMS physician. The OMS medical officers' exclusive role was to assure AZ's safety during interrogation.

As a practical matter, and with OMS concurrence, there were to be two sizes of confinement boxes. Confinement in the previously described larger box would be limited to 8 hours (and no more than 18 hours total in a 24 hour period). A much smaller box also would be built, measuring 30" high x 21" x 30". Confinement in this box would be

²⁴ CTC described Jessen as a "SERE interrogation specialist" experienced "in the techniques of confrontational interrogations:

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limited to two hours.²⁶ Care was to be taken not to force AZ's legs into a position that would compromise wound healing. In actual practice, the larger box was used in an upright position, through its dimensions were such that AZ (who was quite flexible), could sit down if he chose, albeit in a cramped position; even the small box accommodated a squatting position sometimes adopted by AZ on his own volition. At the planned point of peak interrogational intensity, waterboard applications would be alternated with use of the confinement boxes (in which he would "contemplate his situation") until, it was hoped, "fear and despair" led to cooperation.²⁷

OTS psychologists prepared briefing papers to accompany an Agency request to DoJ seeking an opinion on whether the SERE-techniques could legally be used in an actual interrogation. Of the possible measures, only the waterboard and mock burial were believed by the Agency's Office of General Counsel (OGC) to require prior Department of Justice (DoJ) approval. However, ten "Enhanced Interrogation Techniques" (EITs) initially were proposed: attention grasp, walling technique, facial hold, facial or insult slap, cramped confinement boxes, wall standing, stress positions, sleep deprivation, waterboard [REDACTED] and mock burials. To these was added the placement of harmless insects in the confinement box (based on AZ's apparent discomfort with insects). After preliminary discussion with the Department of Justice, mock burial had been eliminated from consideration. Of specific interest was whether any of these measures were barred by the most relevant Federal torture statute which prohibited the intentional infliction of severe physical or mental pain or suffering.²⁸

Among the items forwarded to DoJ along with the request was a 24 July 2002 OTS paper on "Psychological Terms Employed in the Statutory Prohibition on Torture." a memorandum from the [REDACTED]

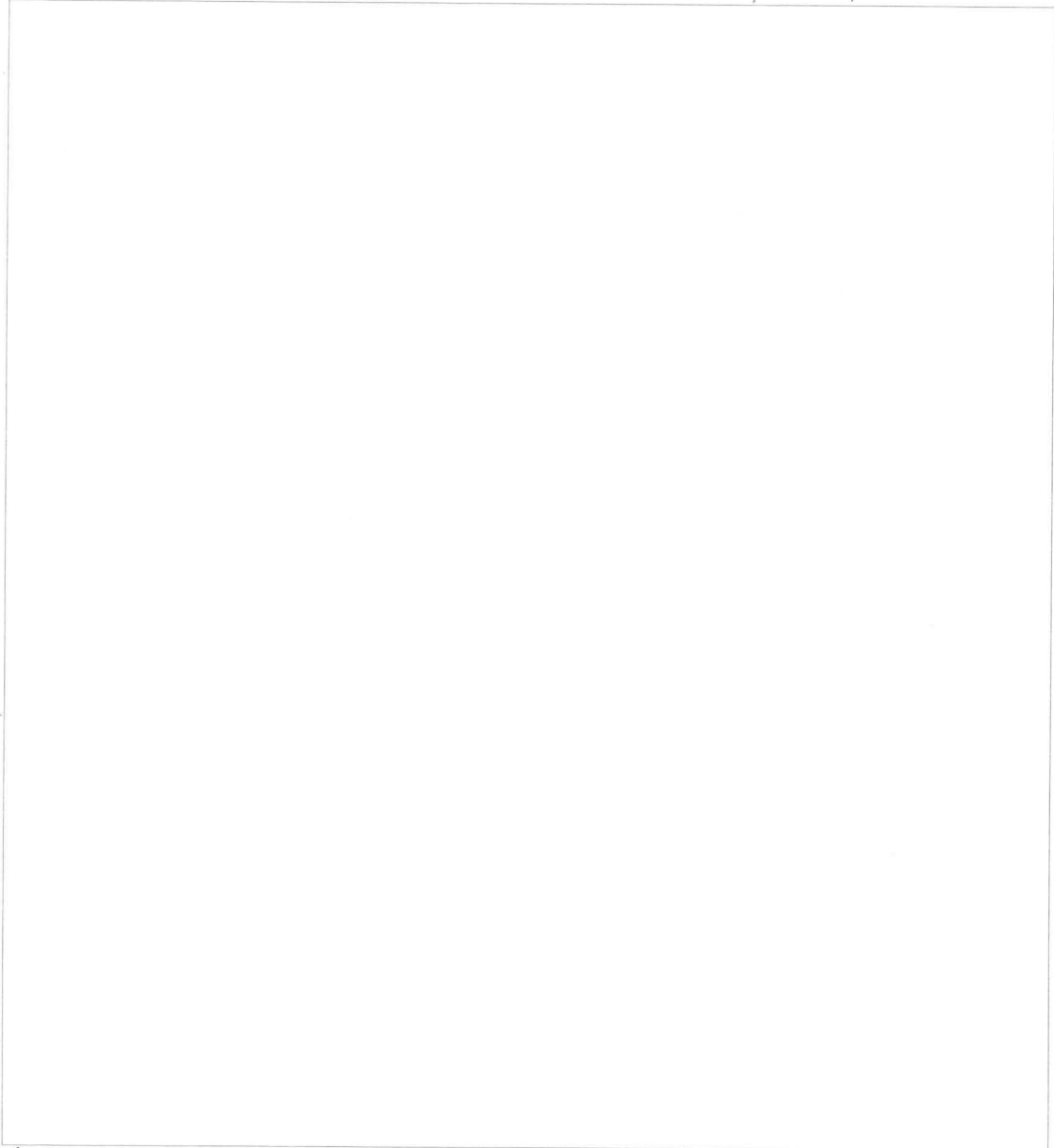
[REDACTED] and an OTS-prepared AZ psychological assessment. According to [REDACTED] almost 27,000 students had undergone Air Force SERE training between 1992 and 2001, of which only 0.14% had been pulled for psychological reasons (and of which none were known to have had "any long-term psychological impact"). The OTS paper assessed the relative risk of the various techniques, and concluded that while they had been administered to volunteers "in a harmless way, with no measurable impact on the psyche of the volunteer, we do not believe we can assure the same for a man...forced through these processes.... The

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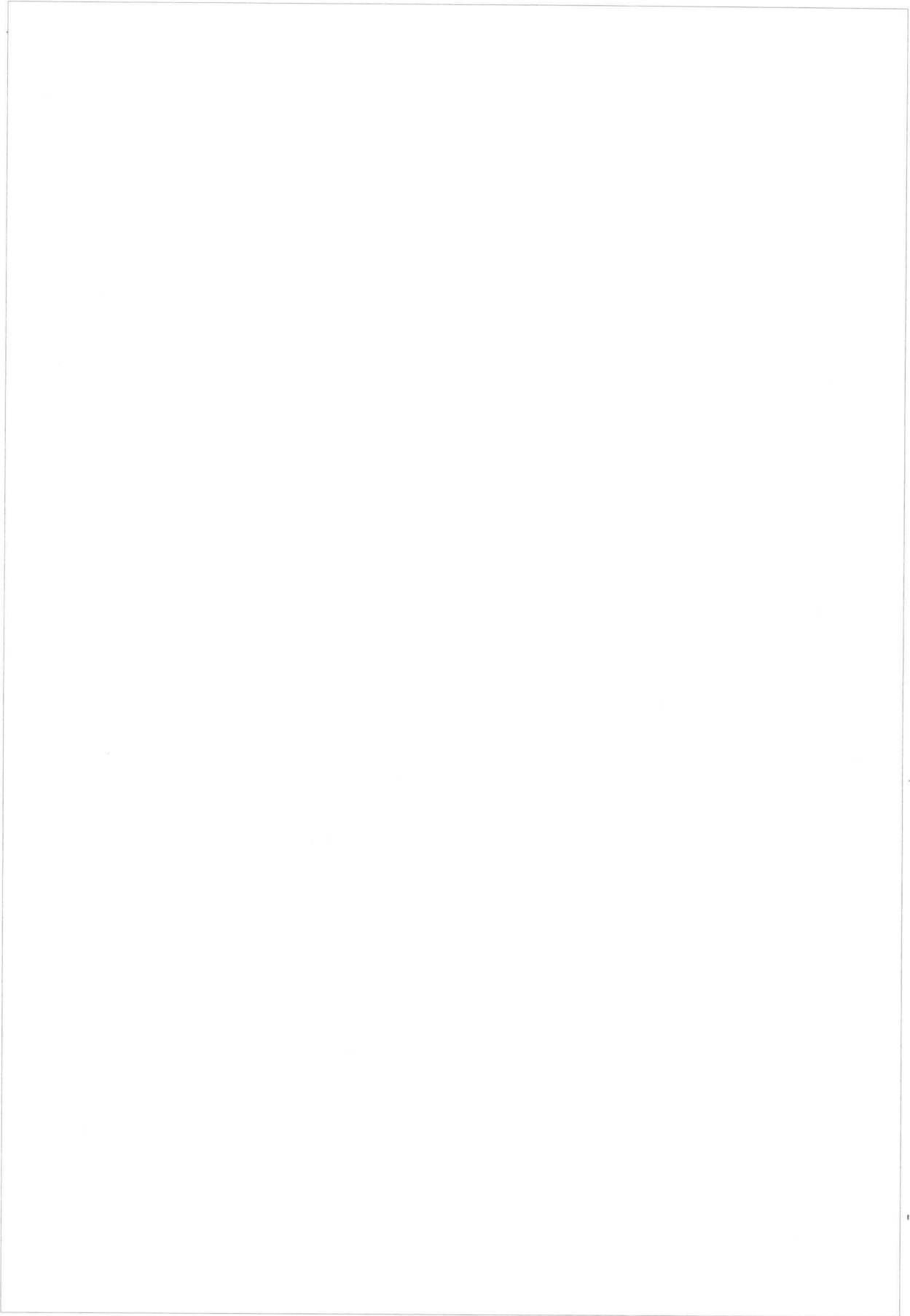
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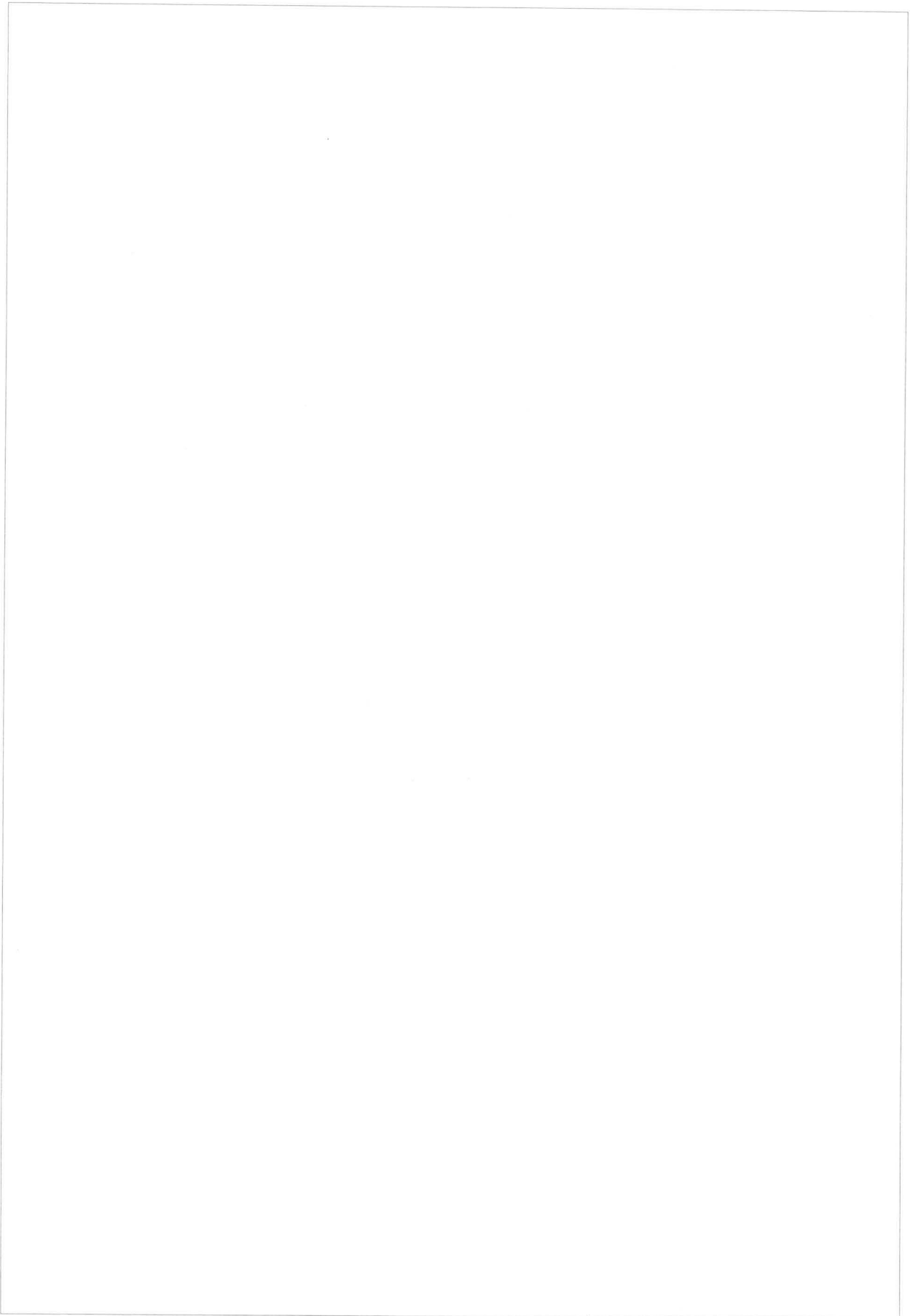
intent...is to make the subject very disturbed, but with the presumption that he will recover." "The plan is to rapidly overwhelm the subject, while still allowing him the option to choose to cooperate at any stage as the pressure is being ratcheted up. The plan hinges on the use of an absolutely convincing technique. The water board meets this need. Without the water board, the remaining pressures would constitute a 50 percent solution and their effectiveness would dissipate progressively over time, as the subject figures out that he will not be physically beaten and as he adapts to cramped confinement." ²⁹



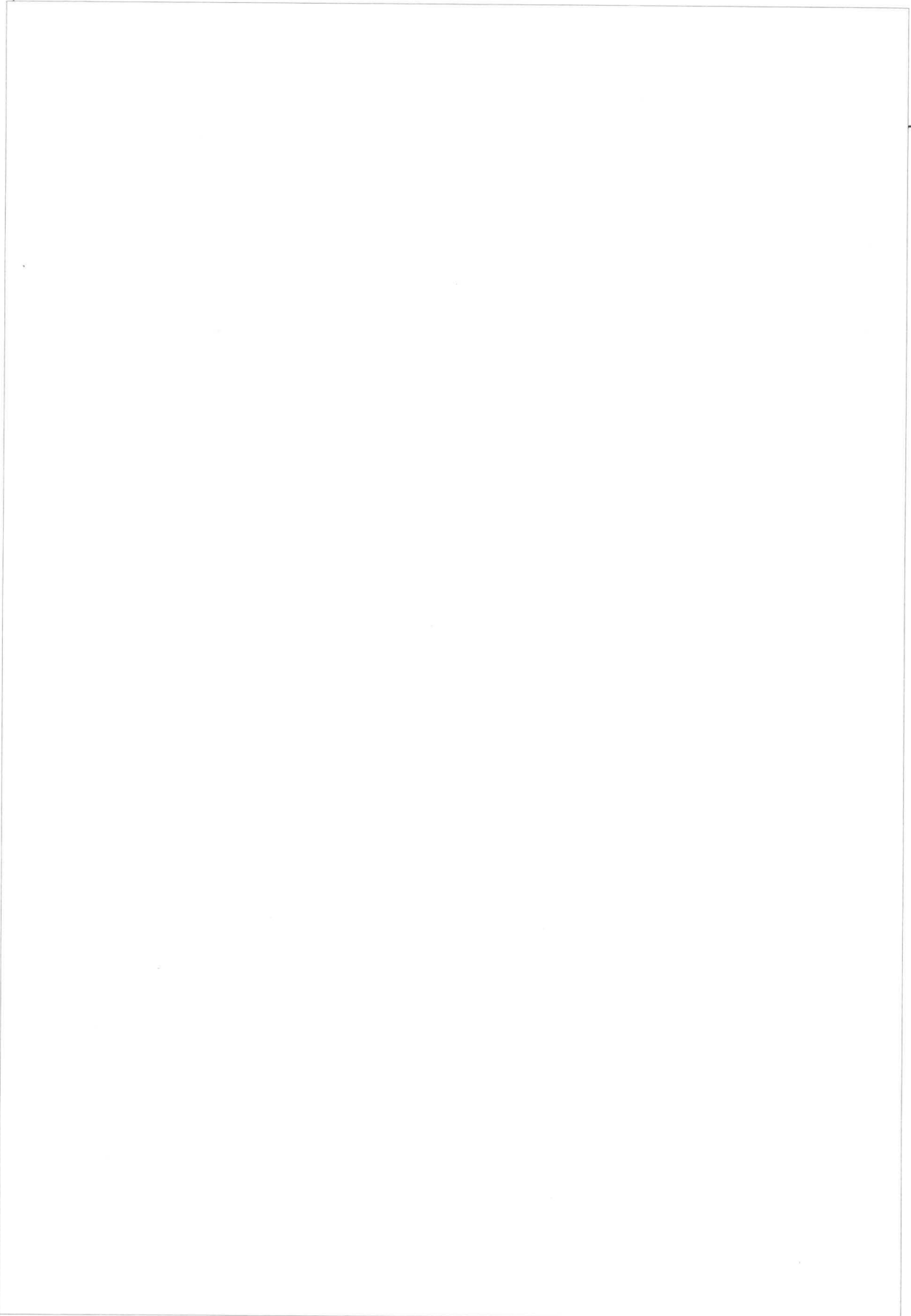
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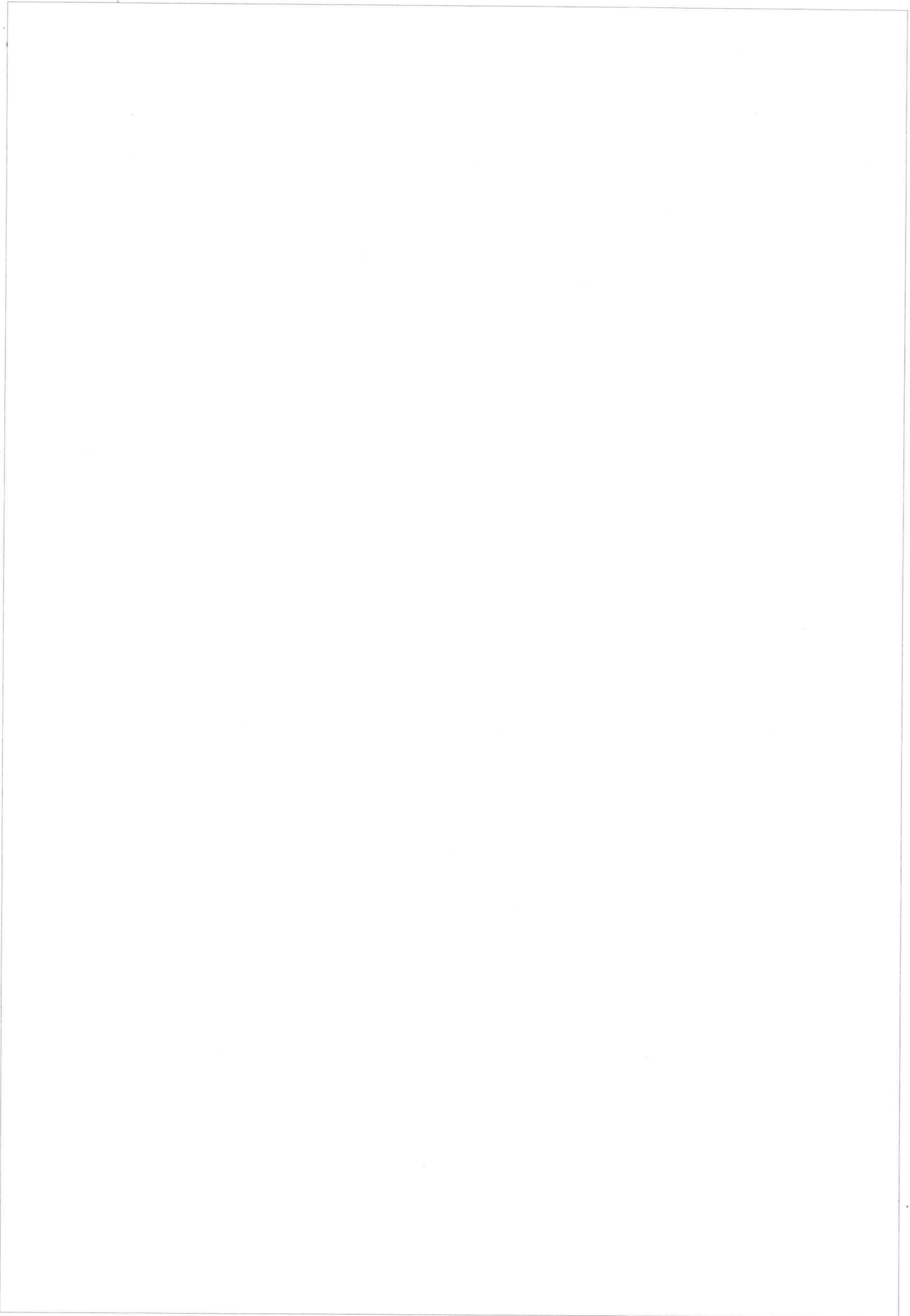
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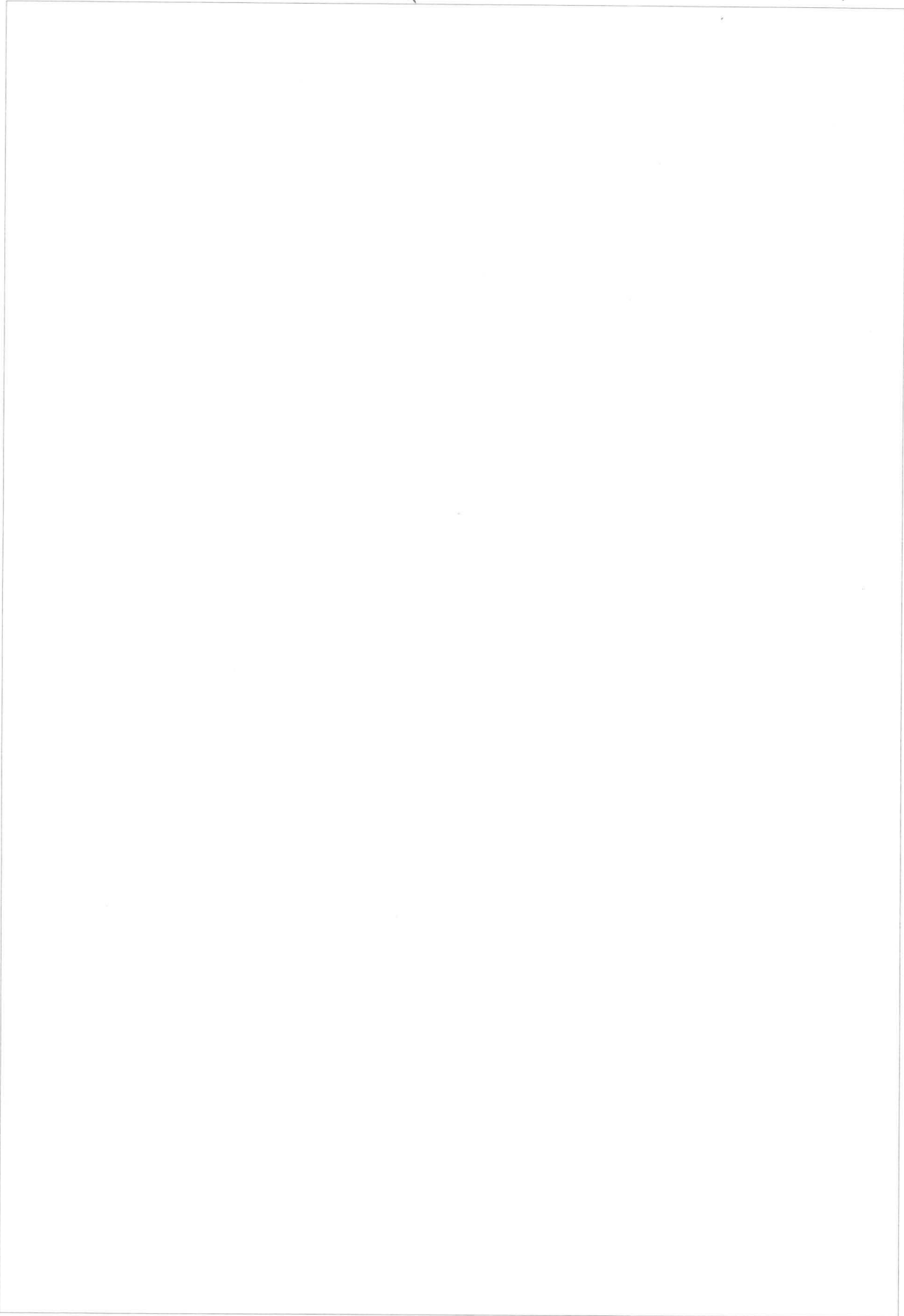


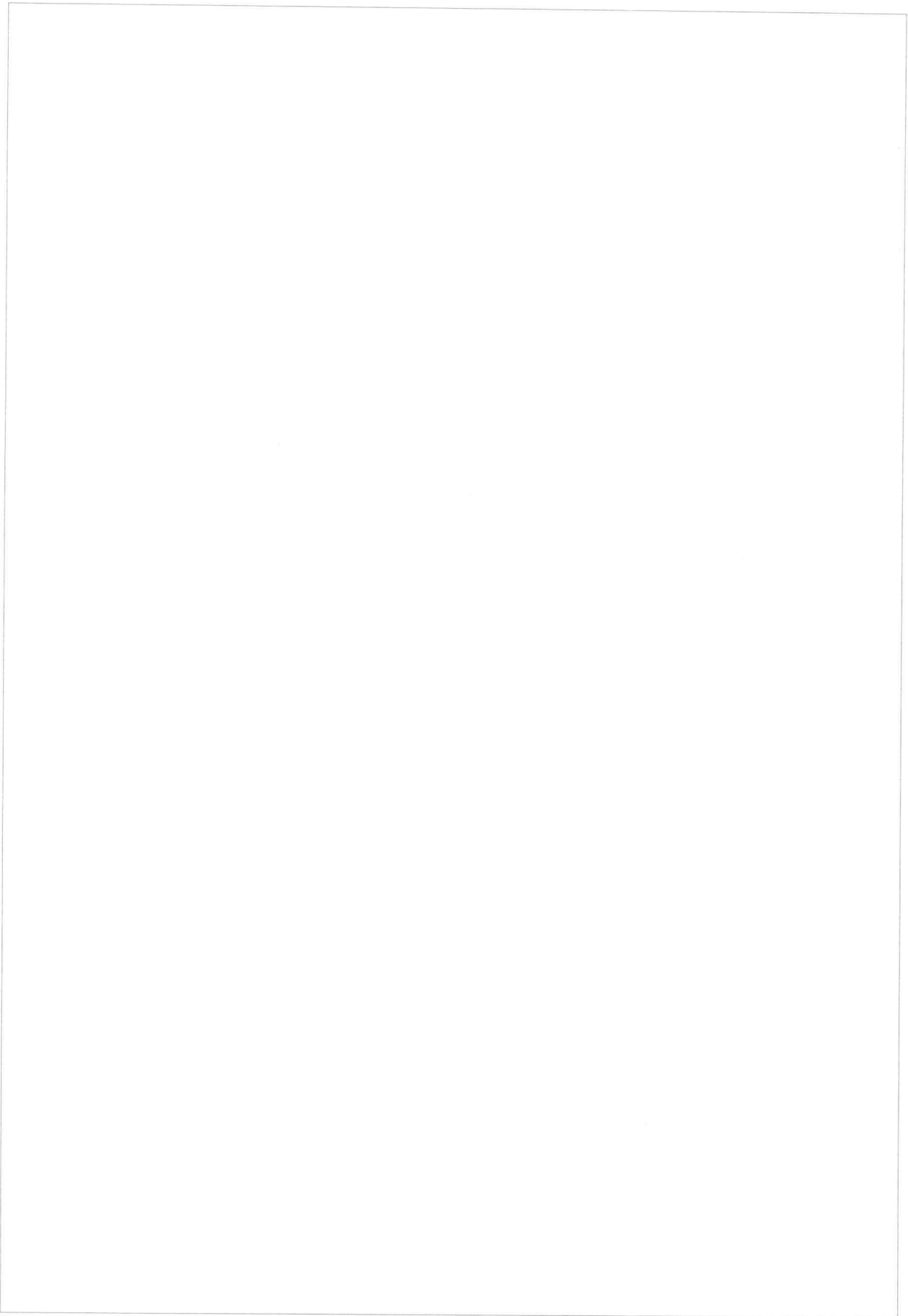


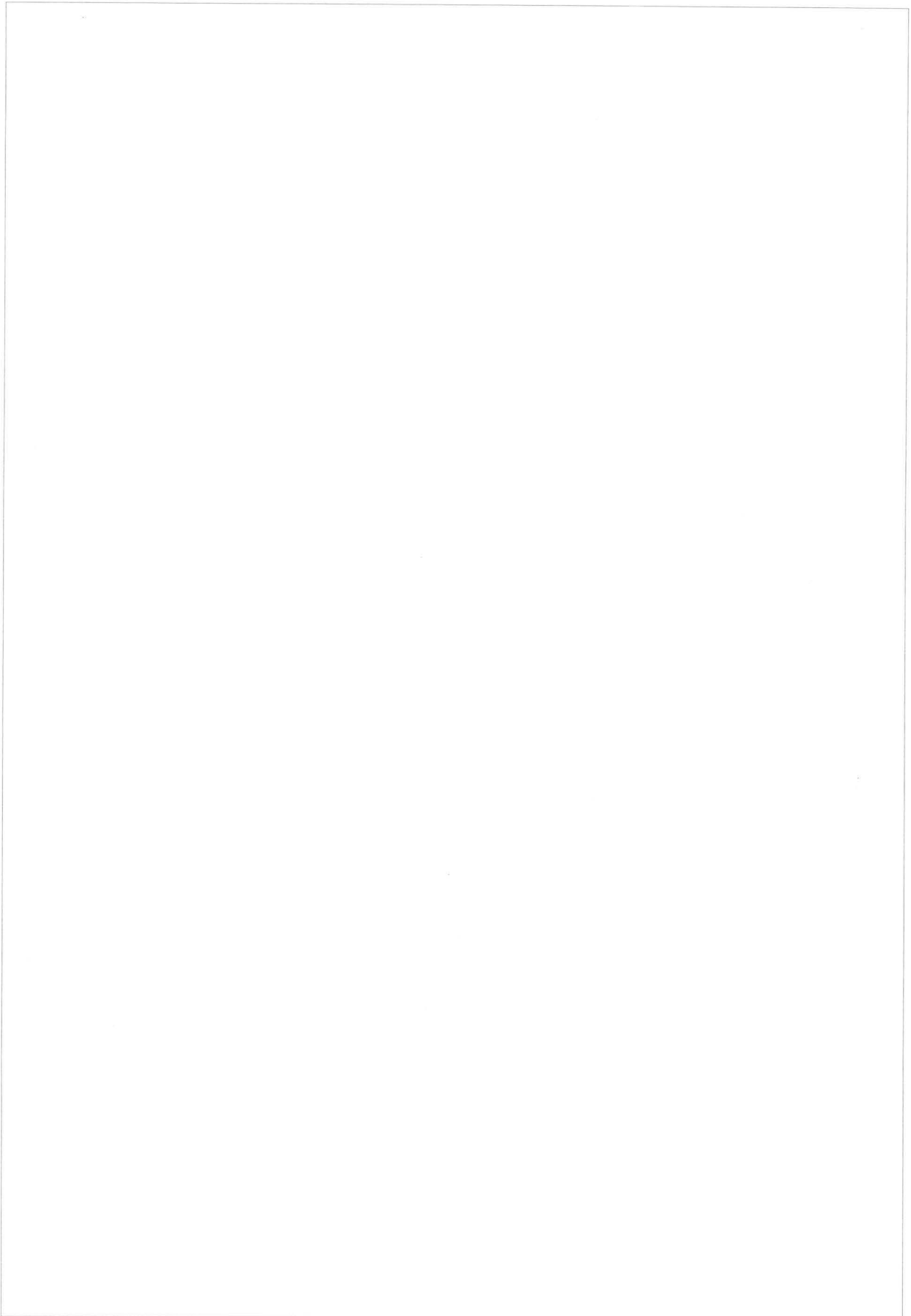






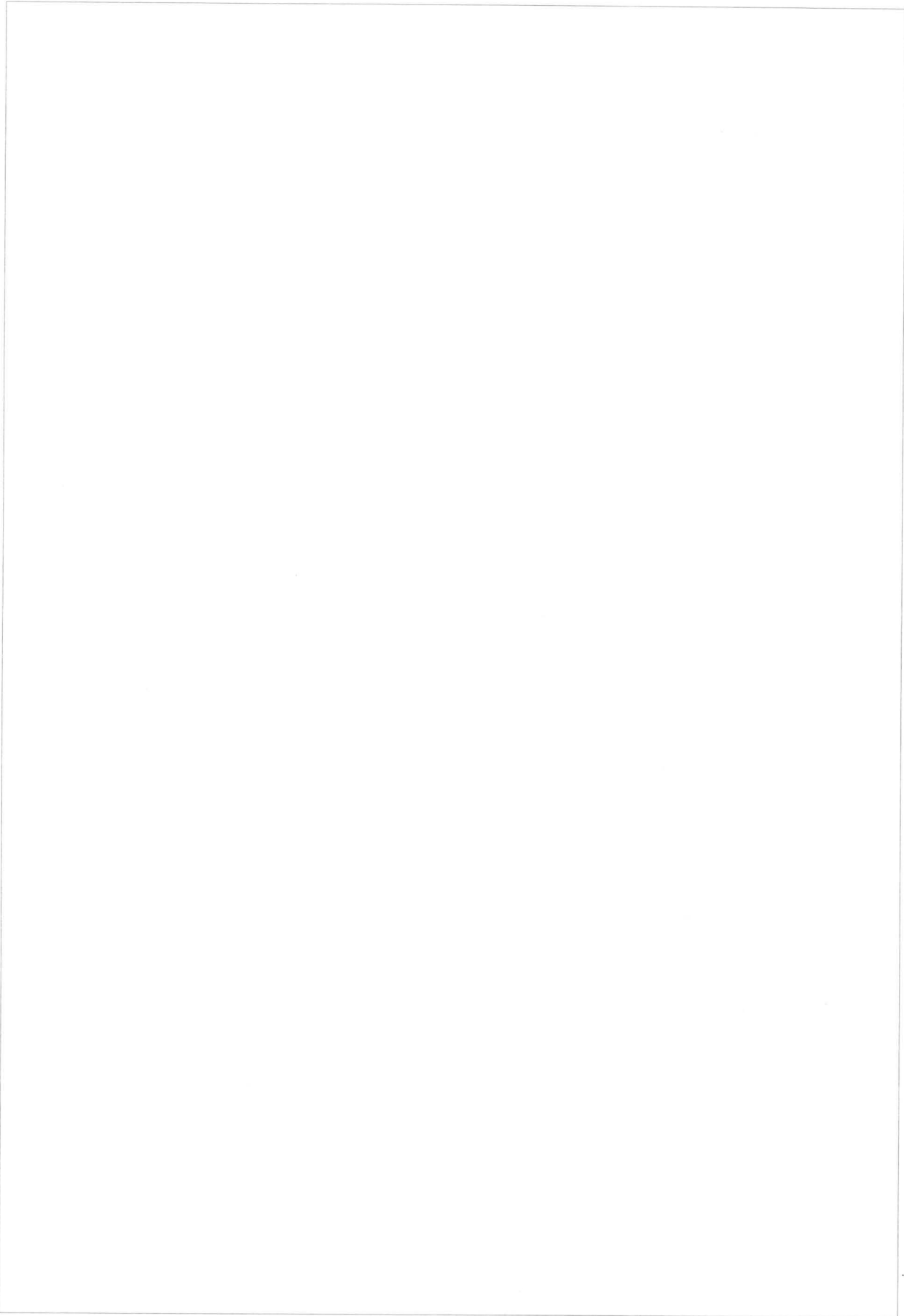








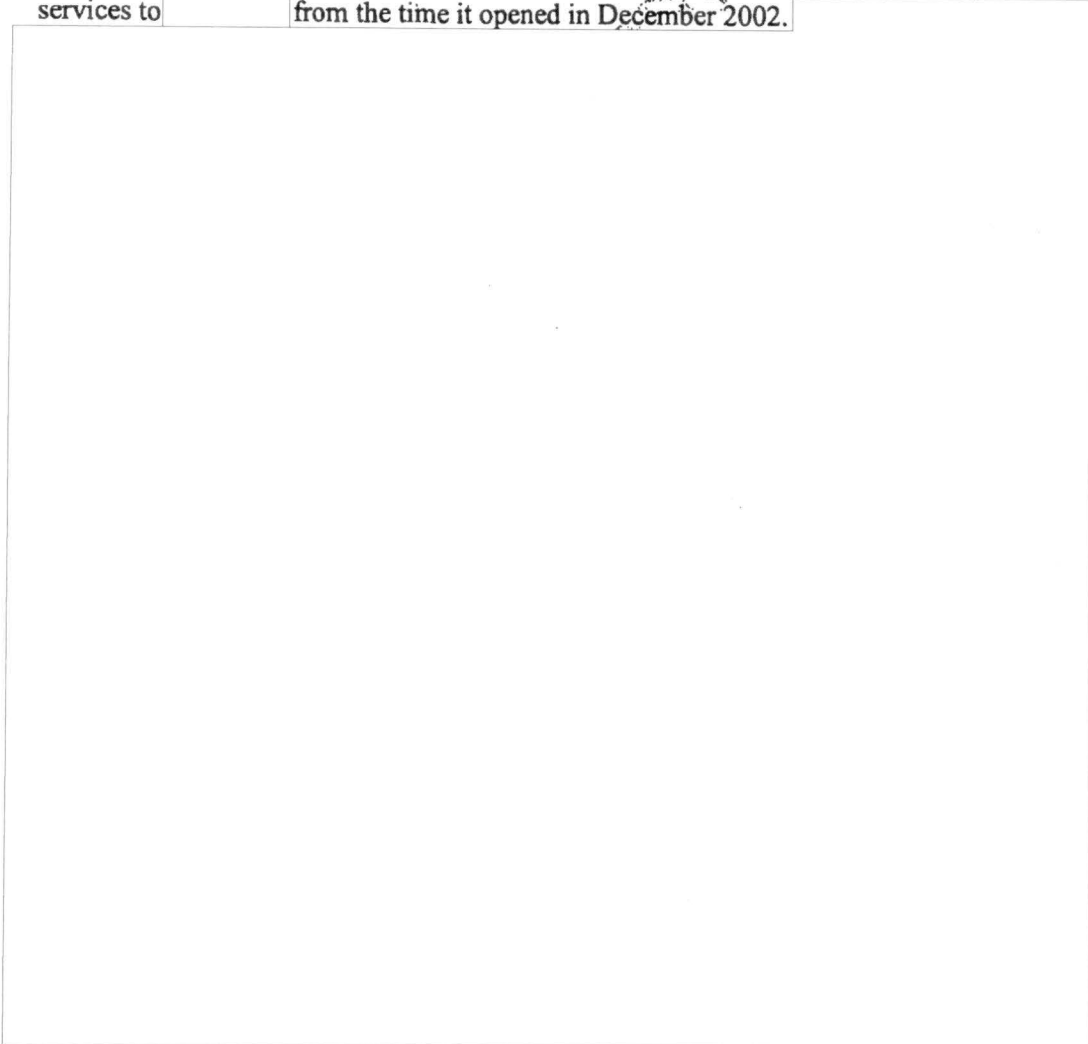




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OTS (and the contract psychologist/interrogators) provided the psychological services to [redacted] from the time it opened in December 2002.



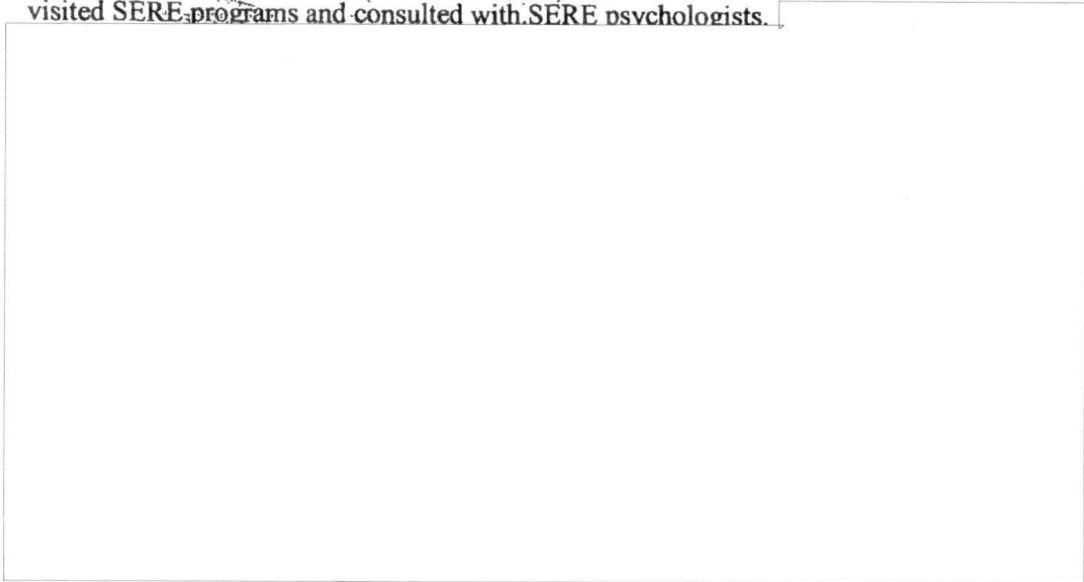
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As
OMS assumed more responsibility, OMS psychologists and psychiatrists began to attend (as observers) a new Agency High Value Target Interrogation training class.⁶⁰ Some visited SERE programs and consulted with SERE psychologists.



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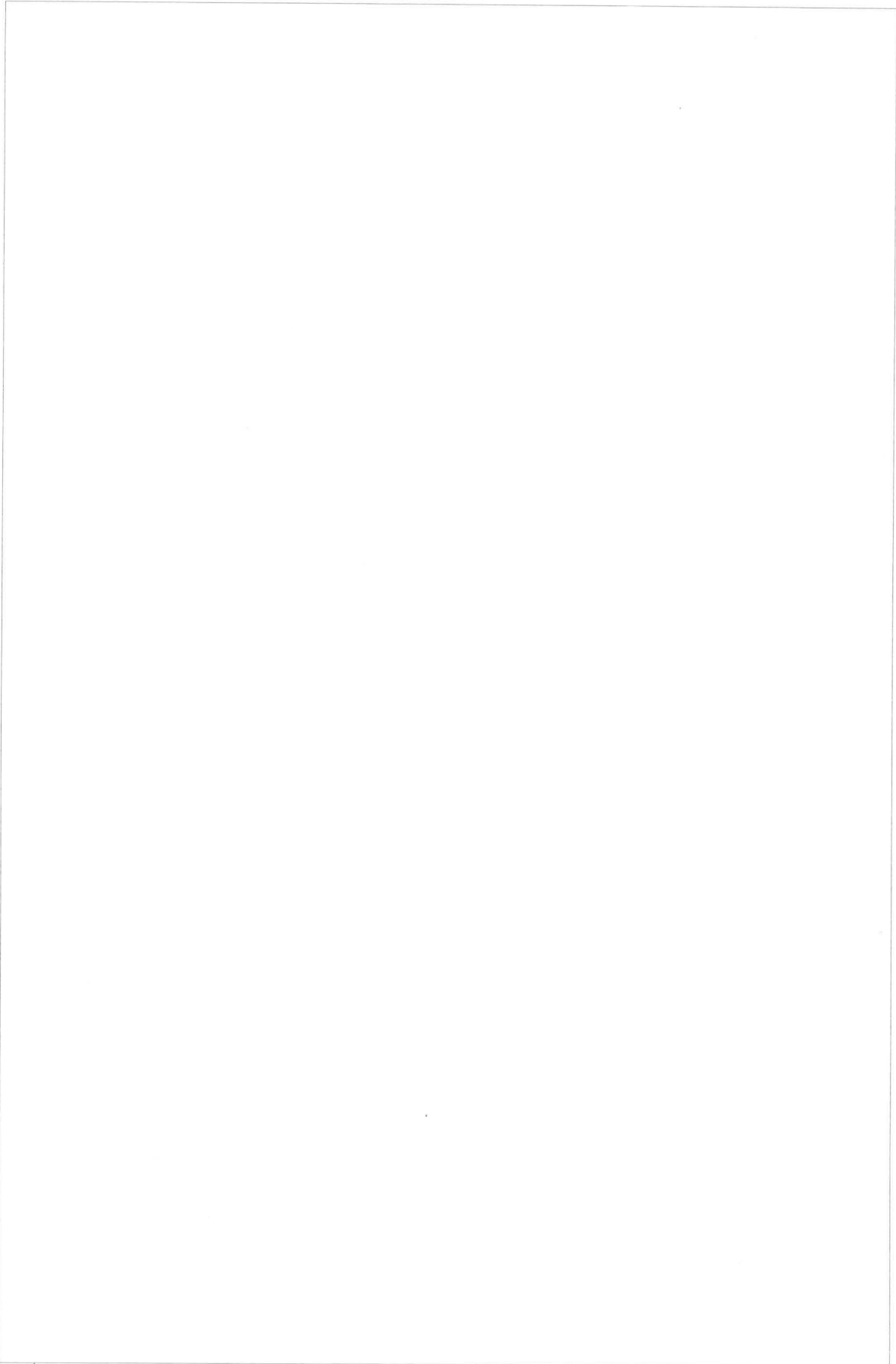
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In
May 2004 the first Inspector General report on the interrogation and detention program reviewed this history, noted the continuing OMS concerns and formally recommended a policy that “individuals assessing the medical/psychological effects of EITs may not also be involved in the application of those techniques.”⁶¹ The notion of “psychologist/interrogators” then disappeared, and the SERE contractors worked solely on the interrogation side.

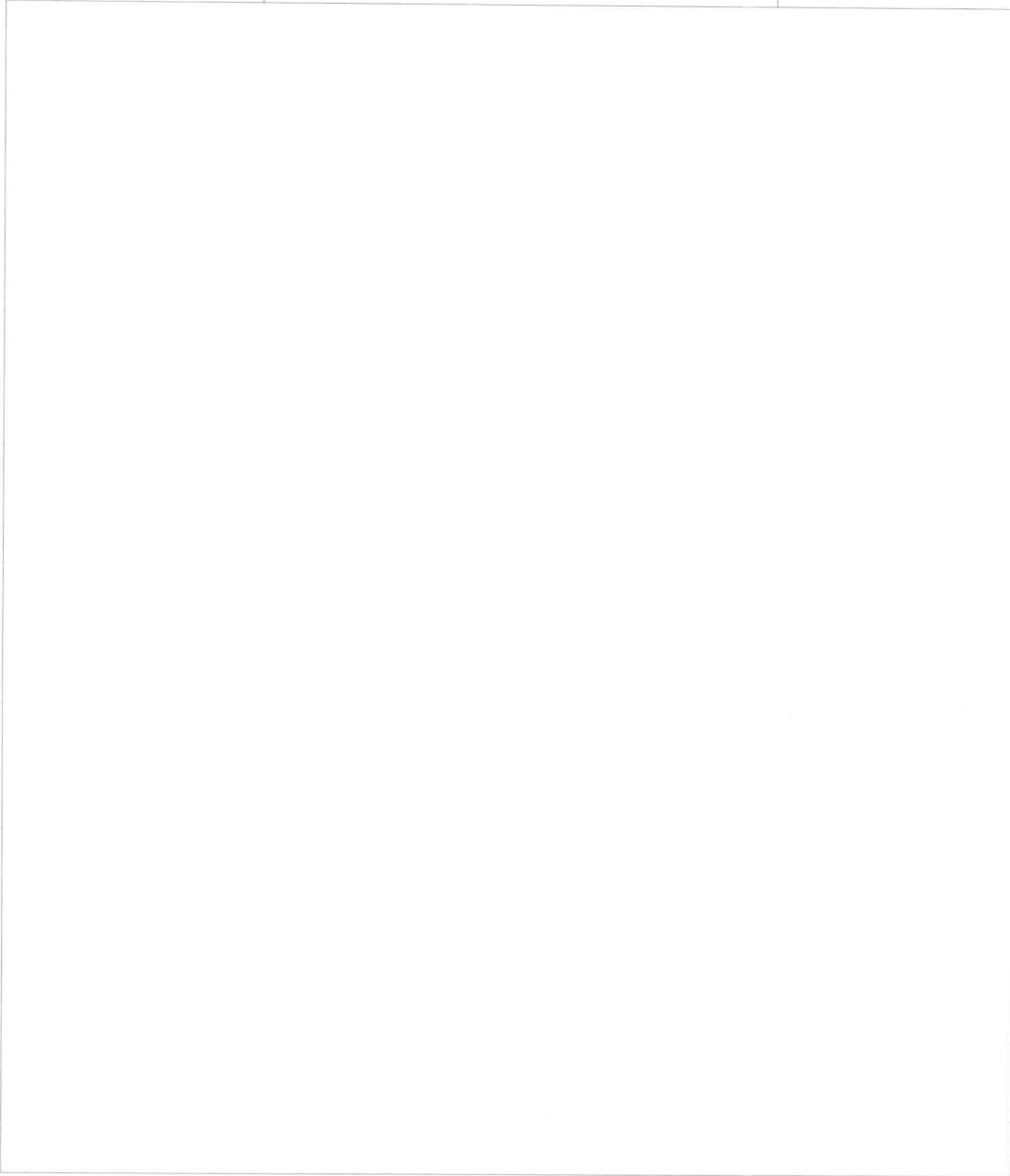
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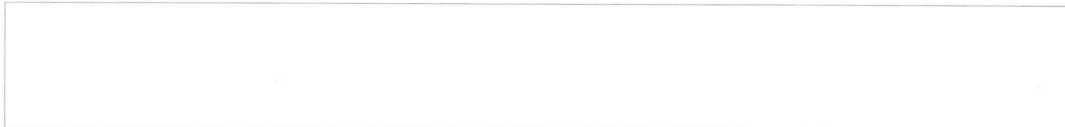


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[redacted] also had no written interrogation guidelines, though early on was granted permission to employ sleep deprivation, solitary confinement, noise, and



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[redacted]

COBALT

eventually standing sleep deprivation, nakedness and cold showers. As these were not "enhanced" techniques, no medical monitoring function was specified, nor was OMS advised of interrogations. When [redacted] detainees needed medical care, the PA assigned TDY [redacted] was called. This happened every week or two, largely for entirely routine complaints.⁶⁵ Interrogators at [redacted] left to their own devices, sometimes improvised. These improvisations varied from unauthorized SERE techniques such as smoke blown into the face, a stabilizing stick behind the knees of a kneeling detainee, and cold showers, to undisciplined, physically aggressive "hard takedowns" and staged "executions" (though the latter proved too transparent a ruse).

COBALT

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The only death tied directly to the detainee program took place in this context at [redacted]. It came about as the result of [redacted] staff being left without clear guidance, or any monitoring requirement, at a time of dramatic temperature change.

[redacted] October 2002, a suspected Afghan extremist named Gul Rahman was captured in Pakistan, and on November [redacted] rendered to [redacted]. His principle interrogator was psychologist/interrogator Bruce Jessen, on site to conduct in-depth interrogations of several recently detained al-Qa'ida operatives. For a week, Rahman steadfastly refused to cooperate despite being kept naked and subjected to cold showers and sleep deprivation. Jessen was joined by psychologist/interrogator Mitchell on November [redacted].

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[redacted] At this time the [redacted] PA visited [redacted] and found no pressing medical problems,⁶⁶ but in view of a recent temperature drop recommended that the detainees be provided with warmer clothing (between November [redacted] and [redacted] the [redacted] low had fallen eleven degrees to about 31°F). [redacted] the psychologist/interrogators performed a final mental status exam on Rahman and recommended "continual environmental deprivations." They, and the PA, then departed [redacted] the evening of November [redacted].

COBALT

Over the next few days, temperatures [redacted] improved (highs up fifteen degrees [redacted] lows up nine degrees; [redacted] but Rahman's demeanor and level of cooperation did not. When his food was delivered on the [redacted] he threw it, his water bottle and his defecation bucket at the [redacted] guards, saying he knew their faces and would kill them when he was released. On learning this, the Site Manager directed that Rahman, who wore only a sweatshirt, be shackled hands and feet, with the shackles connected by a short chain. As such, he was nearly immobilized sitting on the concrete floor of his cell. The temperature had again dropped [redacted] the preceding evening, and

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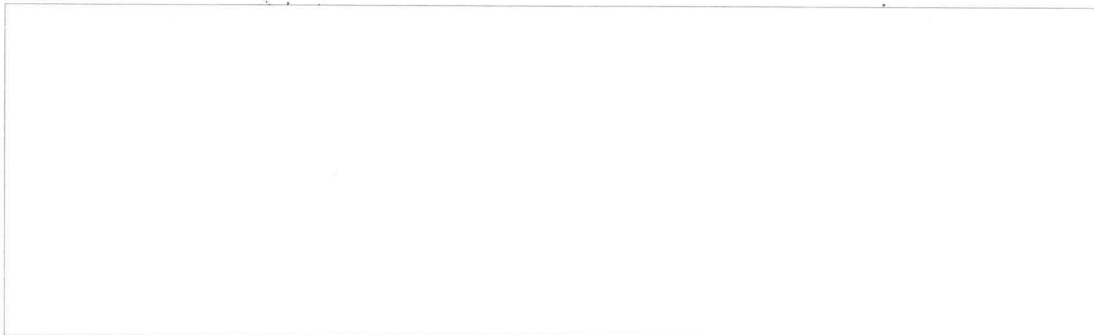
the night Rahman was short-chained reached a low of 31°F. Although Rahman allegedly looked okay to the guards during the night, he was dead the following morning.

An autopsy—performed by a [redacted] pathologist [redacted] and assisted by the [redacted] PA [redacted] to [redacted]—found no trauma, toxicology, or other pathology to explain the death. On a clinical basis, the pathologist attributed cause of death to hypothermia, consistent with the absence of specific findings. Rahman lost body heat from his bare skin directly to the concrete floor and was too immobilized to generate sufficient muscle activity to keep himself alive.⁶⁸

Gul Rahman’s death triggered several internal actions, including the generation of formal DCI guidelines on the handling and interrogation of detainees (which basically codified existing RG practice), and the requirement that all those participating in the program document that they had read and understood these requirements.⁶⁹ The “Guidelines on Confinement Conditions for CIA Detainees” (28 January 2003) required, among other things: documented periodic medical (and when appropriate, psychological) evaluations; that detainee food and drink, nutrition and sanitary standards not fall below a minimally acceptable level; that clothing and/or the physical environment be sufficient to meet basic health needs; that there be sanitary facilities (which could be a bucket); and that there be time for exercise. The “Guidelines on Interrogations Conducted Pursuant to the Presidential Memorandum of Notification of 17 September 2001” specified that EITs could not be used without prior Headquarters approval, must be preceded by a physical and psychological exam, and must be monitored by medical personnel. Even standard techniques (those deemed not to incorporate significant physical or psychological pressure) required prior approval “whenever feasible.” These standard techniques were described as including sleep deprivation (up to 72 hours, reduced to 48 hours in Dec 2003), diapering (generally not to exceed 72 hours), reduced caloric intake (still adequate to maintain general health), isolation, loud music or white noise, and denial of reading material.

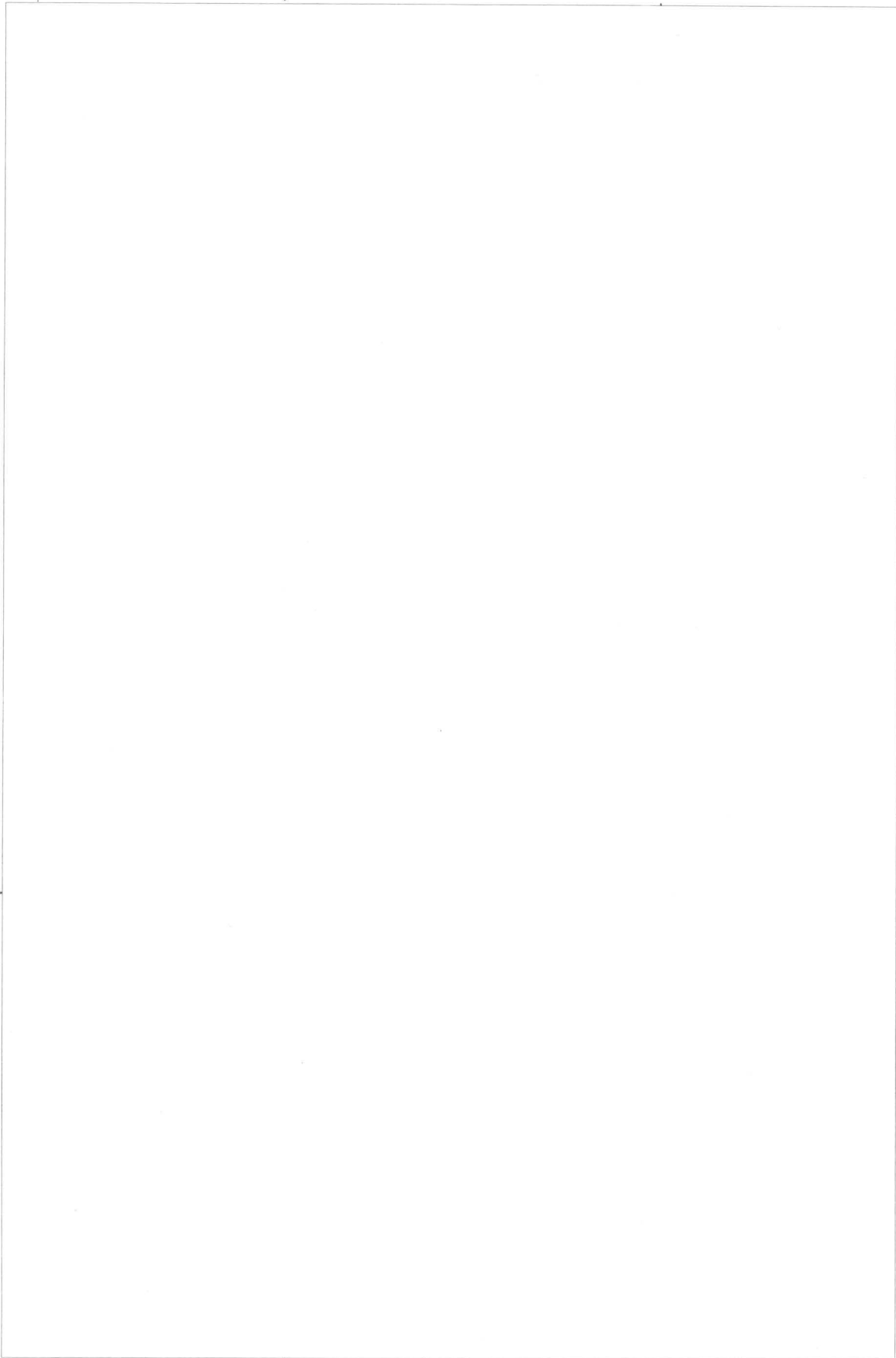
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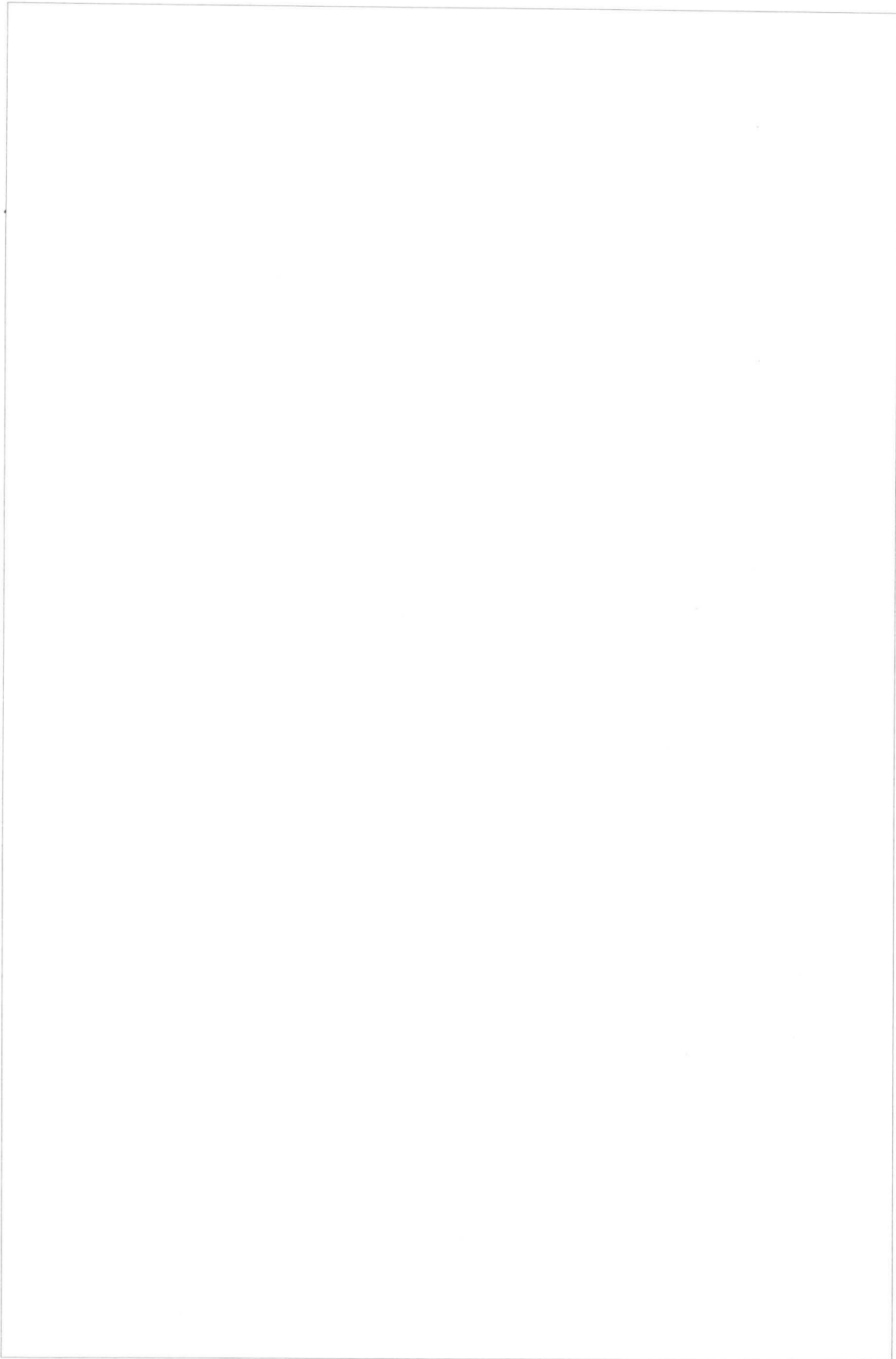
Renditions and Detainees Group (RDG, the renamed RG) in December was given responsibility for oversight of [redacted] Coincident with this, OMS took over psychologist coverage there, which began with the assessment of some [redacted] detainees then on site. The [redacted] PA also began monthly cable summaries of detainee physical health.



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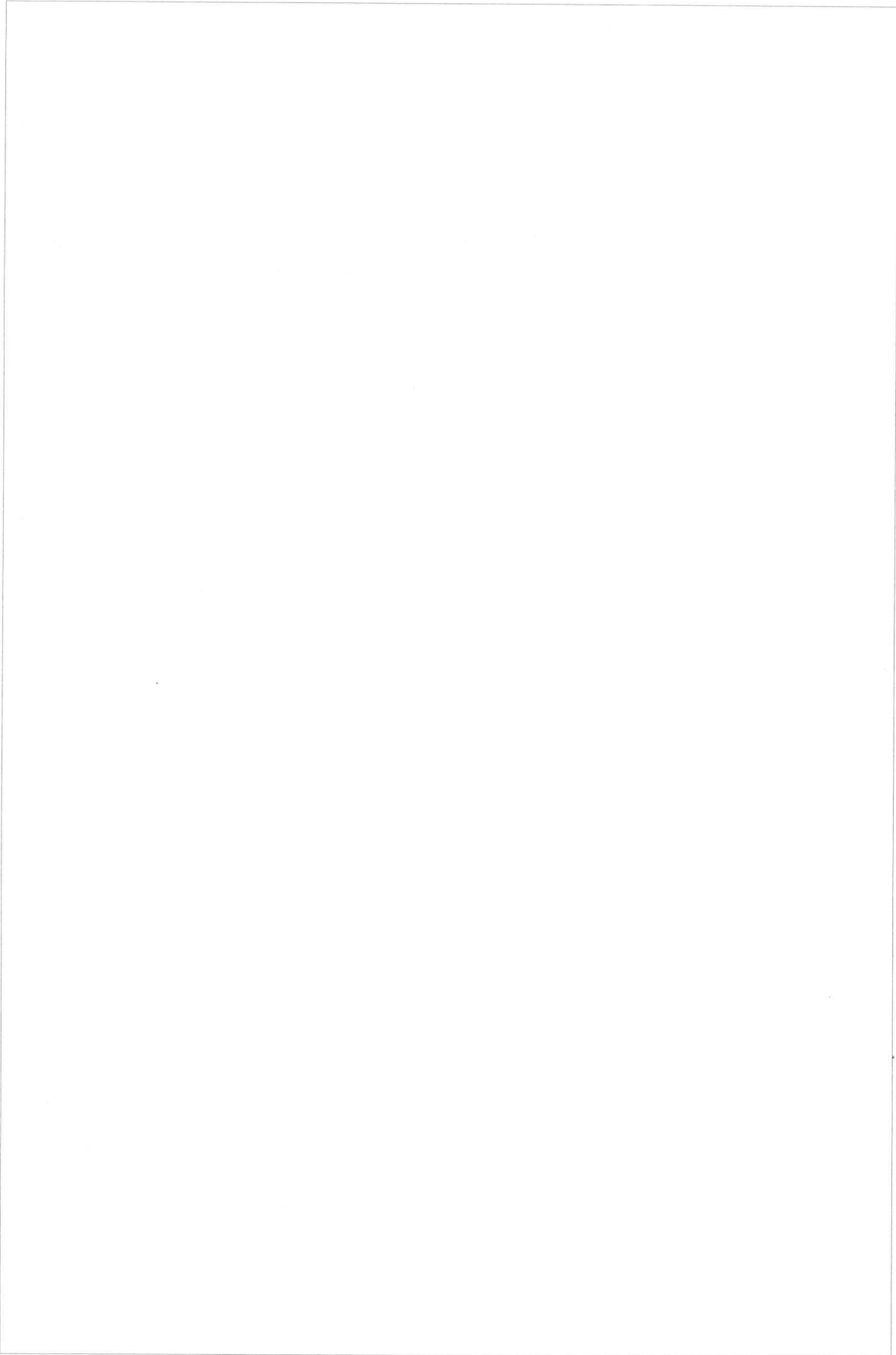












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In practice, however, AZ's cooperation did not correlate that well with his waterboard sessions. Only when questioning changed to subjects on which he had information (toward the end of waterboard usage) was he forthcoming. A psychologist/interrogator later said that waterboard use had established that AZ had no further information on imminent threats—a creative but circular justification. In retrospect OMS thought AZ probably reached the point of cooperation even prior to the August institution of "enhanced" measures—a development missed because of the narrow focus of questioning. In any event, there was no evidence that the waterboard produced time-perishable information which otherwise would have been unobtainable.⁸²

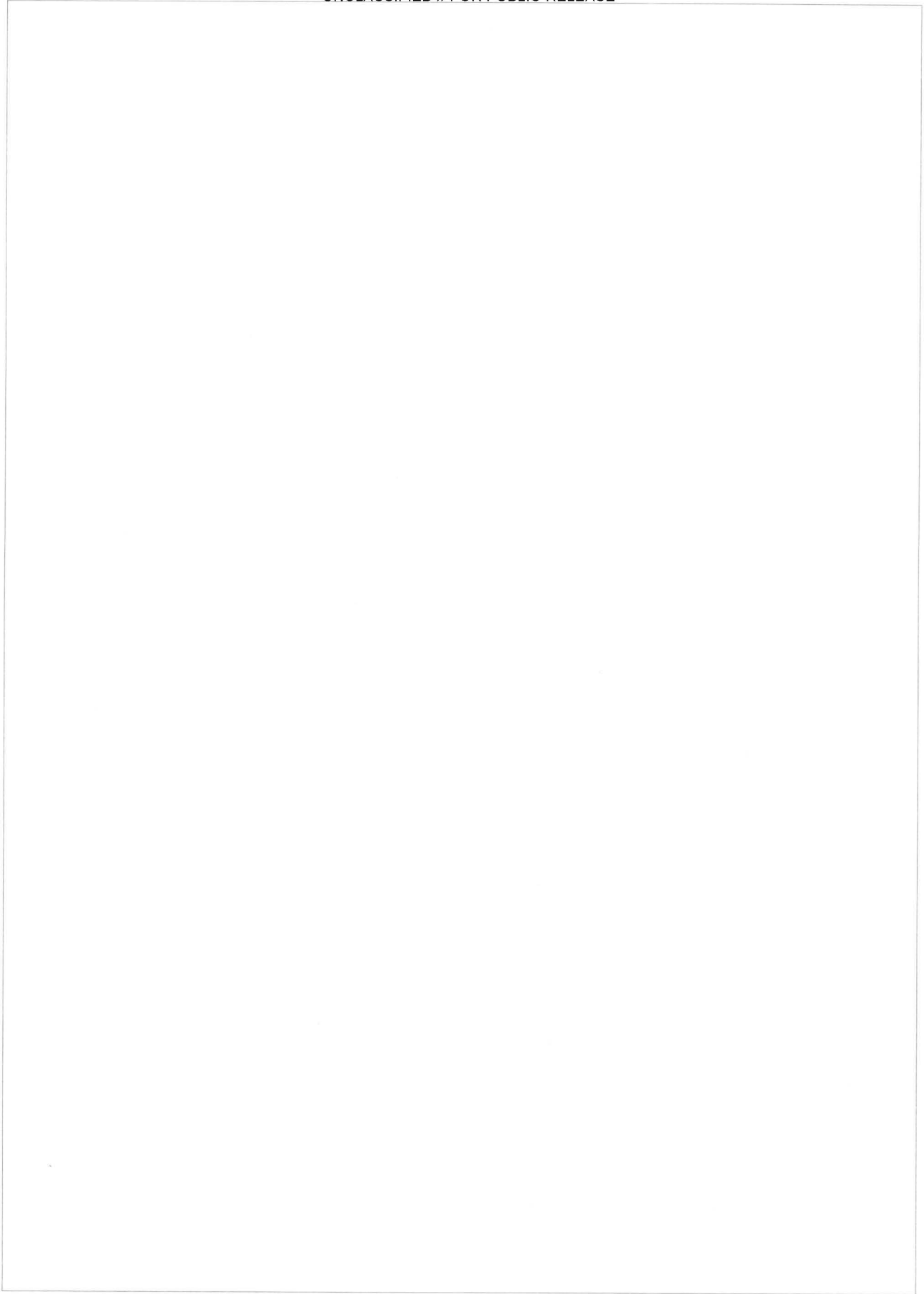


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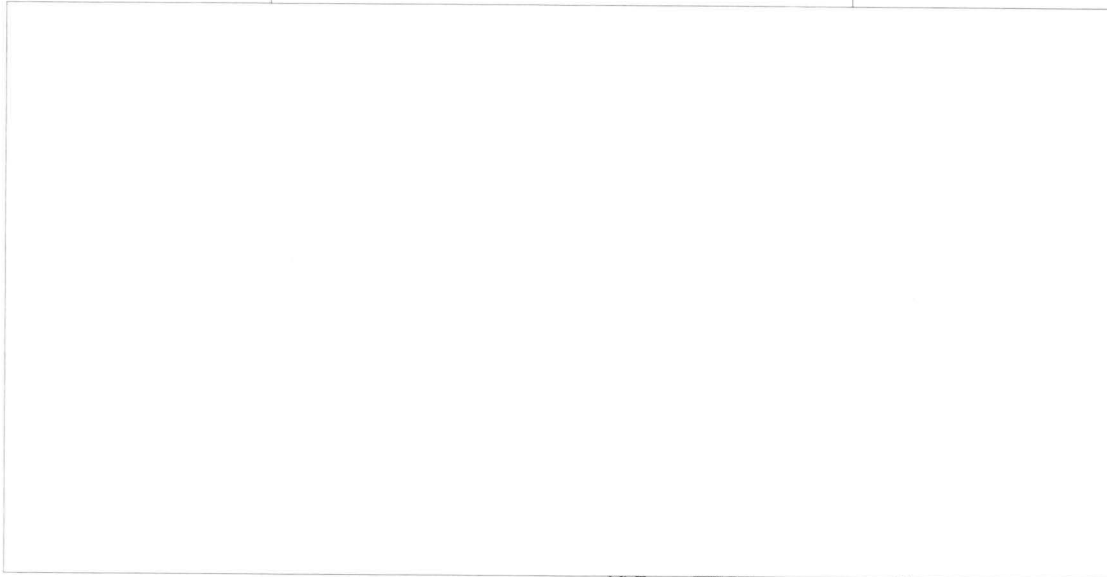








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In part to undermine the notion that individual interrogation techniques could be studied, psychologist/interrogators Jessen and Mitchell provided an instructive overview of "interrogation and coercive physical pressures."⁹⁴ Refusal to provide intelligence, they wrote, "is not overcome through the use of *this physical technique* to obtain *that effect*... independent of the other forces at work. Such thinking led some people not involved in the actual process of interrogation to believe that the relative contribution of individual interrogation techniques can be teased out and quantified...." [emphasis in original] Their work as interrogators was said to be far more complicated:

"...the choice of which physical techniques, if any, to use is driven by an individually tailored interrogation plan and by a real-time assessment of the detainee's strengths, weaknesses and reactions to what is happening. In this process, a single physical interrogation technique is almost never employed in isolation from other techniques and influence strategies, many of which are not coercive. Rather, multiple techniques are deliberately orchestrated and sequenced as a means for inducing an unwilling detainee to actively seek a solution to his current predicament, and thus work with the interrogator who has been responding in a firm, but fair and predictable way."⁹⁵



⁹⁴ James E. Mitchell, Ph.D. and John B. Jessen, Ph.D., "Interrogation and Coercive Physical Pressures: A Quick Overview," February 2005. This apparently is a derivative of a paper prepared at the time of the June 2004 DO review, "Using Coercive Pressure in Interrogation of High Value Targets."

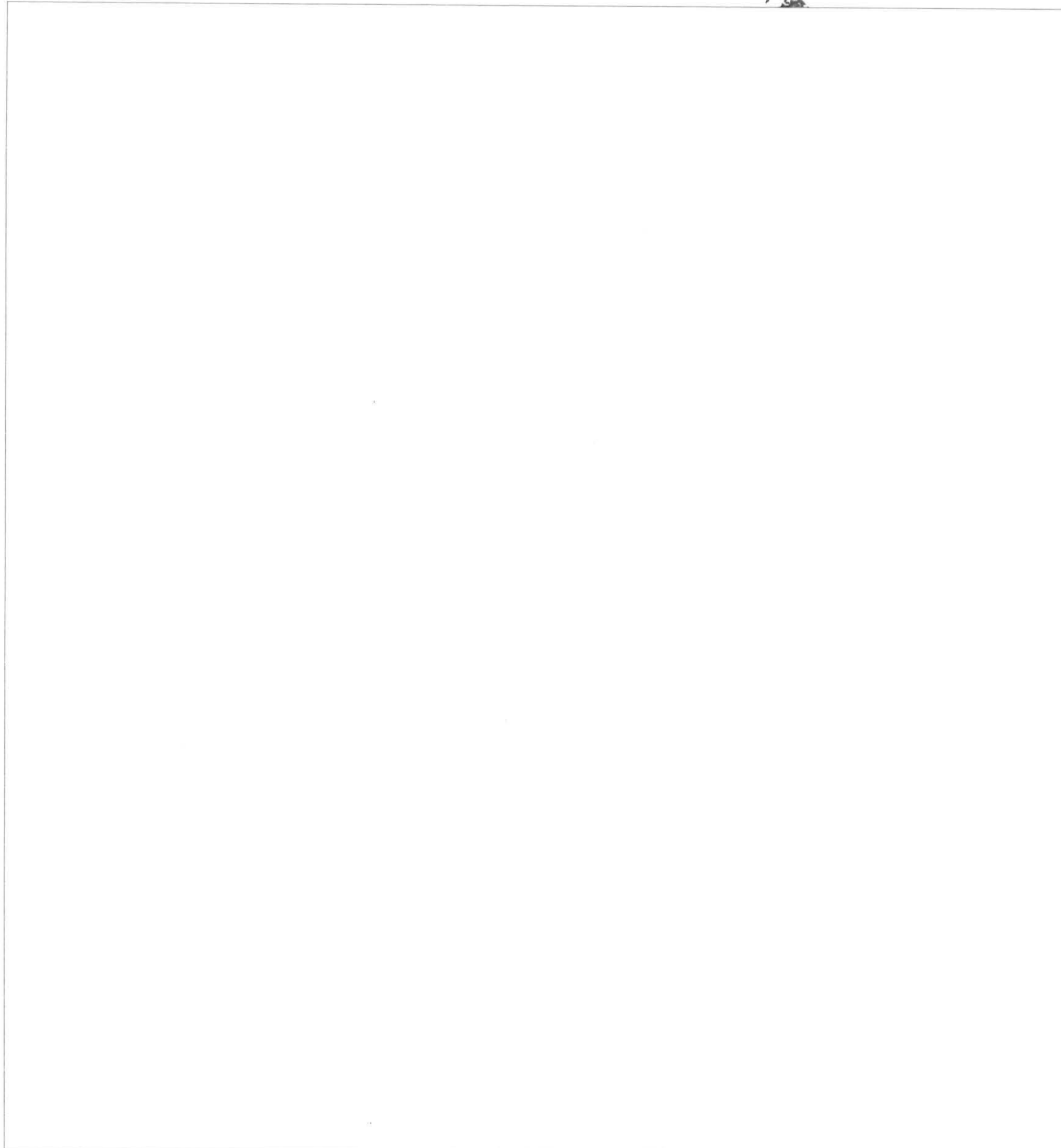
⁹⁵ They continue: "As in all cases of exploitation, the interrogator seeks to induce an exploitable mental state and then take advantage of the opening to further manipulate the detainee. In many cases, coercive

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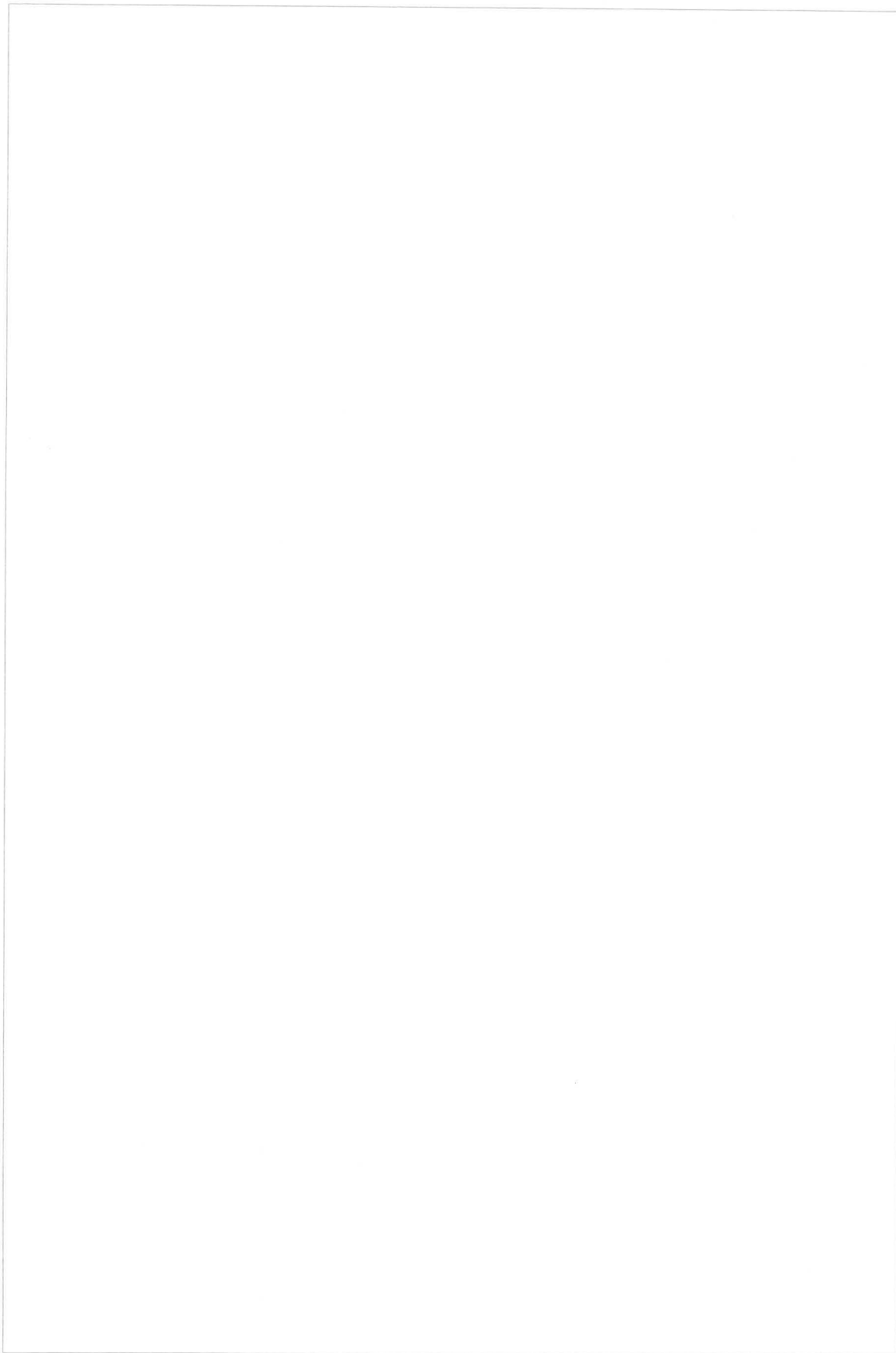


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Missing from this perspective was any question about just how many elements were necessary for a successful "orchestration." The assumption was that a gifted interrogator would know best; and the implicit message was that this art form could not be objectively analyzed. Indeed, by this time their methodology was more nuanced, in stark contrast to the rapid escalation and indiscriminate repetitions of early interrogations. Still, there remained a need to look more objectively for the least intrusive way to gain cooperation.

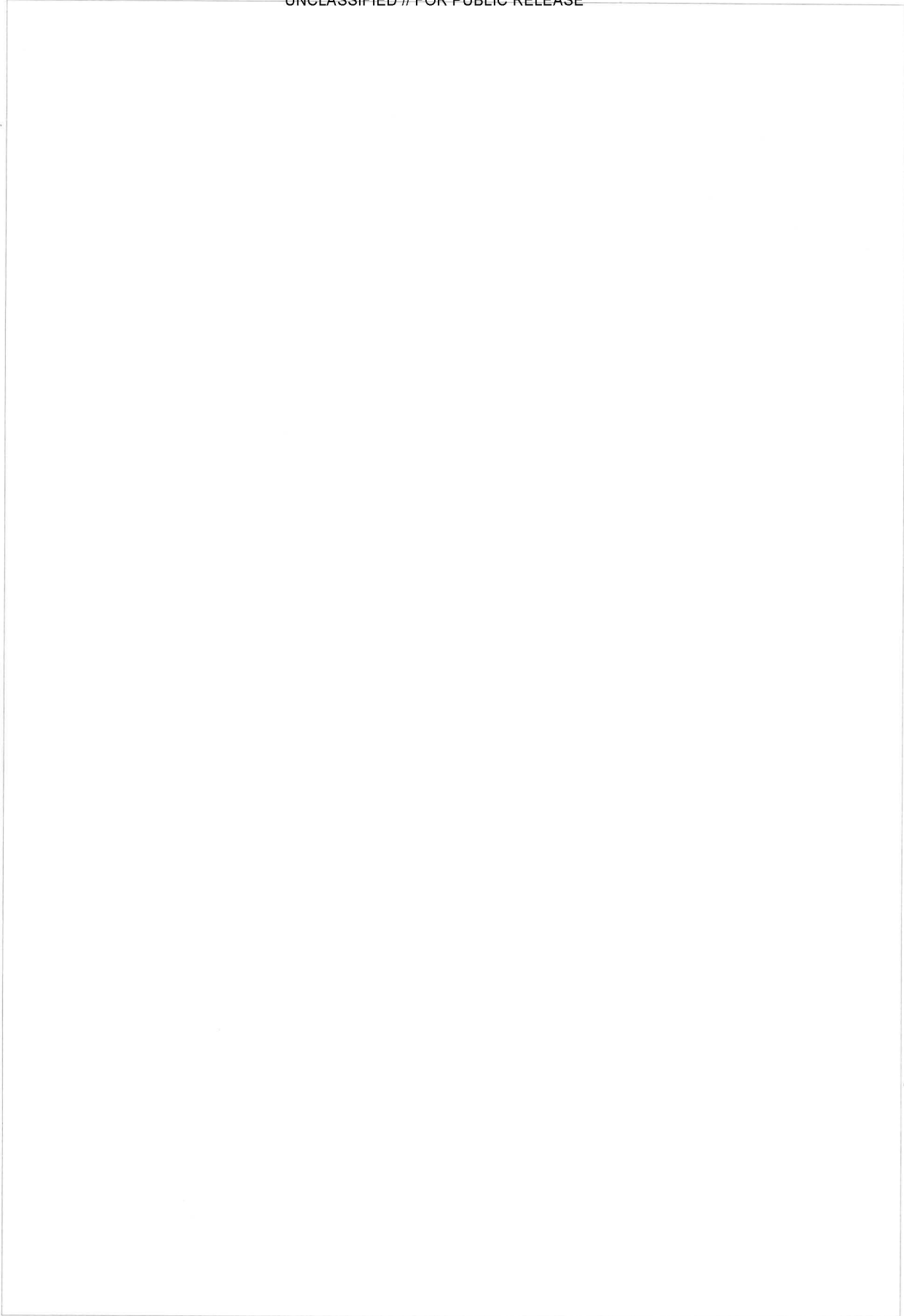


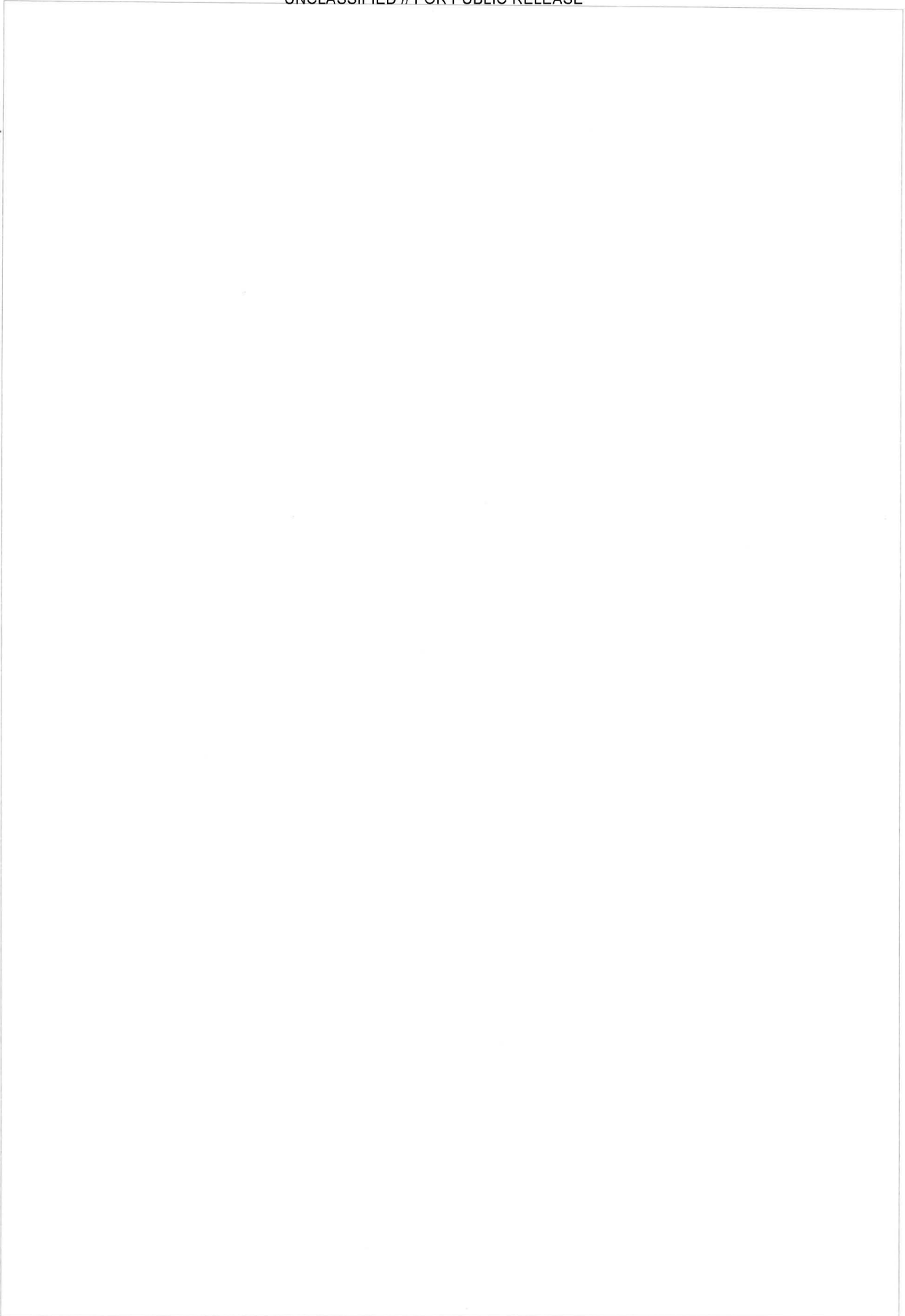
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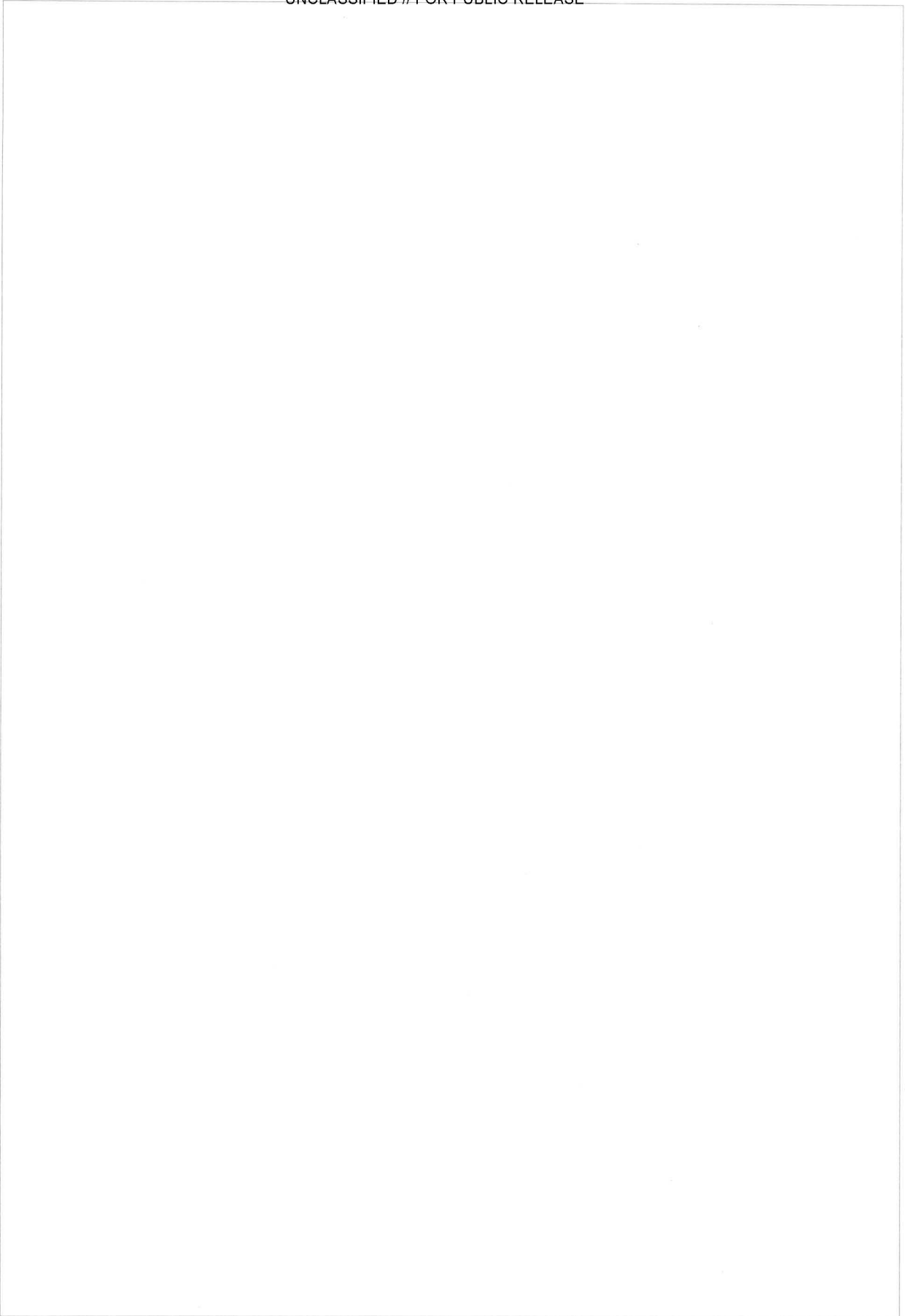


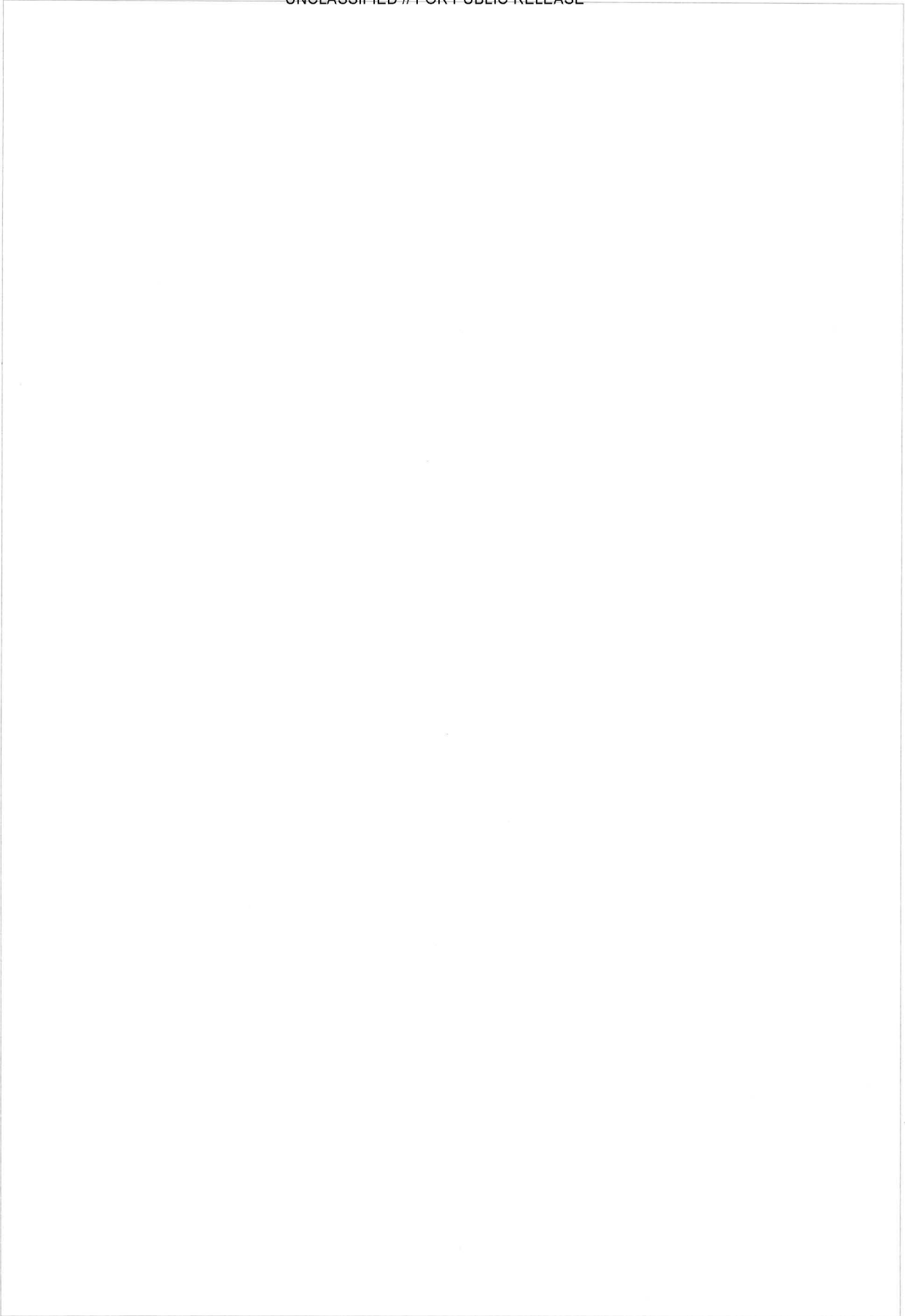




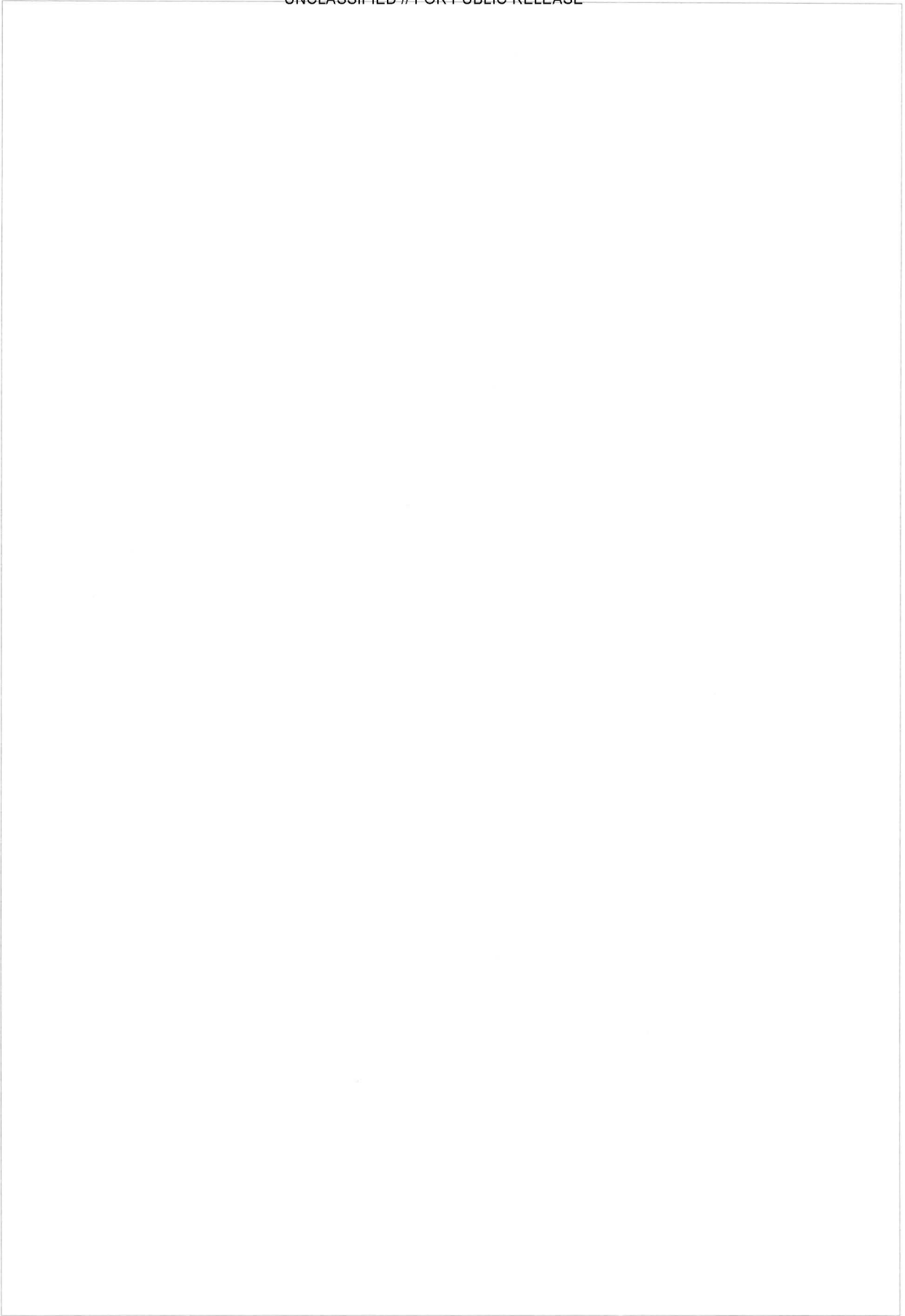




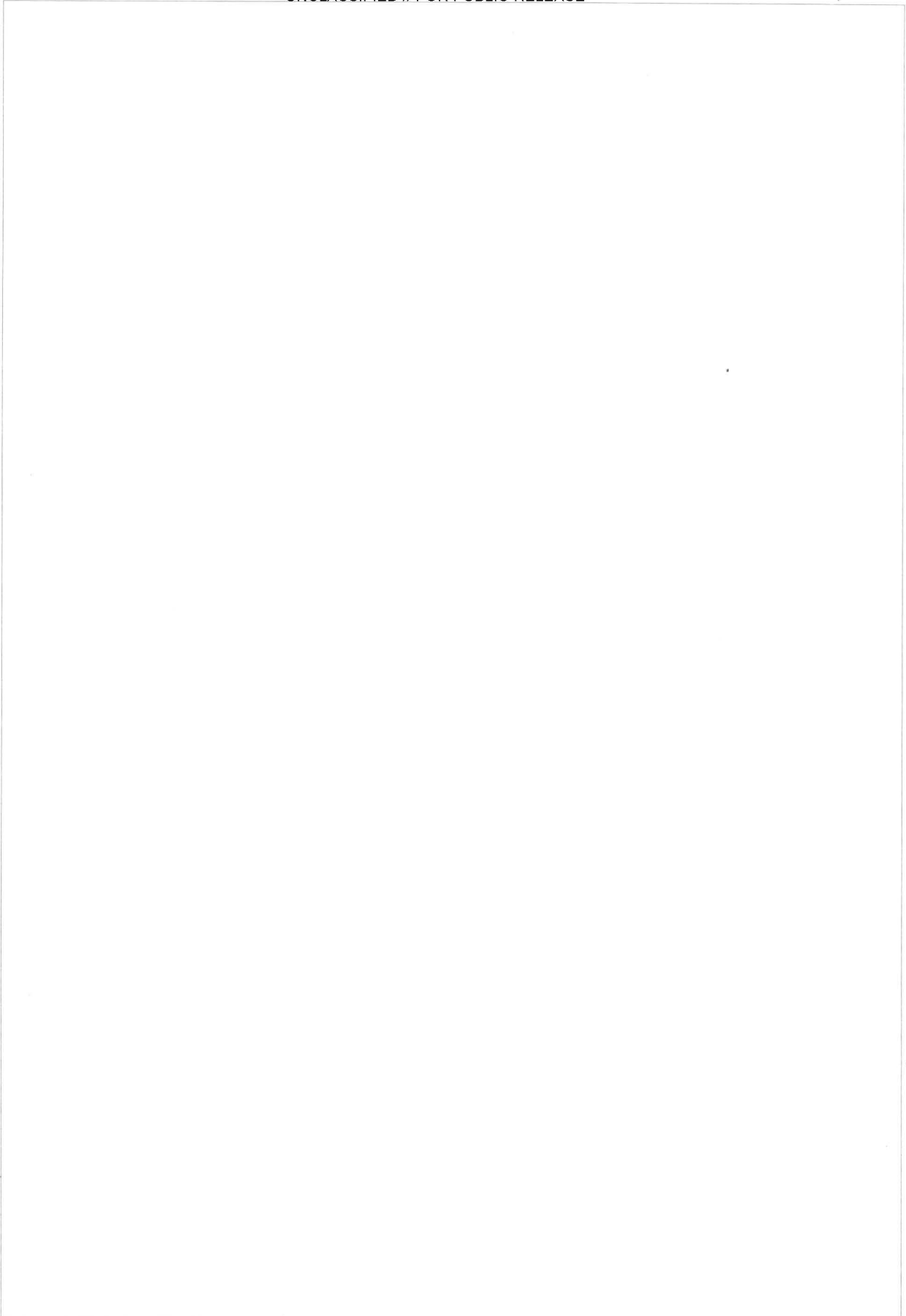


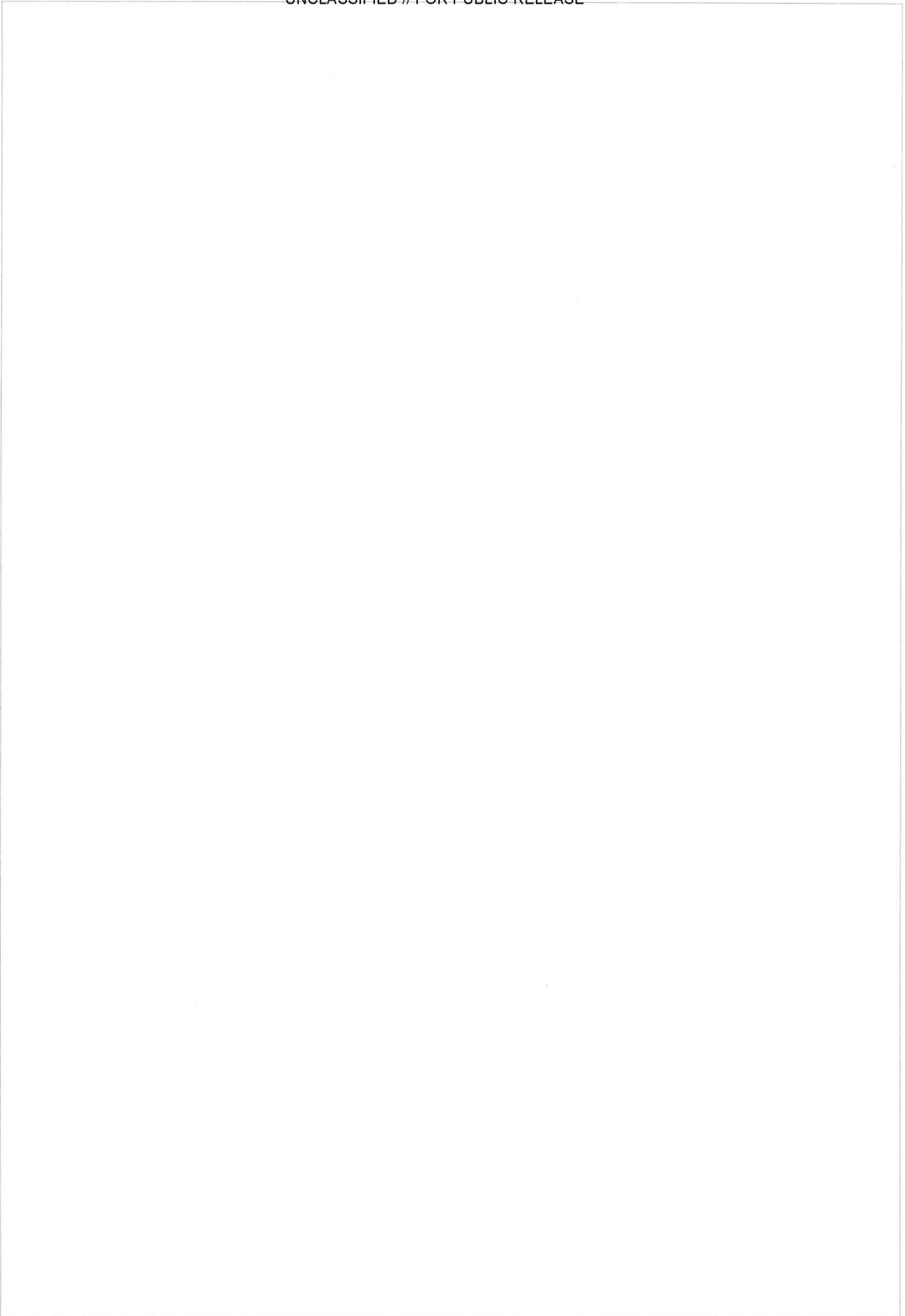


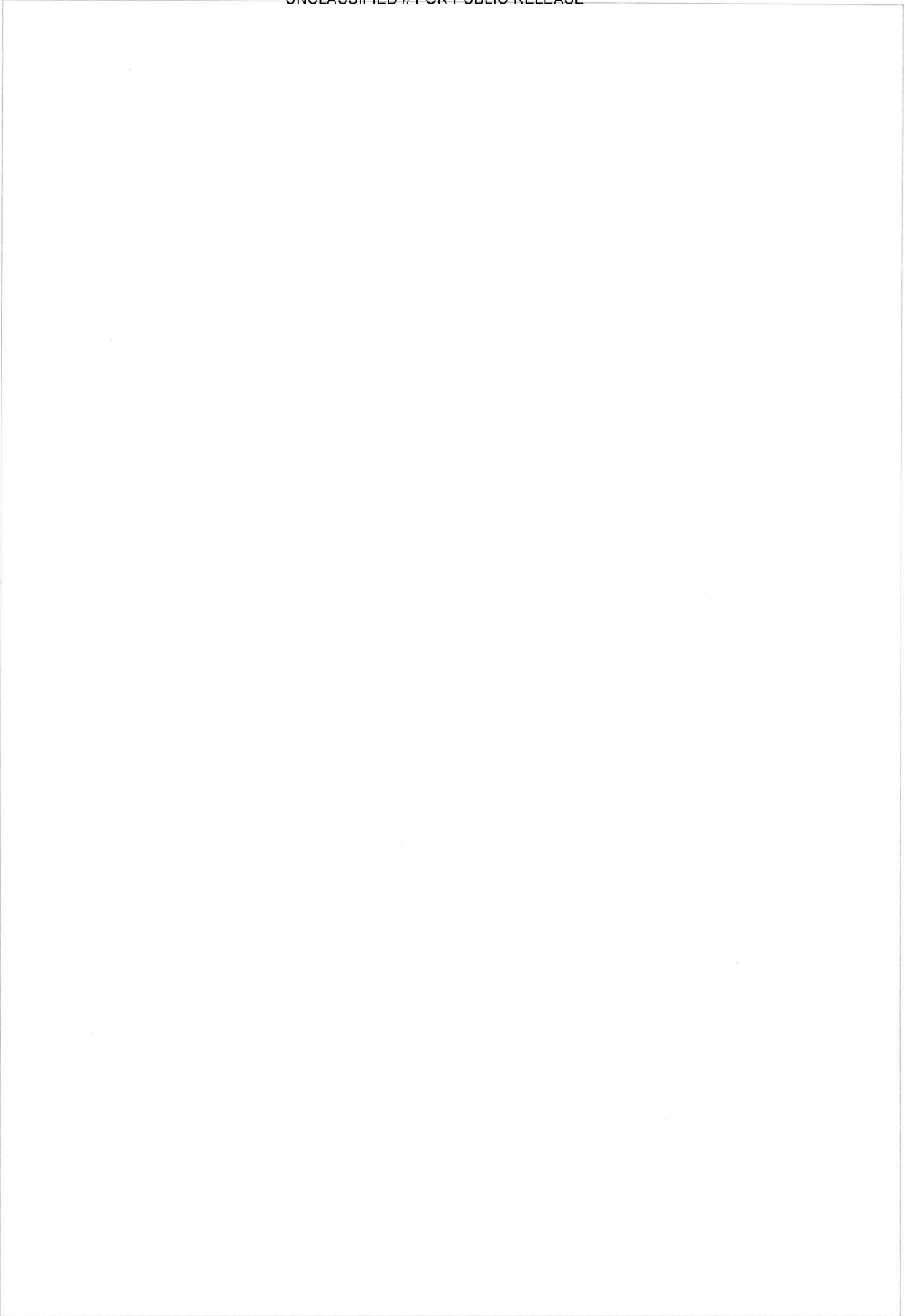


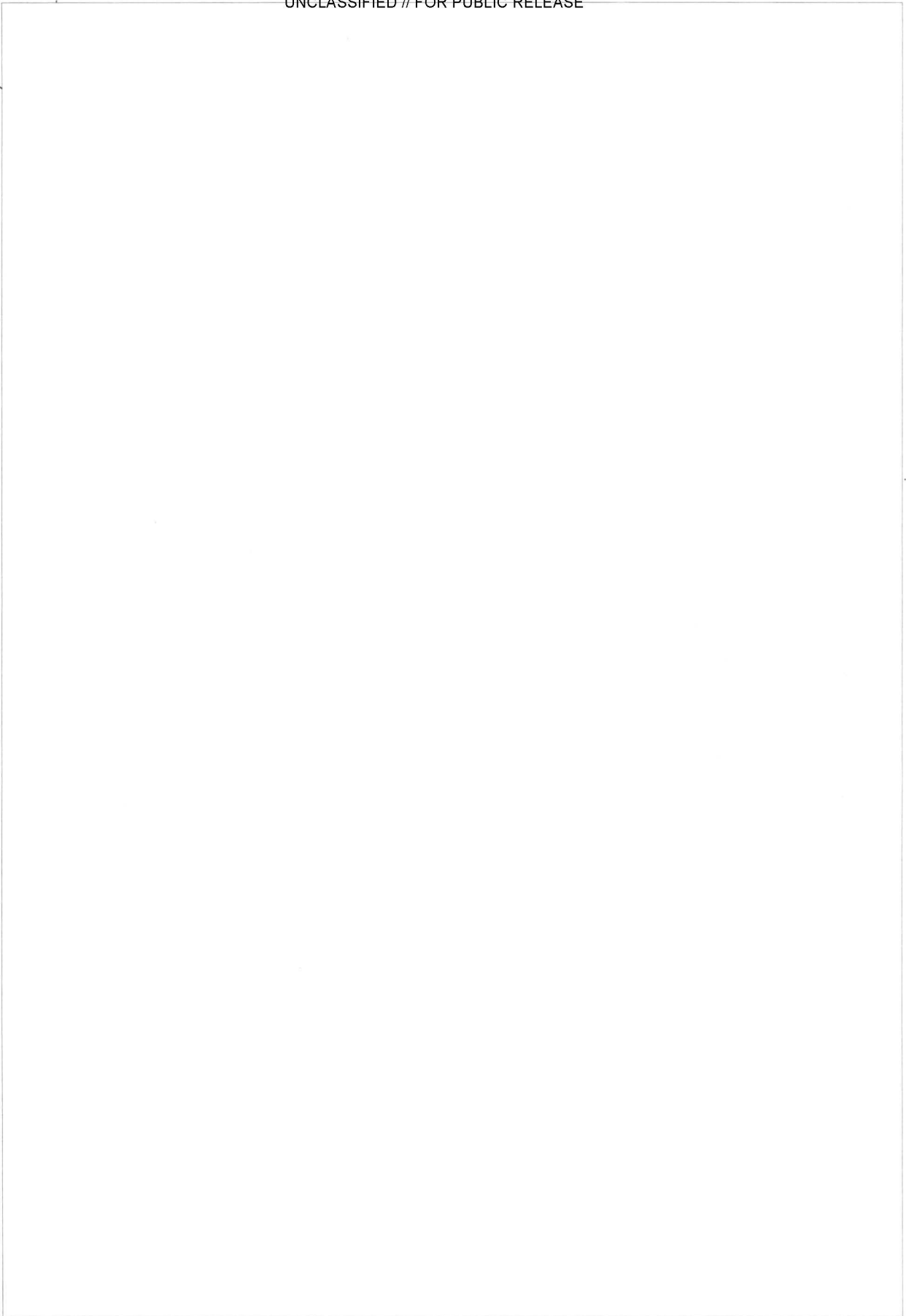






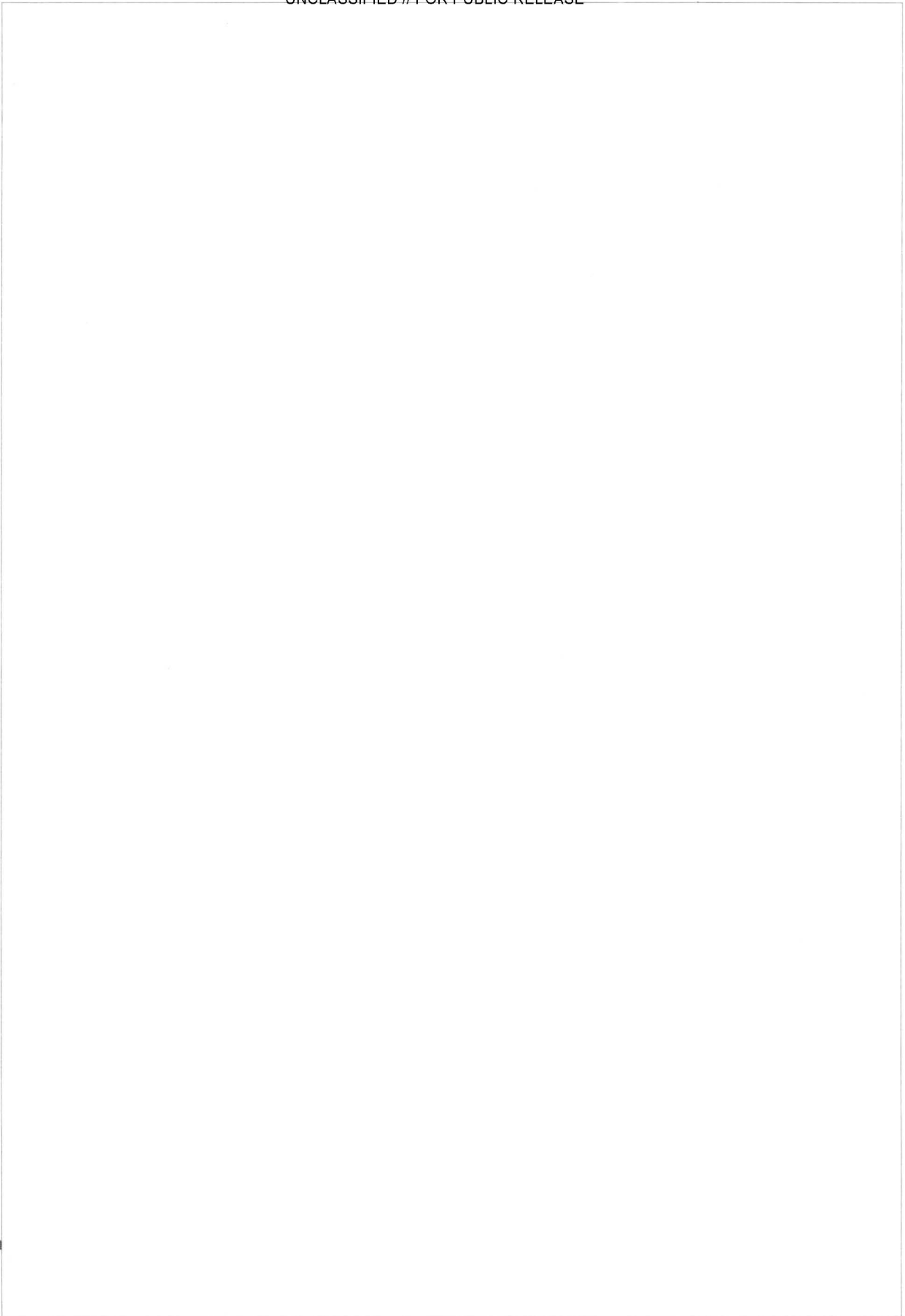






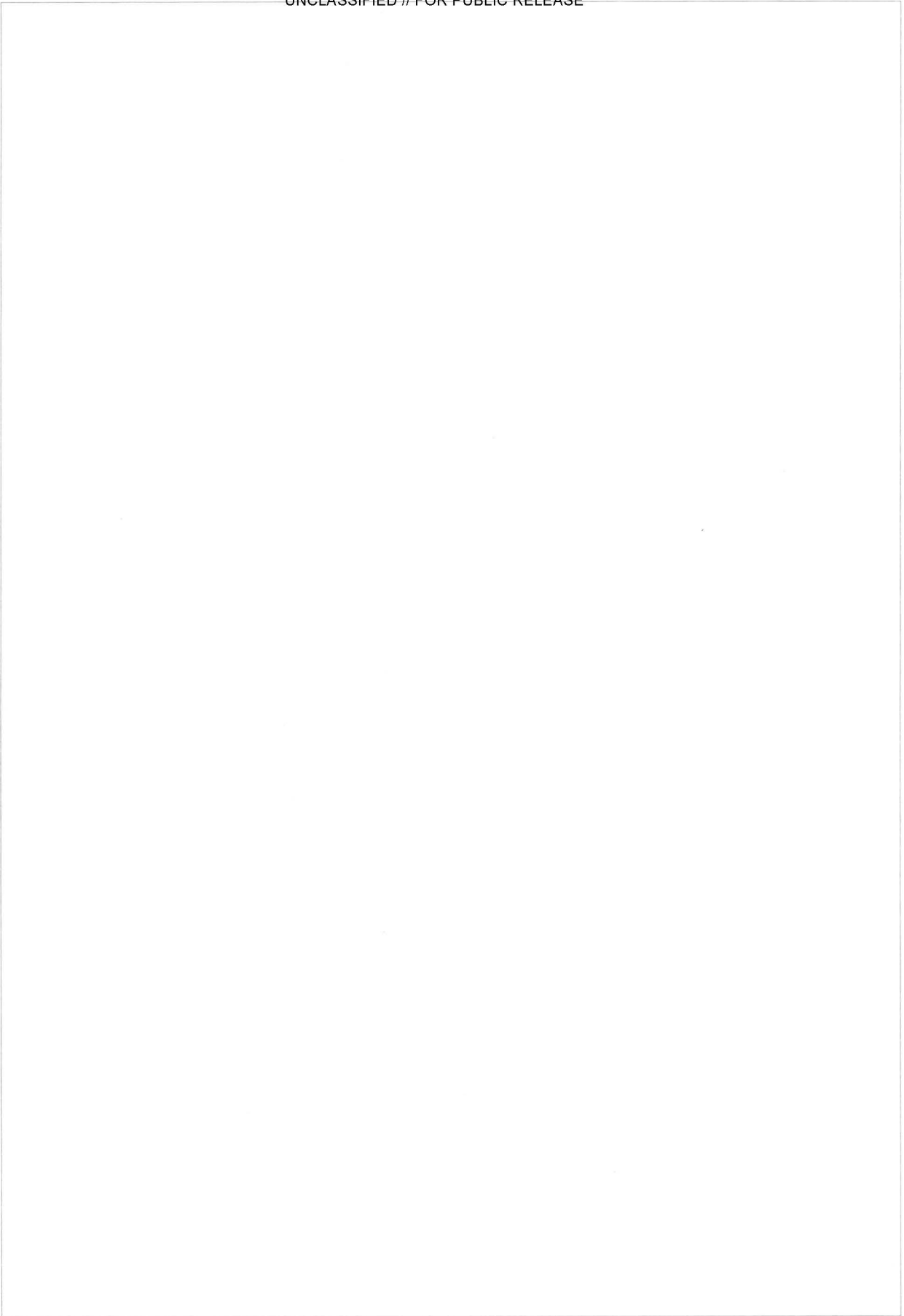




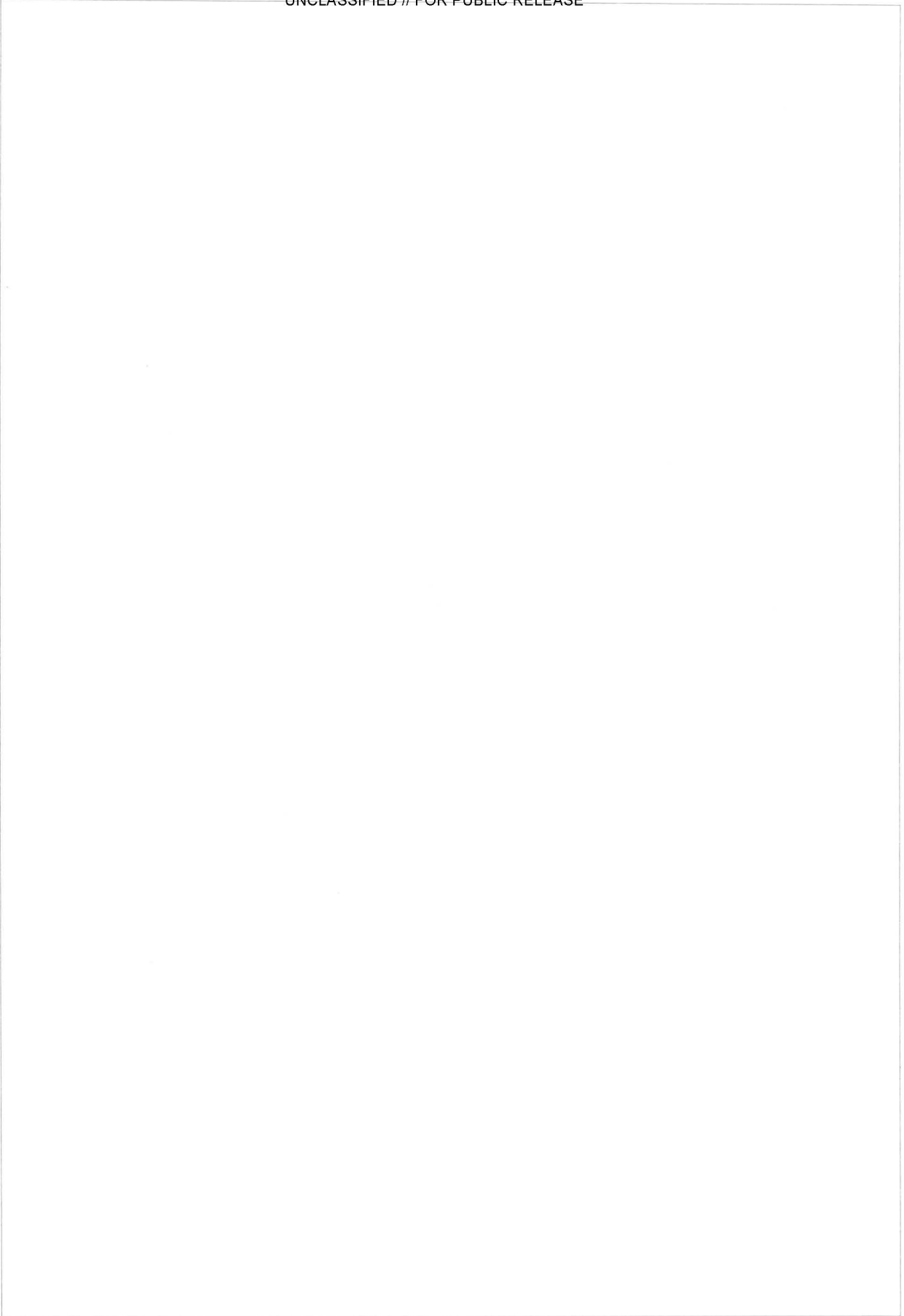






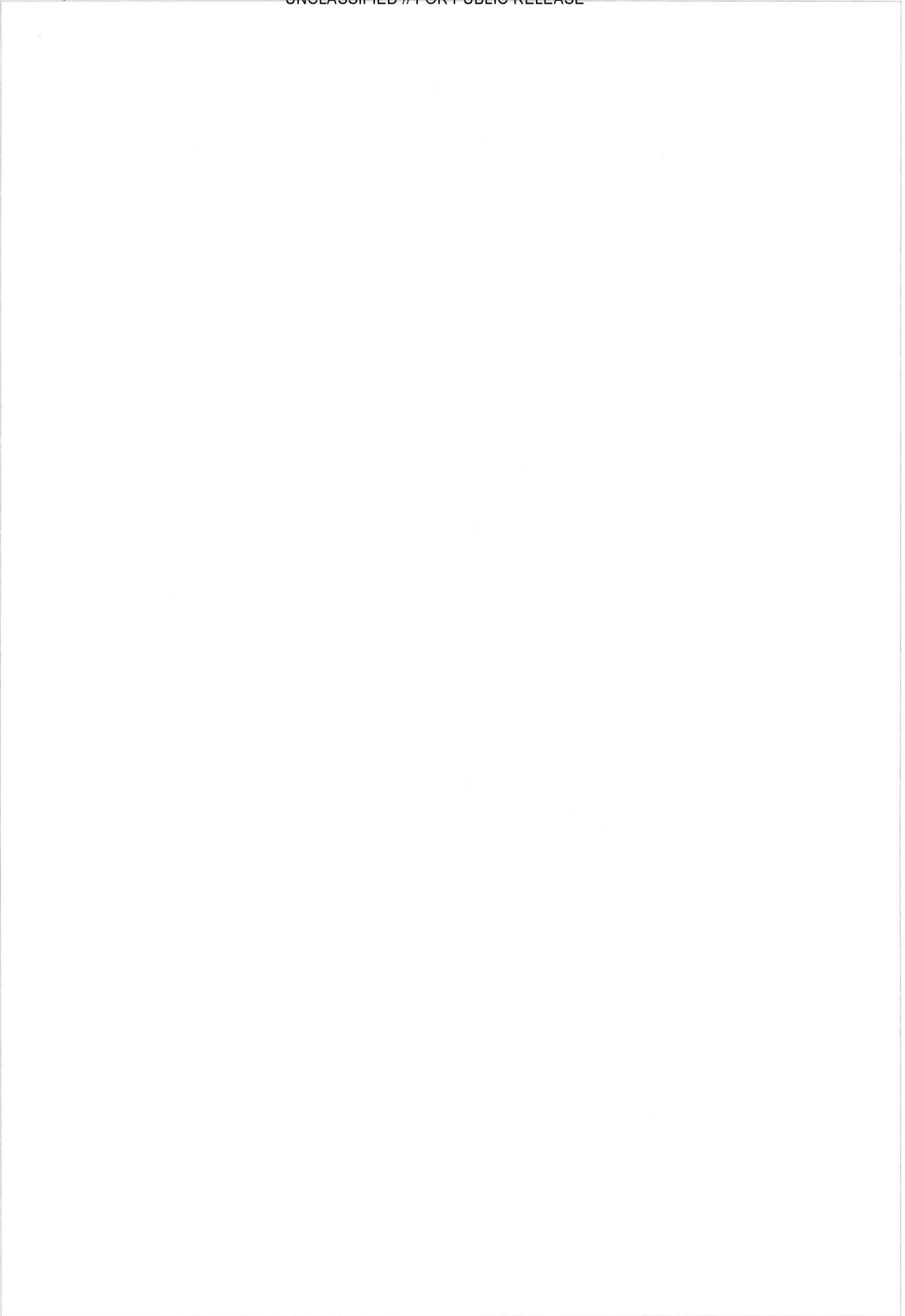


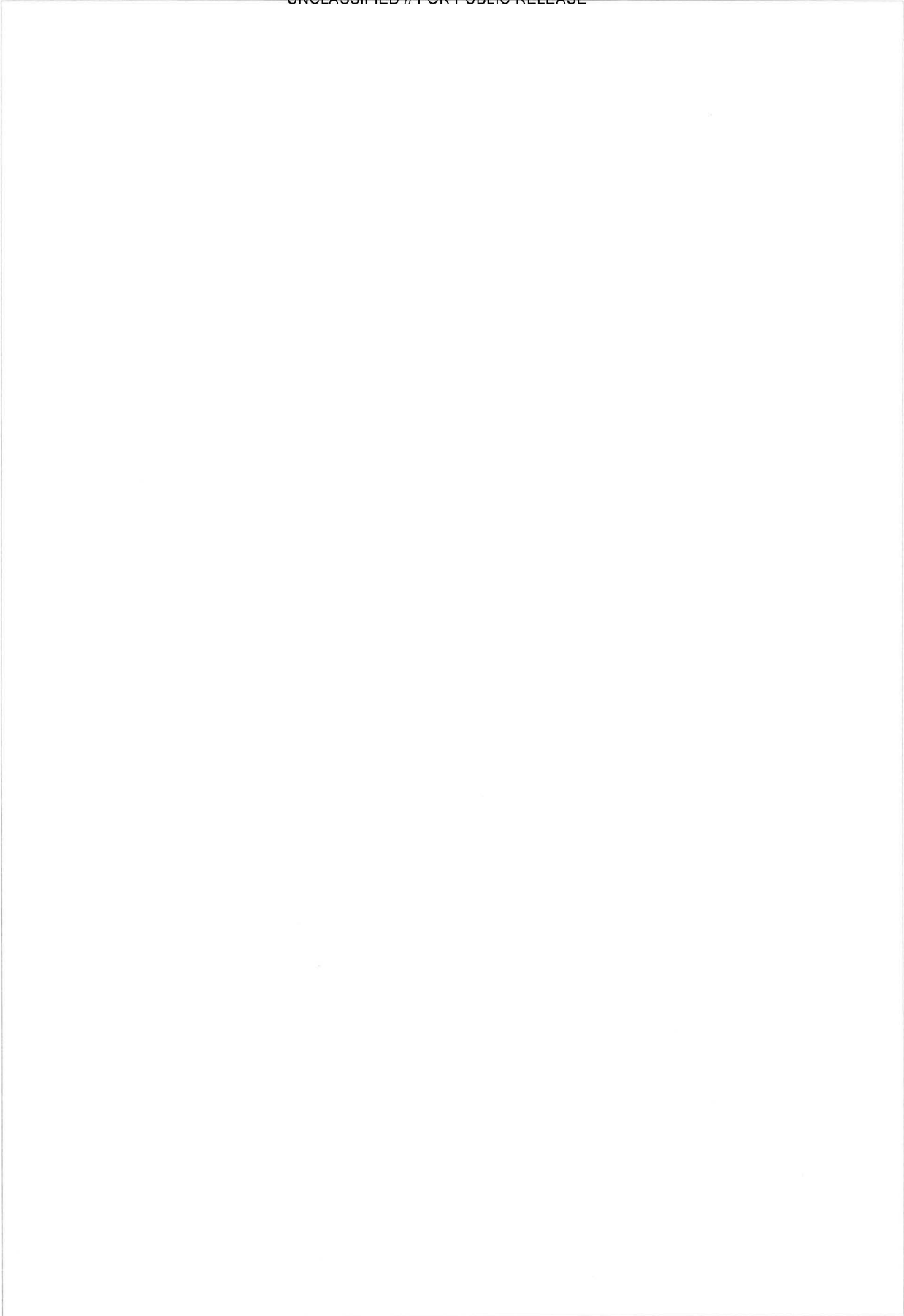


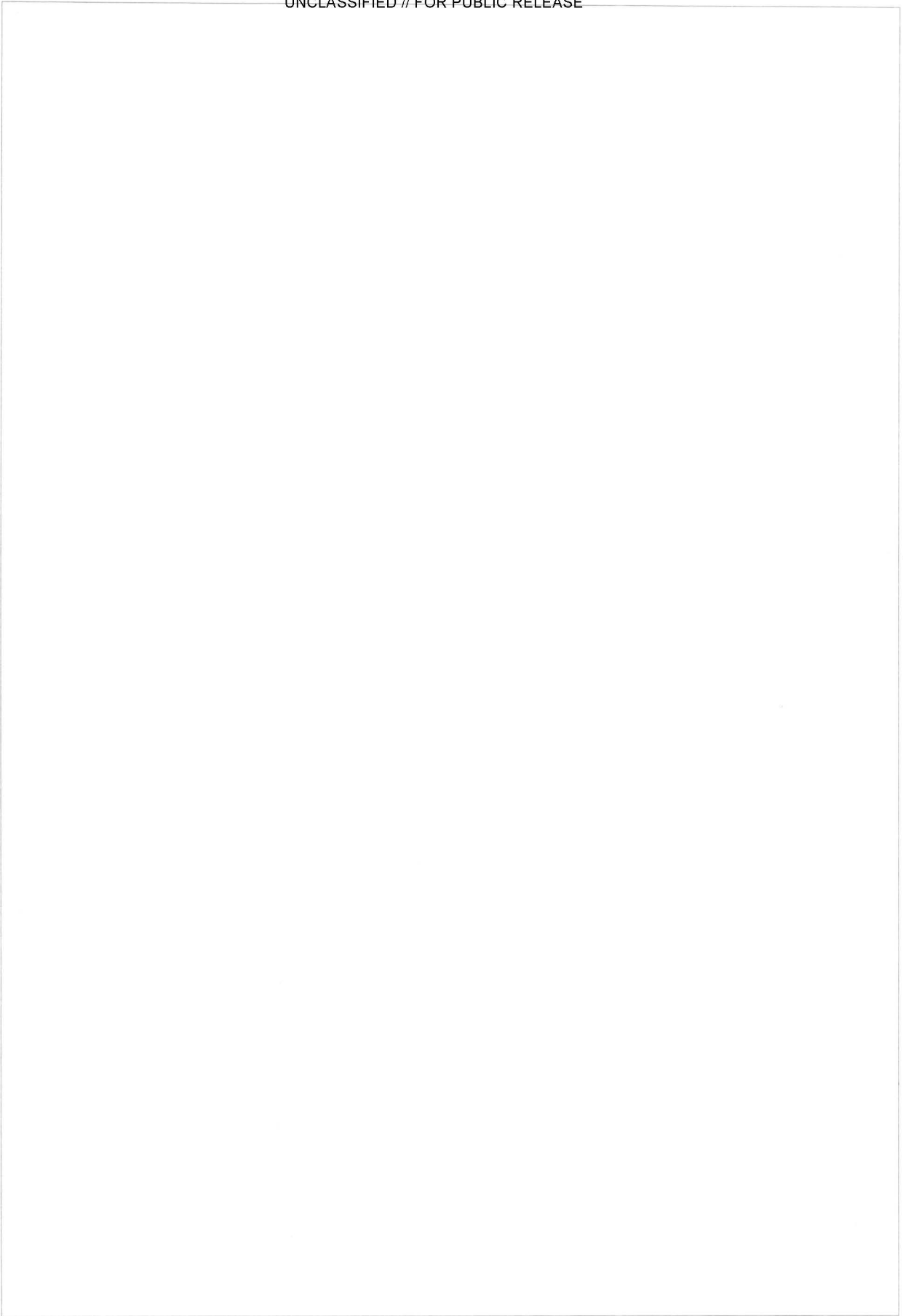




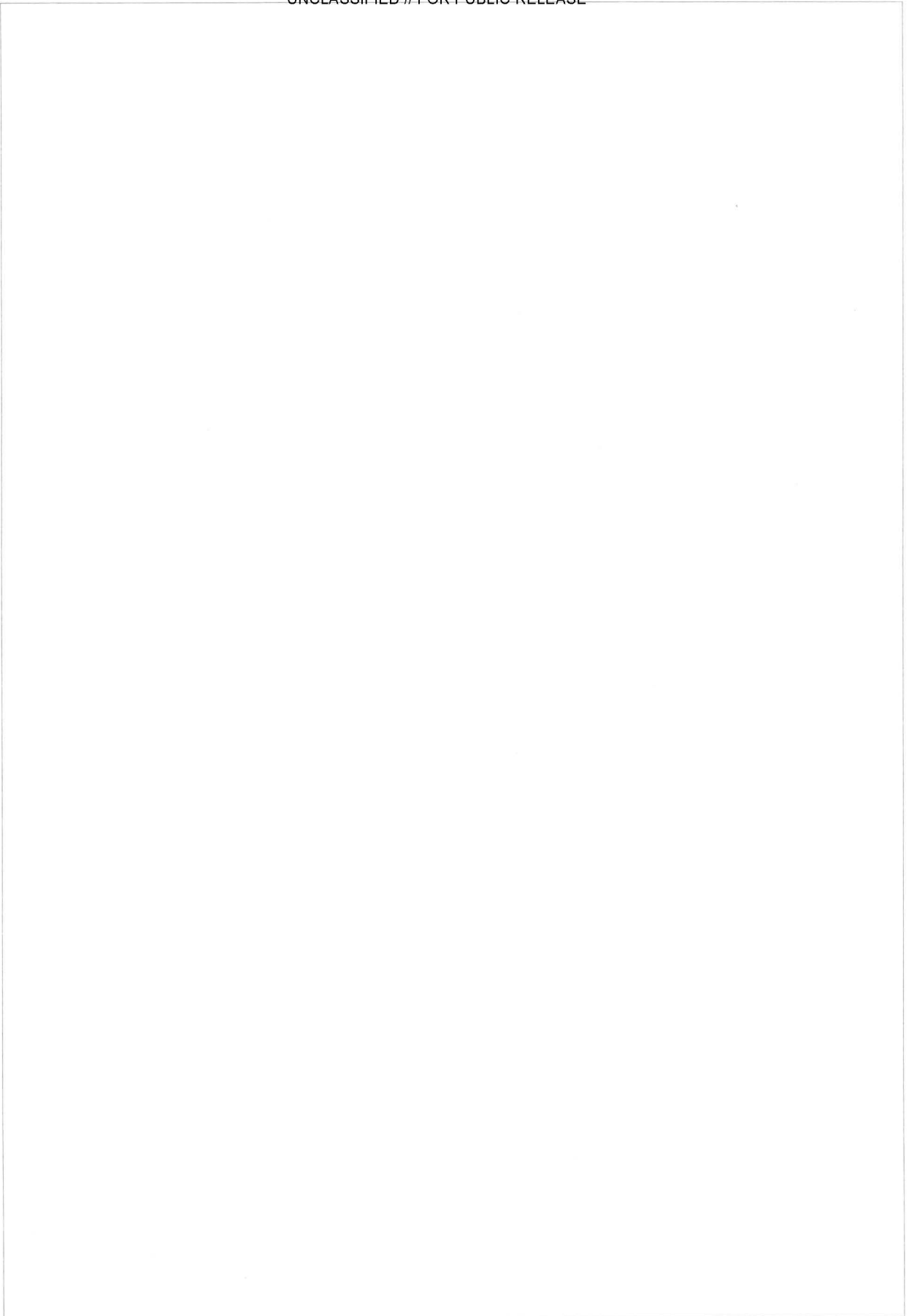


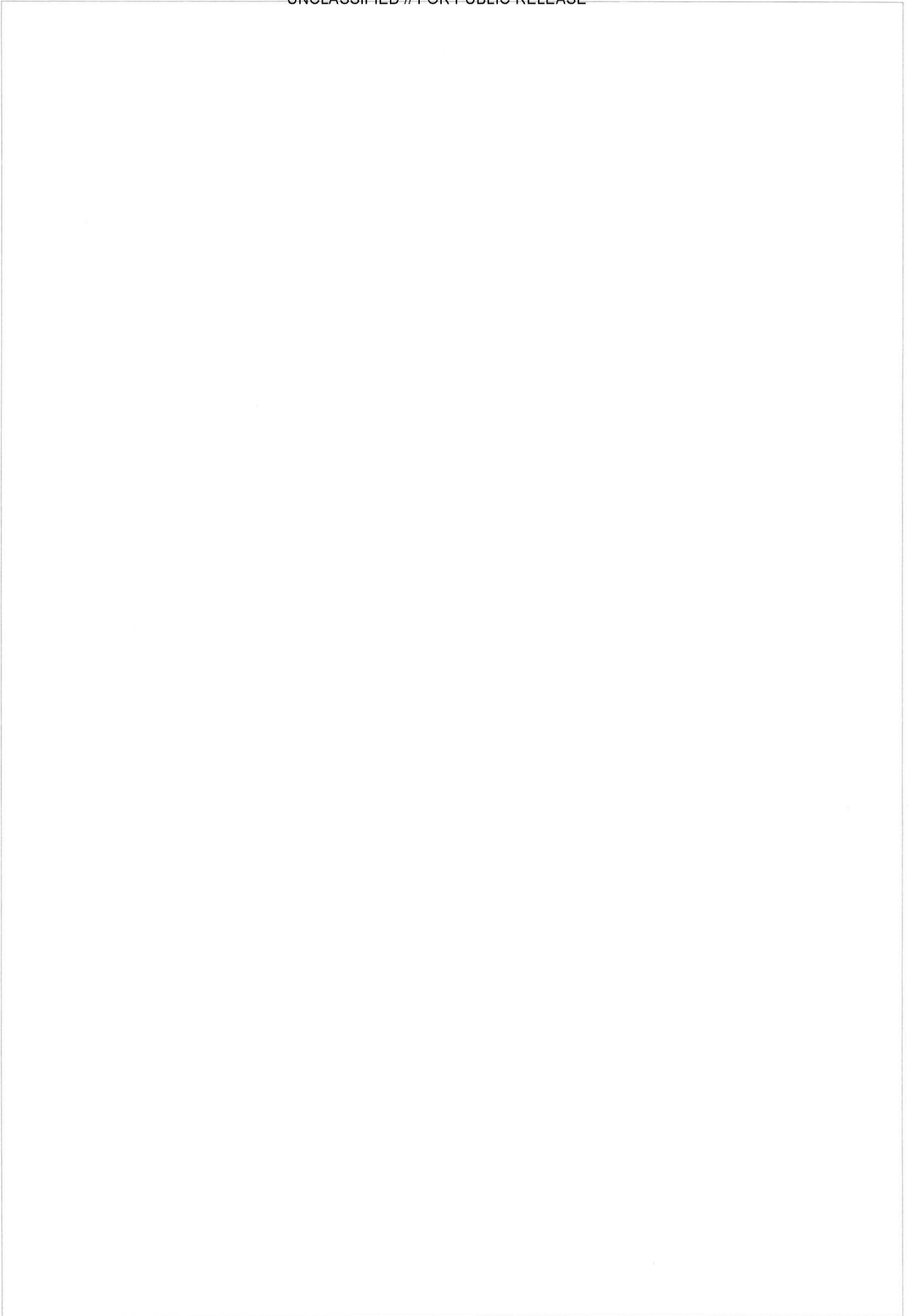


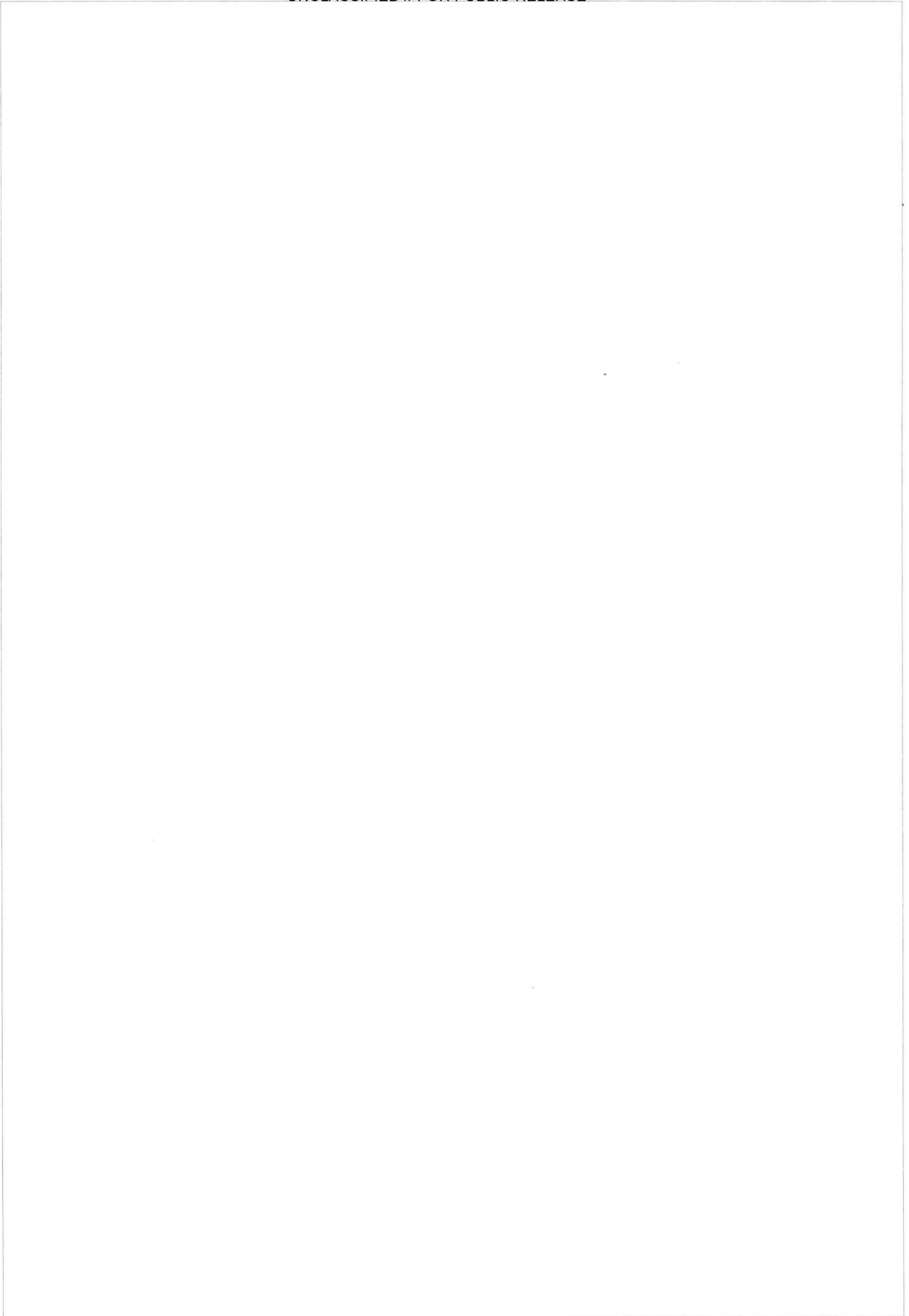




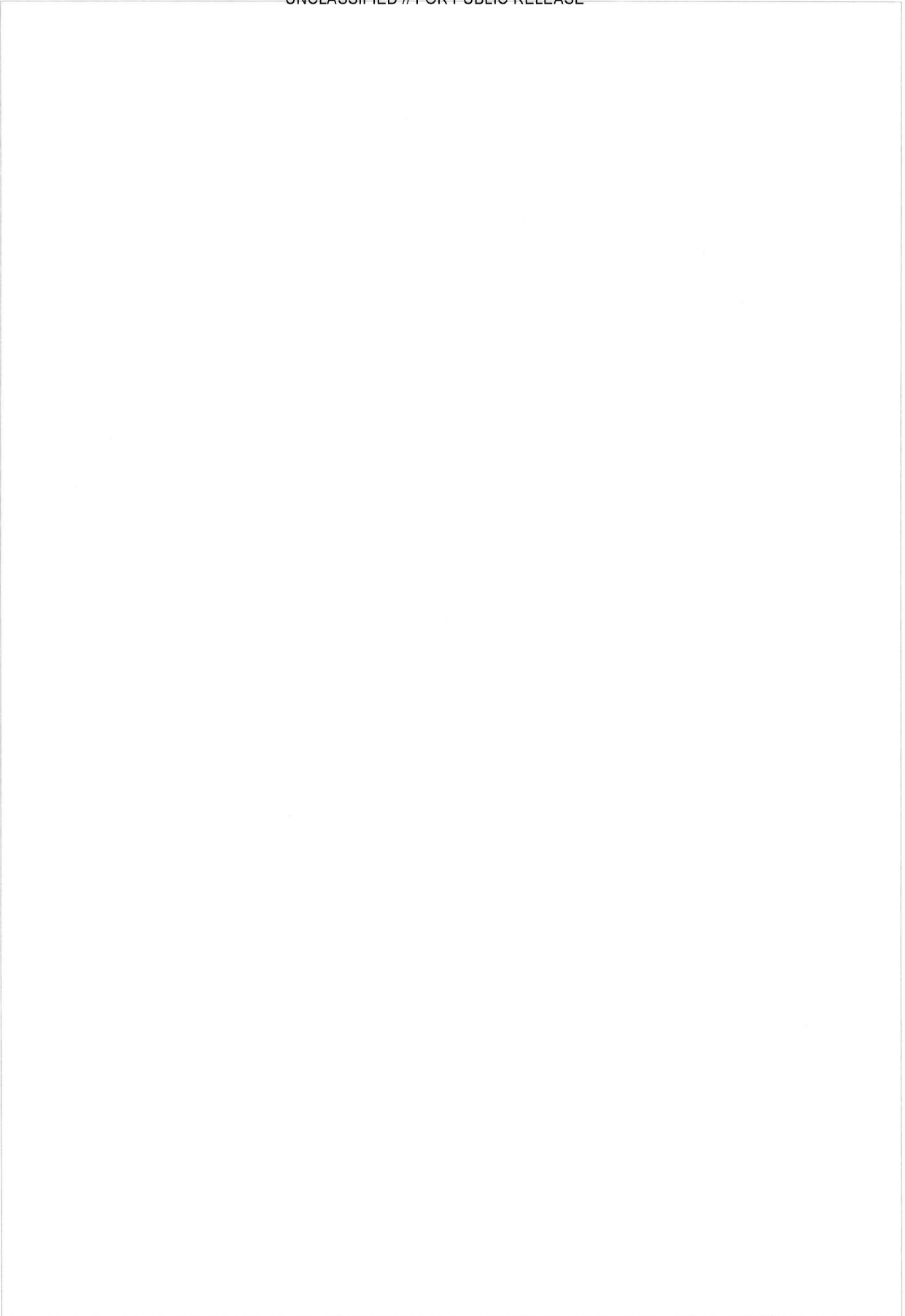






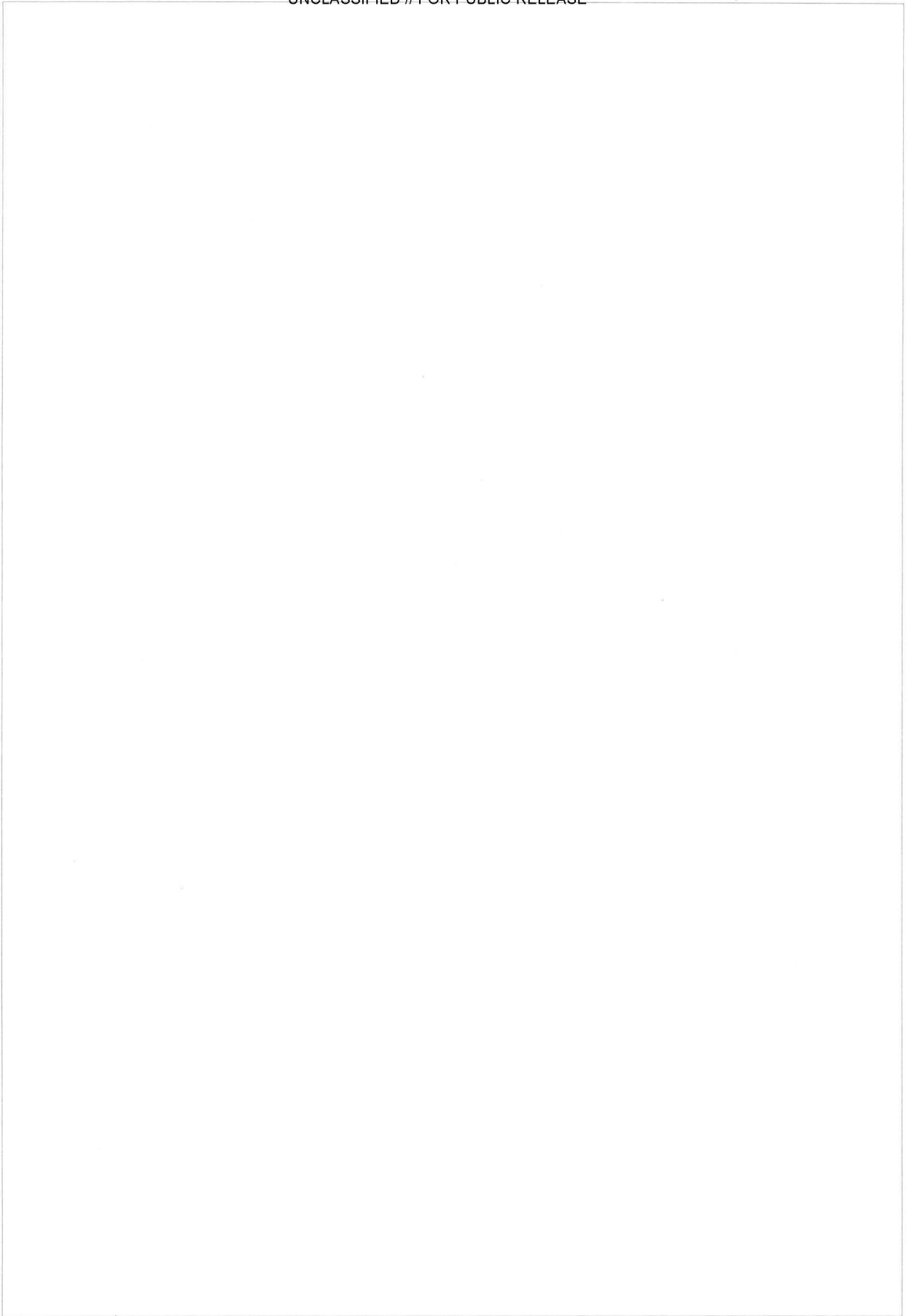


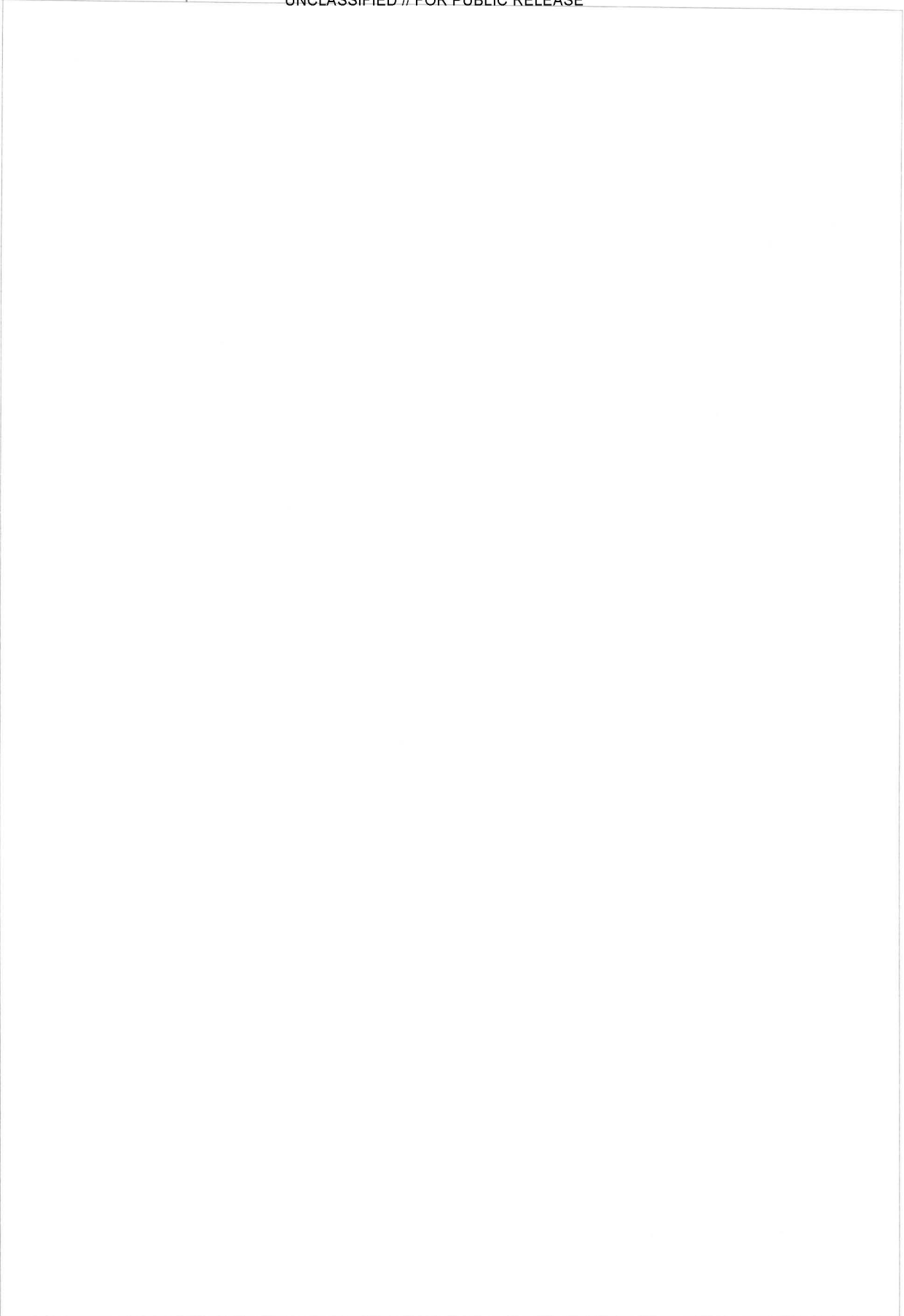






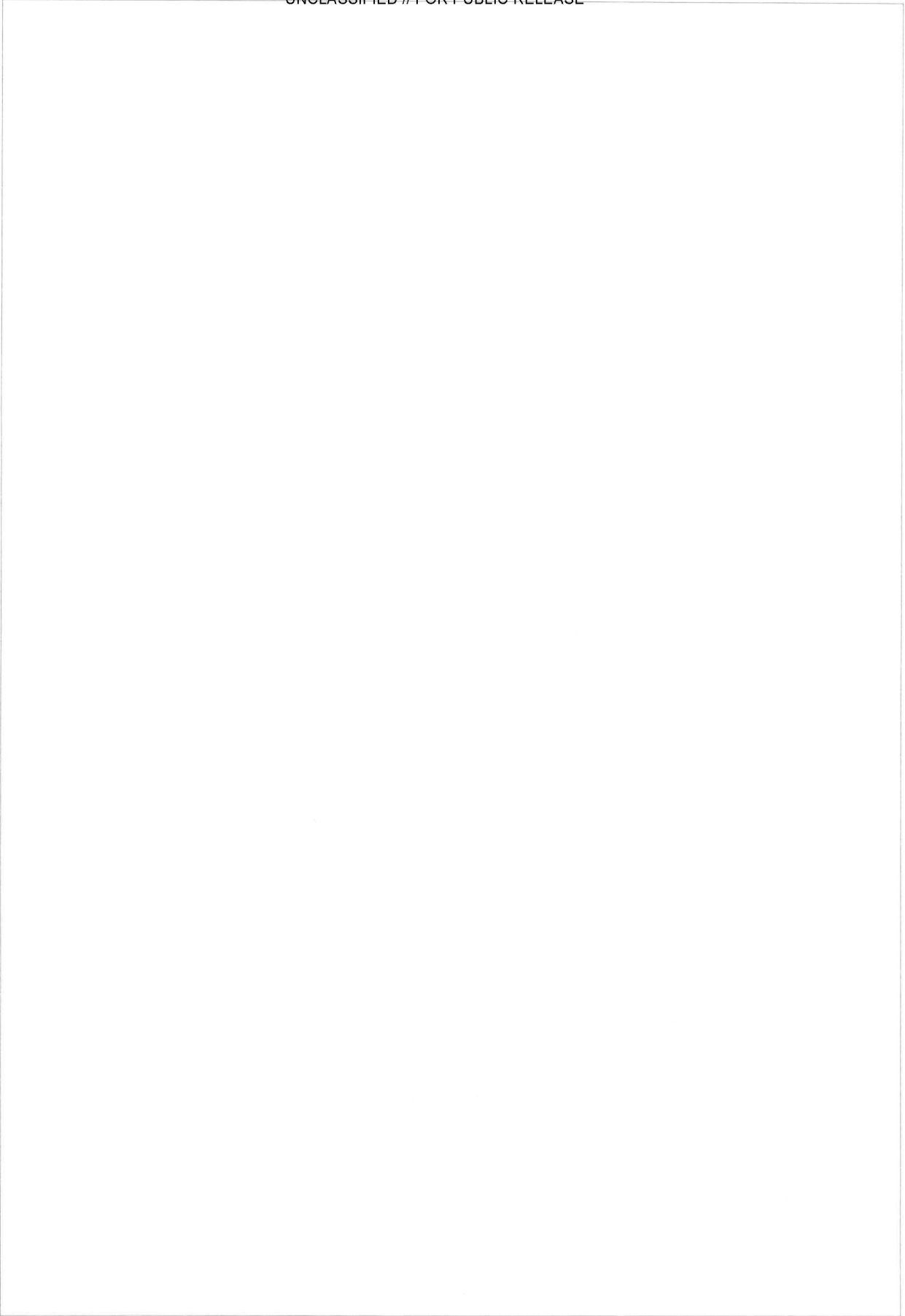


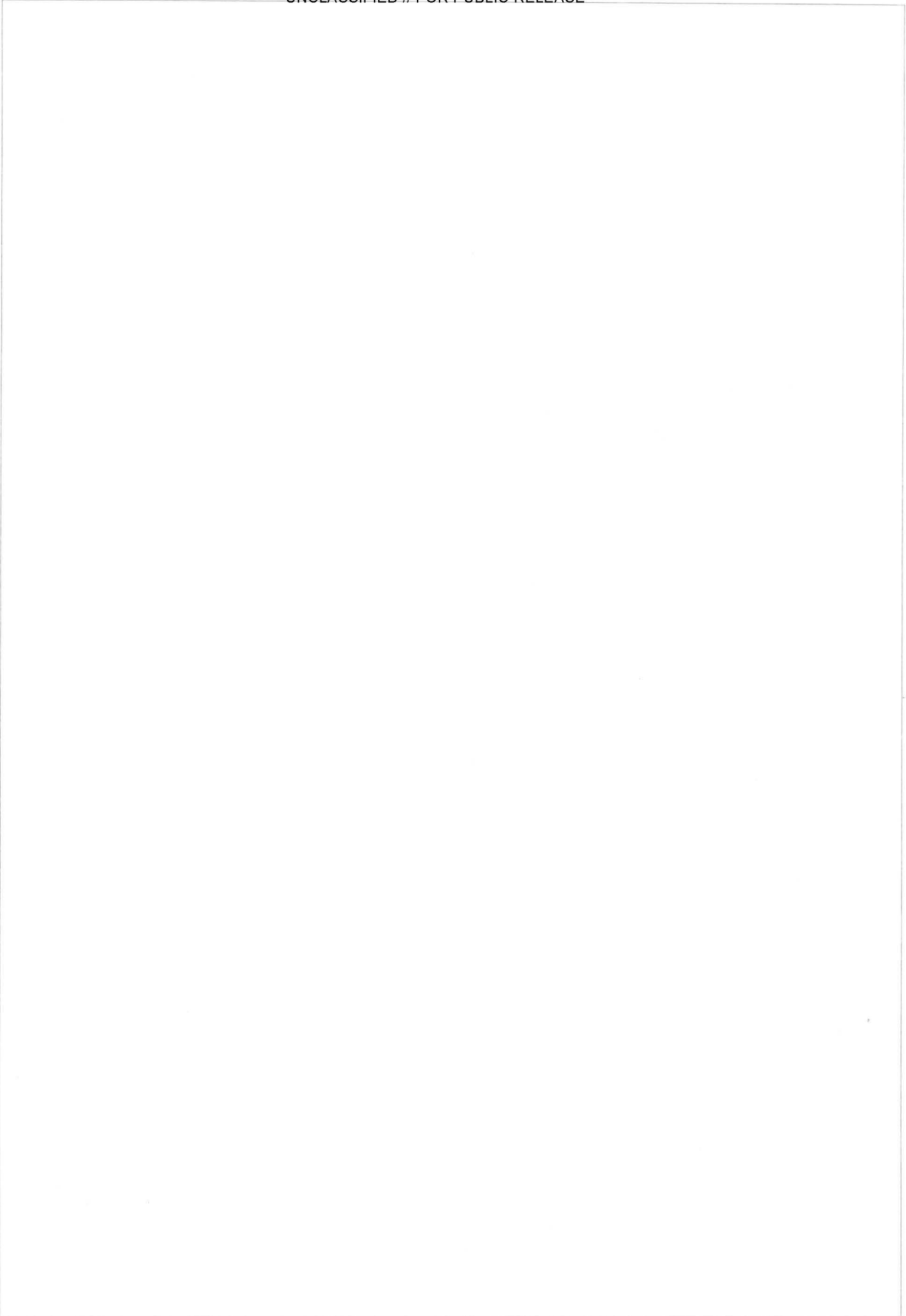


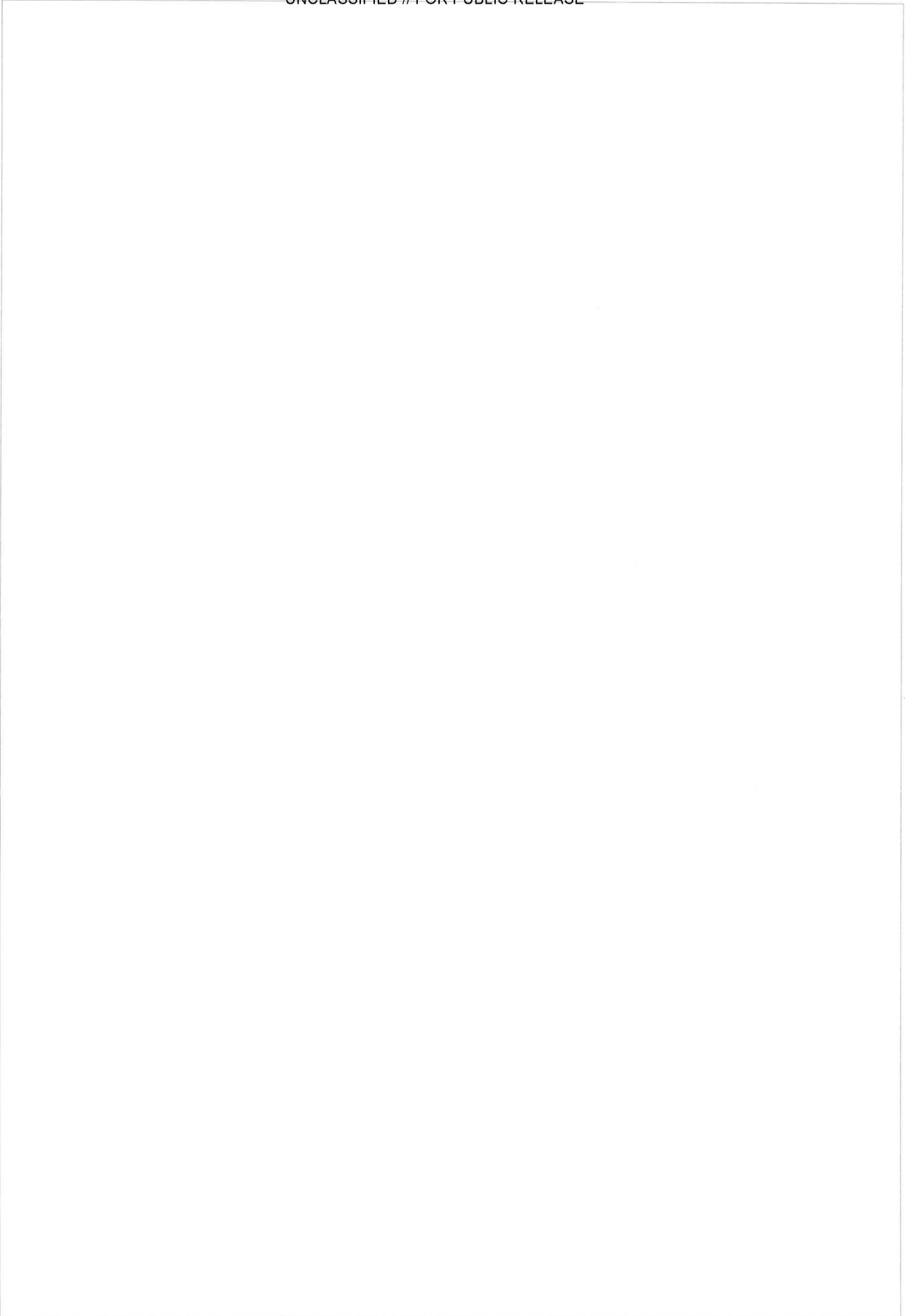












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*Central Intelligence Agency
Inspector General*

REPORT OF INVESTIGATION



**(S//NF) DEATH OF A DETAINEE IN
(2003-7402-IG)**

27 April 2005

*John L. Helgerson
Inspector General*

*Acting Assistant Inspector General
for Investigations*

*Supervisory
Special Agent*

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APPENDIX

Chronology of Significant Events

EXHIBIT

Subject:
Chronology of Events

- Gul Rahman:

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OFFICE OF INSPECTOR GENERAL

REPORT OF INVESTIGATION

(S//NF) DEATH OF A DETAINEE IN
(2003-7402-IG)

27 April 2005

INTRODUCTION

1. (S//NF) On [redacted] November 2002, an individual detained by the CIA in [redacted] Gul Rahman, died. On [redacted] November, the Deputy Director for Operations (DDO) informed the Deputy Inspector General that the DDO had dispatched a team to investigate the death. In January 2003, the Office of Inspector General (OIG) initiated an investigation. This report reviews the events leading to Rahman's death.

SUMMARY

2. (S//NF) Rahman, a suspected Afghan extremist associated with the Hezbi Islami Gulbuddin (HIG) organization, who was approximately 34 years old, was captured in Pakistan

on [redacted] October 2002.¹

On [redacted] November 2002, [redacted] aircraft rendered Rahman from [redacted]

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to a detention and interrogation facility, in security guards reportedly found Rahman dead in his cell on the morning of November 2002.

3. (S//NF) Between and November 2002, Rahman underwent at least six interrogation sessions by Agency personnel. The interrogation team included the Site Manager, an independent contractor (IC) psychologist/interrogator, (C) Bruce Jessen; the Station's and an IC linguist,

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, had no interrogation experience or relevant training before his arrival in in July 2002. However, he acquired some on-the-job training and experience during the four months he had been prior to Rahman's death.

4. (S//) Rahman was subjected to sleep deprivation sessions of up to 48 hours, at least one cold shower, and a "hard takedown" termed "rough treatment" as reported in pre-death cables addressing the progress of the interrogation. In addition, Rahman reportedly was without clothing for much of his time at Despite these measures, Rahman remained uncooperative and provided no intelligence. His only concession was to acknowledge his identity on November 2002 and, subsequently, to explain what village he came from; otherwise, Rahman retained his resistance posture, and demeanor. The cable from on November 2002 reporting that Rahman had admitted his identity stated, "Rahman spent the days since his last session with Station officers in cold conditions with minimal food and sleep." A psychological assessment of Rahman, prepared by Jessen and reported in a cable on November 2002, noted Rahman's remarkable physical and psychological resilience and recommended, in part, "continued environmental deprivations."

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² (U//FOUO) Not all members of the interrogation team were involved in every interrogation session.

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5. (S//NF) On the afternoon of November 2002, when guards delivered food to Rahman, he reportedly threw his food, water bottle, and defecation bucket at the guards. In addition, he reportedly threatened the guards and told them he had seen their faces and would kill them upon his release. When [redacted] was [redacted] CIA Staff Officer informed of this incident, he approved or directed the guards to shackle Rahman's hands and feet and connect the shackles with a short chain. This position forced Rahman, who was naked below the waist, to sit on a cold concrete floor and prevented him from standing up.

6. (S//NF) The following morning, the guards reported that Rahman was slumped over in his cell. The ambient temperature was recorded at a low of [redacted] degrees Fahrenheit. Rahman was still in the "short chain position," wearing only a sweatshirt.

7. (S//NF) [redacted] Station reported Rahman's death that day in an [redacted] cable to the DDO. The DDO dispatched an investigative team [the Directorate of Operations (DO) Investigative Team] consisting of a senior security officer assigned to the [redacted] an Office of General Counsel (OGC) [redacted] attorney, and an Agency pathologist to [redacted]. The DO Investigative Team conducted interviews, and the pathologist performed an autopsy of Rahman. The autopsy indicated, by a diagnosis of exclusion, that the death was caused by hypothermia.³

8. (S//NF) On 22 January 2003, the General Counsel informed the Inspector General (IG) that Rahman died as a result of the conditions at a facility substantially controlled by Agency officers. OIG initiated an investigation into the circumstances surrounding this incident and reported the death to the Department of Justice

³ (U) Hypothermia is subnormal temperature within the central body. The term hypothermia is used when an individual's body temperature is below 95 degrees Fahrenheit. This will occur when the loss of body heat exceeds heat production.

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(DoJ) by letter on 13 February 2003.⁴ On 29 December 2003, the Chief of the Counterterrorism Section, DoJ reported by memorandum that DoJ would not pursue a federal prosecution of criminal charges regarding Rahman's death. The matter is under review by the U.S. Attorney's Office for the Eastern District of Virginia.

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9. (S//NF) At the time of his assignment in [redacted] was a first-tour [redacted] operations officer who had no training or experience to prepare him to manage a detention facility or conduct interrogations. At the time of Rahman's death, [redacted] had not received interrogation training and was operating the facility with a modicum of Headquarters guidance and [redacted] Station direct supervision.

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10. (S//NF) This OIG investigation concludes that [redacted] treated Rahman harshly because of his alleged stature, lack of cooperation, pressure to break Rahman, and [redacted] inexperience with a committed interrogation resister. [redacted] approved or ordered placing Rahman in the short chain position while naked below the waist in near freezing confinement conditions and this directly led to Rahman's death by hypothermia. [redacted] exhibited reckless indifference to the possibility that his actions might cause injuries or result in Rahman's death.

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CIA Staff Officer

11. (S//NF) OIG found that Rahman did not receive a [redacted] physical examination during his detention at [redacted] and concludes that the Station's Physician's Assistant (PA) [redacted] did not attend to Rahman in the same manner and with the same

COBALT

⁴ (S//NF) This referral is a requirement of Title 50 United States Code (U.S.C.), § 403q(b)(5) that mandates OIG to report information concerning possible violations of federal criminal law to DoJ. The General Counsel had orally advised the Chief of the Criminal Division, DoJ, of the circumstances of Rahman's death on 24 January 2003.

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standard of care as the other detainees.⁵ Further [redacted] as a medical care provider, was aware of the increasingly cold conditions in [redacted] during the period of time he and Rahman were both in [redacted] (November 2002) and did not advocate more humane treatment for Rahman.

12. (S//NF) [redacted] OIG also concludes that [redacted] did not provide adequate supervision for [redacted] activities at [redacted]. Moreover, [redacted] bears direct responsibility for failing to include pertinent facts in his official written account of Rahman's death that led to material omissions and inaccuracies being provided to the Congressional oversight committees.

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BACKGROUND

13. (S//NF) Soon after the establishment of [redacted] Station in early 2002, the Station took the initiative to begin conducting interrogations of detainees using Station linguists.

14. (S// [redacted] In April 2002, [redacted] Station proposed the construction of a [redacted] detention facility [redacted] to meet the Station's requirement for "secure, safe, and separated handling of terrorist detainees." In June 2002, Headquarters' Counterterrorist Center (CTC) [redacted] approved the funds to establish the [redacted] detention facility [redacted] The

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facility was an Agency operation

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15. (S//NF) received its first detainee on September 2002. After the first month of operation, the population had grown to its maximum capacity of 20 detainees.

COBALT

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16. (S//NF) was secured by guards and supported by a small cadre cooking/cleaning. The guard force was divided with guards working inside the facility, and the remainder securing the outside perimeter.

17. (S//NF)

had overall responsibility for the facility, and Agency staff officers and contractors traveled on temporary duty (TDY) to conduct interrogations at the facility.

PROCEDURES AND RESOURCES

COBALT

18. (S//NF) Two OIG officers traveled to inspected and conducted interviews there as a part of the investigation. OIG reviewed the material collected during the Special Review, *Counterterrorism Detention and Interrogation Program (2003-7123-IG)*, that is relevant to this investigation. Included within that material are policy documents, cables, and internal and external communications. OIG also drew material for this Report from of the interview reports prepared during the Special Review. OIG reviewed all materials assembled for the DO Investigative Team and that team's final report, including a final autopsy report.

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FINDINGS***(S//NF) GUL RAHMAN'S CAPTURE, RENDITION AND DETENTION***

19. (S/ []) Rahman was a suspected Afghan extremist from Lowgar Province, who was associated with the HIG organization.⁷ CTC identified him as a close associate of Gulbuddin Hekmatyar and Abu Abd Al-Rahman Al-Najdi, an alleged member of Al-Qa'ida.⁸ Rahman was an ethnic Pashtun who spoke Pashtu, Dari, and Farsi and was approximately 34 years old.

21. (S/ []) Rahman was apprehended in Islamabad, Pakistan, on [] October 2002, during an early morning raid []

⁷ (S/ []) During an interrogation session after he admitted his true identity, Rahman said he was from Kolangar Village, Pol-E-Alam Region, Lowgar Province. Lowgar Province is immediately southwest of Kabul.

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22. (S//) On October 2002, Station sent a cable [redacted] advised that [redacted] during a interrogation session [redacted] had identified one of his fellow detainees as Gul Rahman. [redacted] requested that the [redacted] of the apprehension. In a reflection of how important a detainee Rahman was believed to be, Headquarters subsequently advised [redacted] and [redacted] Stations that Secretary of Defense Donald Rumsfeld had requested an update on the [redacted] case.

23. (S/ [redacted])

November 2002, Rahman was rendered to [redacted]

On

COBALT

24. (S/ [redacted]) Following Rahman's rendition to [redacted] COBALT generated six cables regarding Rahman, including two cables following his death. Only one of these cables, which reported the chronology of Rahman's death, provided a characterization of Rahman, describing him as an "enemy combatant."¹²

¹² (U//FOUO) The Department of Defense defines an "enemy combatant" as an individual who, under the laws and customs of war, may be detained for the duration of the conflict. (Letter from William J. Haynes II to Senator Carl Levin, 26 November 2002.)

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25. (S/

He was targeted because of his role in Al-Qa'ida. Rahman was considered an Al-Qa'ida operative because he assisted the group. Being both a HIG member and an Al-Qa'ida operative is not inconsistent. there is no formal definition of the term "operative." In Rahman's case, it would be similar to the term "facilitator." viewed a facilitator as somewhat less involved than an operative.

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CIA Staff Officer

(S//NF) MANAGEMENT AND CONDITIONS AT

COBALT

27. (S//NF) The detention facility consisted of 20 individual concrete structures used as cells.

Four of the cells had a metal bar above eye level that ran between two walls to which detainees could be secured by their hands in a standing sleep-deprivation position. The facility's windows were covered to

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¹³ (S//NF) A replacement facility for was completed in 2004 and detainees were removed from

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suppress outside light. Stereo speakers in the cellblock constantly played loud music to thwart any attempt to communicate between detainees.

COBALT

29. (S//NF)

was not insulated and had no central air conditioning or heating; an Agency-purchased generator supported its power requirements. When [redacted] received its first detainee in September 2002, by many accounts the temperature was hot and remained generally hot or warm until November 2002.¹⁵ Individual cells were designed with a recess for electrical space heaters; however, electrical heaters were not placed in the cells.

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30. (S//NF)

estimated there were between six and 12 gas heaters in the cellblock at the time of Rahman's death.

[redacted] officer who participated in the DO Investigation Team, reported there were five gas heaters in the detainee area of the facility before Rahman's death.

CIA Staff Officer

31. (S//NF)

According to [redacted] the customary practice at [redacted] was to shave each detainee's head and beard and conduct a medical examination upon arrival. Detainees were then given uniforms and moved to a cell. Photographs were taken of each detainee for identification purposes. While in the cells, detainees were shackled to the wall. The guards fed the detainees on an alternating schedule of one meal on one day and two meals the next day. In anticipation of the cold weather, [redacted] directed [redacted]

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CIA Staff Officer

¹⁴ (S//NF) According to [redacted] the door had to be opened to deliver water bottles and access the excrement bucket.

¹⁵ (U) In November 2002, the temperature in [redacted] ranged from a high of [redacted] to a low of [redacted] degrees Fahrenheit.

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assistant, [redacted] to acquire warmer uniforms, heaters, propane, and blankets. According to [redacted] he was successful in purchasing the uniforms, blankets and some heaters. It was difficult to purchase heaters because they were in high demand. If a detainee was cooperative, he was afforded improvements in his environment to include a mat, blankets, a Koran, a lamp, and additional food choices. Detainees who were not cooperative were subjected to austere conditions and aggressive interrogations until they became compliant.

CIA Staff Officer

32. (S//NF) [redacted] for the U.S. Bureau of Prisons (BOP) to send a [redacted] training team to [redacted] from [redacted] to [redacted] November.¹⁶ This team worked with the interior guard force concentrating on techniques such as entry and escort procedures, application of restraints, security checks, pat down and cell searches, and documenting prescribed checks of detainees.

CIA Staff Officer

33. (S//NF) [redacted] characterized [redacted] as "so many accidents waiting to happen." For example, there could be an attack from the outside, the detainees could hurt themselves, [redacted] COS [redacted] described [redacted] as a "high risk, high gain intelligence facility."¹⁷

COBALT

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[redacted] In an electronic message (e-mail) to the DDO two days after Rahman's death [redacted] wrote, in part,

On an employee impact note, I have made it clear to all hands involved that the responsibility is mine alone, nothing more need

¹⁷ (S//NF) [redacted] served in [redacted] from August 2002 until July 2003.

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be said on that, and I am and have been coordinating with appropriate senior hqs levels since the inception of this program.

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35. (S//NF) [redacted] said he did not know what his duties would be when he arrived in [redacted]. He believed the primary factors in his assignment as [redacted] Site Manager were the vacancy in the detention program and that [redacted]

CIA Staff Officer

[redacted] had no formal instruction relating to interrogations until April 2003, [redacted] months into his [redacted] tour.²¹

36. (S//NF) In [redacted] [redacted] assigned [redacted] responsibility for all detention-related functions

CIA Staff Officer

[redacted] was also responsible for renditions to and from other countries and detainee transfers.

CIA Staff Officer

CIA Staff Officer

CIA Staff Officer

²¹ (S//NF) [redacted] was not designated as a Certified Interrogator until he completed the two-week interrogation course and 40 hours of supervised interrogations with an experienced interrogator [redacted] certification was awarded on [redacted] April 2003.

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[Redacted]

37. (S//NF) [Redacted] explained that he selected [Redacted] based on several factors, including the fact [Redacted]

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[Redacted] added that he watched [Redacted] discharge his duties and was very satisfied with the job he performed. [Redacted] said that he, [Redacted] and [Redacted] talked a lot about issues. [Redacted] had free access to the [Redacted] Station front office, and [Redacted] recalled consulting with [Redacted] at least once a day.

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CIA Staff Officer

38. (S//NF) [Redacted] stated that he and [Redacted] briefed [Redacted] on CIA policies, and [Redacted] learned from on-the-job training. [Redacted] believed that [Redacted] received whatever guidance was available at CTC before he arrived, but [Redacted] did not know what that was.

CIA Staff Officer

[Redacted] said that the guidance he passed to [Redacted] included such issues as CIA's prohibition on torture; being vigilant [Redacted] to ensure there is no torture; and the fact that it is permissible to use certain tactics in debriefing that cannot injure, threaten with death, or induce lasting physical damage to the detainees.

COBALT

39. (S//NF) [Redacted] said he was briefed on particular interrogations on a case-by-case basis. If there was a new or important detainee at [Redacted] he was briefed every day as the interrogation ran its course.

CIA Staff Officer

CIA Staff Officers

40. (S//NF) [Redacted] advised that he had discussions with Station management—including [Redacted]—every other day, or when issues arose. [Redacted] stated that someone from Station management visited [Redacted] about once a month.

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41. (S//NF) The Director of CTC—in written comments on the draft report endorsed by the DDO, who served as the previous Director of CTC—said that, by the fall of 2002, the shortage of veteran operations officers had hit Station hard. To accomplish critical missions,

CIA Staff Officer

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COBALT

CTC often relied on talented young officers—such as [redacted] to take on responsibilities beyond their training and experience. In case, he was asked to take on enormous responsibilities at [redacted] principally because of his [redacted] and relative maturity, which qualified him better than most for this entirely new DO mission.

(S//NF) POLICY FOR CUSTODIAL INTERROGATIONS AT THE TIME OF RAHMAN'S DEATH

42. (S//NF) Prior to the time of Rahman's death, CTC and OGC disseminated policy guidance, via cables, e-mail, or orally, on a specific case-by-case basis to address requests to use specific interrogation techniques. Agency management did not require those involved in interrogations to sign an acknowledgement that they had read, understood, or agreed to comply with the guidance provided; nor did the Agency maintain a comprehensive record of individuals who had been briefed on interrogation procedures.

CIA Staff Officer

mid

43. (S//NF) According to [redacted] in [redacted] 2002, a senior operations officer [redacted] interrogated a particularly obstinate detainee [redacted]

The officer

COBALT

drafted a cable that proposed techniques that, ultimately, became the model for [redacted] recalled that the proposal included use of darkness, sleep deprivation, solitary confinement, and noise; the use of cold temperatures was not addressed.²³ The response from Headquarters was that the proposal was acceptable, based on the fact

CIA Staff Officer

²³ (S//NF) As noted below, [redacted] appears mistaken about the absence of a proposal to use cold as a technique.

CIA Staff Officer

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that no permanent harm would result from any of the proposed measures.²⁴ Prior to the death of Rahman, that cable from Headquarters served as the Station's guidance on what could be done in interrogations.

CIA Staff Officer

44. (S//NF) explained that Station guidance was to adhere to the four techniques approved by Headquarters. Guidance to individual interrogators initially was "catch as catch can." It was responsibility to monitor things at stated that the issue of when the Station needed to seek Headquarters approval was a gray area.

CIA Staff
Officer

COBALT

CIA Staff Officer

Mid

45. (S/ 2002, submitted to Headquarters a proposed interrogation plan for the detainee at the It requested "specific Headquarters concurrence and definitive CTC/Legal authority" to employ specified interrogation techniques with the detainee. It proposed sound disorientation, time deprivation, light deprivation, physical comfort level deprivation, lowering the quality of the detainee's food, and unpredictable round-the-clock interrogation that would lead to sleep deprivation. The cable offered a specific description of each of the proposed techniques. One specific proposal was,

Physical comfort level deprivation: With the use of a window air conditioner and a judicious provision/deprivation of warm clothing/blankets, believe we can increase [the detainee's] physical discomfort level to the point where we may lower his mental/trained resistance abilities.

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48. (S// A review of cables to or from [redacted] between
August and November disclosed only one cable proposing

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additional interrogation methods for [redacted] detainees. This cable, written by Jessen for a different detainee, requested permission to apply "the following [moderate value target] interrogation pressures . . . as deemed appropriate by [Jessen], . . . isolation, sleep deprivation, sensory deprivation (sound masking), facial slap, body slap, attention grasp, and stress positions."

CIA Staff Officer

COBALT

49. (S//NF) According to [redacted] the initial interrogations conducted at [redacted] in September and October 2002 were more custodial interviews, with the added psychological impact of being in that facility with total darkness and separation from other detainees. When Agency officers came to conduct interviews or interrogations, the only guidance he provided them was how to get in and out of the facility securely. [redacted] stated that the interrogators enjoyed the freedom to do what they wanted. He did not possess a list of "do's and don'ts" for interrogations.

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50. (S//NF) The Director of CTC—in written comments on the draft report endorsed by the DDO said that, at the time of Rahman's death, there was a lack of clear, applicable program guidance for operations to detain and interrogate terrorists captured on the battlefield. He stated,

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[T]he opening of [redacted] in September 2002 came as a practical response to a clear-cut and urgent operational need.

COBALT

Unfortunately, [redacted] began operation while CIA was still in the process of establishing uniform and detailed program guidance on detention and interrogations practices, and prior to development of the structured, tightly controlled CTC detention and interrogation program managed by CTC . . . today. While that program—which was launched in November 2002 from a low base of experience, personnel, and overall expertise—also came together without well developed and detailed CIA policies on detention and interrogation,

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51. (S//NF) Accordingly, when [redacted] arrived in [redacted] on November 2002, for his first TDY assignment in [redacted] reportedly advised "You cannot harm or kill the detainees, but you can handle the debriefings/interrogations as you see fit." It was not apparent to [redacted] that [redacted] knew what the rules were.²⁶

CIA Staff Officer

(S//NF) RESPONSIBILITY FOR RAHMAN'S INTERROGATION

CIA Staff Officer

52. (S//NF) [redacted] stated that it was his normal practice to meet all rendition aircraft flights [redacted] unless he needed to be elsewhere. However, he said he did not have a specific recollection of the rendition of Rahman [redacted] on November 2002.²⁷ There was no logbook documenting the arrivals and departures of Agency personnel at the facility.

CIA Staff Officer

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53. (S//NF) [redacted] contends that Rahman was the responsibility of Jessen. [redacted] was not certain whether Jessen was sent to [redacted] with Rahman or another case.²⁸ Jessen conducted several interrogation sessions with Rahman.

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54. (S//NF) According to [redacted] Jessen met with Rahman every day.²⁹ Those sessions were documented in a series of cables [redacted] that [redacted] indicated were drafted by Jessen. [redacted] said he participated in some of the interrogations Jessen conducted but could not remember how many. When informed that a pre-death cable reported that Jessen conducted six sessions with Rahman, [redacted] estimated he participated in about three of those. [redacted] stated that

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²⁶ (S//NF) [redacted] served in [redacted] from November 2002 until January 2003.

²⁸ (S) [redacted] According to a [redacted] October 2002 CTC/UBL cable, Jessen was being sent to "to conduct in-depth interrogations of several key Al-Qa'ida operatives recently detained in [redacted] Rahman was not captured until [redacted] October 2002.

²⁹ (S//NF) Jessen was in [redacted] from [redacted] October until [redacted] November 2002. [redacted] Six days prior to Rahman's death

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CIA Staff Officer

he did not recall which interpreter participated in the interrogation sessions with Rahman. According to [redacted] after Jessen left [redacted] November 2002, Rahman became [redacted] case by default, adding that all of the detainees who were not being interrogated were under his general control.

COBALT

CIA Staff Officer

55. (S//NF) Jessen, who holds a Ph. D in clinical psychology, was experienced from nearly two decades of work in the Department of Defense SERE program and had conducted interrogations of CIA's first high value detainee at a different location.³⁰ Jessen explained that he was directed to go to [redacted] to conduct an evaluation of another detainee, [redacted]. While there, he evaluated several other detainees, prepared interrogation plans, and forwarded them to Headquarters. [redacted] also asked Jessen to evaluate Rahman, described as a "hard case." Jessen said Rahman, got a lot of attention and he became the focus of [redacted] and the Station's High Value Target cell. [redacted] CIA Staff Officer [redacted] CIA Staff Officer

COBALT

CIA Staff Officer

56. (S//NF) Jessen explained that [redacted] asked Jessen to look at Rahman in addition to the other detainees Jessen was evaluating at [redacted] CIA Staff Officer. According to Jessen, [redacted] was responsible for all of the detainees that came to [redacted] COBALT. When detainees arrived, it was [redacted] responsibility to interrogate them. When asked if Rahman was his case, Jessen responded, "Unequivocally, no." When informed that [redacted] asserted that Rahman was Jessen's case, Jessen averred that [redacted] was wrong.

CIA Staff Officer

³⁰ (C) Jessen became a CIA independent contractor on [redacted] 2002, following his retirement from active duty with the U.S. Air Force.

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CIA Staff Officer

6 days prior to
Rahman's
death

57. (S//NF) According to [redacted] a second independent contractor psychologist/interrogator, (C) James Mitchell, came to [redacted] to work with another detainee during November. Mitchell participated in one of Jessen's sessions with Rahman.³¹ Both psychologists left [redacted] on [redacted] November 2002.

CIA Staff Officer

58. (S//NF) Mitchell stated that he observed [redacted] interrogate Rahman on one occasion for about 10 minutes; Rahman was uncooperative. Mitchell stated Rahman appeared healthy; however, he had scratches on his face, bruises on his ankles, and his wrists were black and blue. Mitchell requested that the PA examine Rahman's hands.³²

COBALT

59. (S//NF) [redacted] described Rahman as a significant figure at [redacted] did not have an opportunity to interrogate Rahman and did not see him when he was alive. [redacted] was informed that Rahman was someone else's case, possibly [redacted]

CIA Staff Officer

CIA Staff Officer

60. (S//NF) [redacted] advised that she was in [redacted] when Rahman was detained there.³³ She participated in his initial interrogation [redacted] and traveled to [redacted] after he was rendered there.³⁴ [redacted] said she participated in an undetermined number of interrogations of Rahman but estimates it was fewer than 10. She participated with [redacted] and Jessen on two occasions. She estimated she participated in five interrogations of Rahman after Jessen left [redacted]

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OfficerCIA Staff
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³¹ (S//NF) Cable records indicate Mitchell arrived [redacted] on [redacted] November 2002. Mitchell had a background with the SERE program similar to Jessen's. He became a CIA IC in September 2001 following retirement from the U.S. Air Force. Like Jessen, Mitchell had been involved in the interrogation of the Agency's first high value detainee.

³² (S//NF) According to [redacted] the Station PA, no one ever requested that he examine Rahman, his hands, or any other detainee.

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CIA Staff Officer

November 2002. When asked who had the interrogation responsibility for Rahman, [redacted] responded, "no one in particular—so I guess [redacted] and me."

CIA Staff Officer

(S//NF) RAHMAN'S TREATMENT DURING DETENTION AND INTERROGATION

CIA Staff Officer

COBALT

61. (S//NF) [redacted] said he did not specifically recall Rahman's treatment upon arrival at [redacted] stated that Rahman's clothes would have been removed early in his detention, and most of the time Rahman was naked or would have been wearing only a diaper.

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62. (S//NF) [redacted] said that Rahman was either in his cell or in a sleep deprivation cell when he was not being interrogated.³⁵ [redacted] did not know exactly how much time Rahman spent in the sleep deprivation cell but estimated it was about 50 percent of the time. [redacted] contended that no sleep deprivation was conducted on Rahman after Jessen departed [on November] and added there would have been no point in continuing it then because Rahman was not being interrogated.³⁶ According to [redacted] Rahman arrived at [redacted] in a diaper and it was removed at some point. He was probably put back in a diaper when he was put in a sleep deprivation cell.³⁷ However [redacted] said there would have been no reason to use a diaper when Rahman was not in a sleep deprivation cell.

Six days prior to Rahman's death

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63. (S//NF) [redacted] characterized Rahman as stoic and very stubborn, unlike the other detainees. He was the most stubborn individual they detained at the facility.³⁸ Although most of the other detainees were "compliant" almost immediately, Rahman was hard-

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³⁵ (S//NF) As mentioned earlier, four of the 20 cells at [redacted] were constructed with an iron bar across the top of the cell and secured to two walls. These cells could be used to force the detainee to stand during sleep deprivation sessions. CIA Staff Officer

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³⁶ (S//NF) Despite [redacted] contention, [redacted] recalled that Rahman was in a sleep deprivation cell on [redacted] November 2002 when she checked on the detainees.

³⁷ (S//NF) During the OIG visit to [redacted] on [redacted] and May 2003, two detainees were undergoing standing sleep deprivation in these cells. Both were naked.

³⁸ (S//NF) At the time of Rahman's death, [redacted] had been in operation for 69 days.

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core Pashtun. He had been a combatant all his life and had been wounded many times. Rahman did not complain and simply said, "Thanks to God, all is well." When reminded that in his videotaped 19 December 2002 interview with the DO Investigative Team, [redacted] stated that Rahman complained incessantly, [redacted] said he just recalled Rahman being stoic.

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CIA Staff Officer

64. (S// [redacted]) According to cables reporting Rahman's interrogations, he did complain about conditions. After the first two days of interrogation, [redacted] reported that Rahman "complained about poor treatment, complained about the violation of his human rights, and claimed inability to think due to conditions (cold)." The subsequent cable reporting Rahman's interrogation sessions described Jessen's impression that Rahman "continues to use 'health and welfare' behaviors and complaints as a major part of his resistance posture."

65. (S//NF) The DO Investigative Team interviewed [redacted] guard commander four days after Rahman's death. According to the guard commander, Rahman wore pants for approximately his first three days at [redacted] and then spent the remainder of his detention without pants.

COBALT

66. (S//NF) Jessen said that Rahman's diaper and clothes would have been removed at the interrogators' direction. The guards would not have removed them without direction. According to Jessen, Rahman was without his clothes more than he was with them. The interrogators gave Rahman some clothing after he admitted his identity on [redacted] November 2002.

67. (S//NF) The linguist, [redacted] explained that it was difficult for him to remember how often he assisted in Rahman's interrogation at [redacted] but estimated it was approximately five to seven times.³⁹ He assisted [redacted] in the interrogation of two detainees, including

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Rahman. [redacted] stated that during the entire time he saw Rahman at [redacted] Rahman was either wearing a diaper or was naked below the waist. [redacted] said that he could not be precise about when Rahman wore a diaper as opposed to being naked, but his condition seemed to alternate from one to the other. The [redacted] shirt that Rahman wore was not sufficient to cover his genital area. Rahman was particularly concerned with being naked in front of [redacted] the guards. Every time Rahman came to the interrogation room, he asked to be covered. [redacted] did not observe a supply of diapers at the [redacted] but it was evident to him that Rahman had received a replacement diaper at some juncture.

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68. (S//NF) According to [redacted] prior to the first interrogation session, [redacted] stated that Rahman was a "really bad guy." [redacted] was present when Rahman was rendered to [redacted] and was present when Rahman was first interrogated at [redacted] That was either the night Rahman was rendered to [redacted] or the succeeding day. The first interrogation session included [redacted] Jessen, and possibly [redacted] The only other person [redacted] remembered being present during one of Rahman's interrogations was Mitchell. The interrogation sessions with Rahman were normally brief because of his unwillingness to cooperate. They were mostly around 15 minutes in duration; the longest was one or two hours.

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69. (S//NF) Jessen estimated that he interrogated Rahman two to four times.⁴⁰ He employed an "insult slap" with Rahman once but determined it was only a minor irritant to Rahman and worthless as a continuing technique. Jessen occasionally observed [redacted] encounters with Rahman and said he was the hardest case in captivity that Jessen had ever observed. Even when Rahman was depleted psychologically, he would routinely respond that he was

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⁴⁰ (S//NF) A cable reported that Jessen was involved in six interrogation sessions with Rahman.

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"fine" when asked about his condition. The only concession Rahman made was to admit his identity when it was clearly established and irrefutable.

70. (S// [redacted] Jessen prepared the interrogation plan for Rahman before departing [redacted] and noted that there was no quick fix to get him to cooperate. It would take a long time and it was necessary to keep up the pressure on Rahman and to provide medical assessments. Jessen did not foresee that the interrogation plan on Rahman would be implemented for some time, at least not until the Station was augmented by graduates of the interrogation classes.⁴¹ Jessen wrote in a cable dated [redacted] November 2002 as a part of the Interrogation Plan Recommendation:

It will be important to manage the [proposed interrogation] deprivations so as to allow [Rahman] adequate rest and nourishment so he remains coherent and capable of providing accurate information. The station physician should collaborate with the interrogation team to achieve this optimum balance.⁴² It is reasonable to expect two weeks or more of this regimen before significant movement occurs.

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71. (S//NF) [redacted] described Rahman as "incredibly stalwart," and said he would not talk. [redacted] did not remember what clothes Rahman was wearing. [redacted] added that Rahman would have been naked during the interrogation sessions. She said she is not certain, but believed that Rahman received clothes, a top and bottom, after Jessen departed [redacted]

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72. (S//NF) [redacted] stated that he is not certain how many detainees at [redacted] have been naked from the waist down. It

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⁴¹ (S// [redacted] According to a Headquarters cable sent [redacted] November 2002, the first interrogation course was scheduled to run from [redacted] November 2002, with 10 students scheduled to attend that session. [redacted] responded on [redacted] November 2002, with concurrence for a TDY interrogation team to travel to [redacted] following completion of the course. Later, the senior interrogator in CTC wrote an e-mail regarding the request and noted in part, "... At least one of the guys they have in mind is Gul Rahman, who is an Afghan, and I do not think he is truly a [High Value Target] or [a Medium Value Target.] How do you think we should proceed on this?"

⁴² (S//NF) There was no Station physician, only Physicians' Assistants.

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depends upon how they are acting; "It may be needed to break them." It was used in Rahman's case to break him down to be more compliant. He was defiant and strong and made threats, according to

73. (S// [redacted] Rahman's Medical Care. According to the November 2002 [redacted] cable that reported the chronology of events connected with Rahman's death, Rahman was brought to [redacted] on [redacted] November and given a physical examination. However, despite this official reporting, the PA who accompanied Rahman [redacted] stated that neither he nor any other [redacted] PA conducted physical examinations at [redacted] on Rahman or other detainees who were rendered there during that period. The brief check the PA performed on rendition detainees in [redacted] could not be considered a physical examination because, in part, it did not involve questioning the detainees about their health history and current condition.

74. (S// [redacted] On November 2002, [redacted] Station reported by cable that [redacted] medics made [redacted] visits to [redacted] evaluate the [redacted] detainees.⁴³

"approximately a fourth of the prisoners have one or more significant pre-existing medical problems upon arrival."

75. (S// [redacted] The November 2002 cable reported that [redacted] during two monthly assistance visits to [redacted] by the medics, all detainees were taken from their cells to a room and given a private medical evaluation where they were interviewed by an Office of Medical Services (OMS) officer and a urine specimen was taken to determine the specific nutrition and hydration levels. It reported that the last routine visit was [redacted] November 2002 and the urine testing determined all of the [redacted] detainees were receiving sufficient nourishment and hydration. The cable further reported that all the [redacted]

⁴³ (S//NF) When [redacted] Station used the term "medic" it meant Physicians' Assistants.

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detainees were cooperative with the medical personnel regarding their health and welfare except for Rahman, who simply stated, "Thanks to God, all is well."⁴⁴

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76. (S//NF) PA [redacted] advised that he visited [redacted] shortly after his November 2002 arrival [redacted]. The [redacted]

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facility had opened since his prior assignment [redacted]. He [redacted] consulted with OMS by telephone and received guidance to treat the detainees at [redacted] if they are ill. [redacted] then examined the

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detainees, heard their health concerns, and tested their urine to determine if they had sufficient nourishment. [redacted] said he did not perform any arrival medical examination on Rahman or any other newly arrived detainee at [redacted] and was unaware of detainee arrivals and departures from the facility. [redacted] was confident he would remember if he had examined Rahman.⁴⁵

78. (S//NF) According to [redacted] in an interview with the OIG, on a subsequent date, possibly [redacted] November 2002, he checked on the detainees and observed Rahman for the first time. [redacted] reported that Rahman was wearing a blue sweatshirt and blue

CIA Staff Officer

⁴⁴ (C) [redacted] stated that he provided [redacted] with some of the information that appeared in this cable.

⁴⁵ (S) As reported previously, Rahman arrived there on [redacted] November 2002. [redacted] stated that he did not prepare treatment notes or medical records while [redacted]

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sweatpants, and possibly socks, and was standing in his cell with his arm chained to a pin on the wall. [redacted] believed Rahman had abrasions on his wrists, similar to the other detainees. [redacted] stated that he did not know what language Rahman spoke, but Rahman indicated that he was okay and did not make any complaints. Consequently, according to [redacted] he did not examine Rahman nor test his urine and did not know if there were any abrasions beneath his clothes.⁴⁷ [redacted] did not know of any medical contact with Rahman by the other two medical care providers at the Station.⁴⁸

79. (S//NF) [redacted] recollection that Rahman was wearing sweatpants is at odds with others who spent considerable time at [redacted] during that period. No other interviewee mentioned that Rahman was wearing pants after his first couple of days. The guard commander said that Rahman's pants were removed after approximately three days and he was without pants. The deputy guard commander said that Rahman was naked most of the time. [redacted] the interpreter, recalled that Rahman was naked below the waist or wore a diaper during his entire period of detention. [redacted] said that Rahman's clothes were removed early and he was naked or wore a diaper most of the time.

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80. (S//NF) **Reports of Rahman's Interrogation.** [redacted] first cable report of Rahman's interrogation was issued three days after his rendition to [redacted]. It reported that [redacted] and Jessen had interrogated Rahman over a 48-hour period and noted that the psychological and physiological pressures available for use were unlikely to make Rahman divulge significant information. The cable

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⁴⁸ (S//NF) A TDY physician [redacted] Rahman while he was alive.

[redacted] reported they did not have any interaction with

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noted that, although the other detainees who had been brought to dropped their resistance within 48 hours, Rahman remained relatively unchanged. It added,

Despite 48 hours of sleep deprivation, auditory overload, total darkness, isolation, a cold shower, and rough treatment, Rahman remains steadfast in maintaining his high resistance posture and demeanor.

81. (S//) A second, post-rendition cable was sent from to on November 2002. It reported that Rahman appeared to be physically fatigued but defiant during interrogations. It sought material to employ as psychological pressure and requested that prepare a videotape of

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Officers

82. (S//) sent a third post-rendition cable on November 2002, "Subject: Gul Rahman Admits His Identity." It reported that , Jessen, and interrogated Rahman on November 2002, and that Rahman had spent the days since his last interrogation session in cold conditions with minimal food and sleep.⁵⁰ It further reported that Rahman was confused for portions of the interviews due to fatigue and dehydration.⁵¹ The cable reported that Rahman provided his true identity and biographical information but provided fictitious and rehearsed responses about his relationship with reported that Rahman was afforded improved conditions and would be reinterviewed on November 2002.

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⁴⁹ (S//NF) There is no indication that met this request.

⁵⁰ (S//) estimated that she participated in seven to 10 interrogation sessions with Rahman at . However, this was the only occasion when her presence is documented in a cable. COBALT

⁵¹ (S//) As previously reported, the November 2002 cable reported the Station's medical support to detainees. The cable cited that, during the to November 2002 medical assistance visit to it was determined that all detainees were receiving sufficient hydration. COBALT

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83. (S//) sent a fourth cable on November 2002. That cable was prepared by Jessen and reported a mental status examination and a recommended interrogation plan for Rahman.⁵² It reported that Rahman had demonstrated a rigid and intractable resistance posture and would not be affected by continuing interrogations. The cable recommended continuing environmental deprivations and instituting a concentrated interrogation regimen of 18 out of 24 hours. It also recommended that the Station collaborate with the interrogation team to achieve the optimum balance and noted it was reasonable to expect two or more weeks of the regimen before seeing any progress. Finally, it recommended using the newly trained interrogators from Headquarters' recent training class.

84. (S//) On the reported day of Rahman's death, November 2002, sent a cable to the DDO, - Gul Rahman: Chronology of Events." It reported that Rahman appeared calm and controlled to his interrogators but had reportedly threatened guards previously, vowing to kill them all or have them killed following his release.⁵³ This was cited as the reason that Rahman was constantly restrained with hand and ankle restraints in his cell.⁵⁴ It also reported that last saw Rahman on the afternoon of November 2002, and that Rahman was found dead on the morning of November 2002. The Station concluded it was not possible to determine the cause of Rahman's death without an autopsy. The cable did not include the information

⁵² (S//) The mental status exam was requested by CTC/UBL on November 2002. CTC/UBL noted "[Headquarters] UBL is motivated to extract any and all operational information on Al-Qa'ida and [HIG] from Rahman . . . [and] achieving Rahman's cooperation [is] of great importance. We would like to work quickly to create circumstances in which he will cooperate."

⁵³ (S//NF) Jessen reportedly heard from before November 2002 that Rahman sensed the guards were and threatened to kill them, but Jessen said he never witnessed the guards mistreat Rahman.

⁵⁴ (S//) Despite the assertion that Rahman was constantly restrained with hand and ankle restraints in his cell, the same cable reported that Rahman's hand restraints were removed on November 2002.

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that Rahman was naked below the waist or that a series of chains and restraints (the short chain position) was used on Rahman that forced him to sit bare-bottomed on the concrete floor of his cell 55

CIA Staff Officer

85. (S//NF) Cold Conditions.

stated that on November 2002, was occupied with other duties and asked her to check on each detainee because it was getting cold. went from cell to cell and gave apples to detainees. Also, she gave a few of them blankets and, if they did not have socks, she provided socks to them.

CIA Staff Officer

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86. (S//NF)

did not provide a blanket, socks, or an apple to Rahman. She returned his apple to and stated she did not know what did with the apple but doubted he would have given it to Rahman because he was noncompliant. said she saw all of the detainees, except Rahman. He was in one of the sleep deprivation cells when she provided apples to the detainees.⁵⁶ The other detainees she observed all wore sweatshirts and sweatpants and most had socks; none of the detainees was without clothes. Some wore wool knit sweaters on top of the sweatshirts.

CIA Staff Officer

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CIA Staff Officer

87. (S//NF)

stated that it was very cold in when he was there on a brief TDY and the issue of hypothermia crossed his mind as he saw Rahman wearing only socks and a diaper.⁵⁷ He commented on the cold and hypothermia to the other Headquarters officer traveling with him, but not to explained that he was at only to

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⁵⁵ (S/) This cable was the basis for the information provided in the 29 November 2002 Congressional Notification on Rahman's death. It was not until a second Congressional Notification was made on May 2003, three months after the DO Investigative Team's report was issued, that CIA informed Congress that Rahman was naked below the waist and shackled in the short chain position that prevented Rahman from standing upright.

CIA Staff Officer

⁵⁶ (S//NF) This account places Rahman in a sleep deprivation cell on November 2002, and appears to conflict with account that Rahman's sleep deprivation was discontinued on November 2002, when Jessen departed

CIA Staff Officer

⁵⁷ (S//NF) believed he visited a few days after Rahman's arrival there, approximately November 2002. also witnessed the hard takedown of Rahman while at

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observe and assumed that the officers there would realize it was cold and would not leave a prisoner unclothed for a long period. [redacted] had observed blankets in other cells and assumed Rahman would get a blanket soon. [redacted] recognized that someone could not be left naked for long without unwanted complications.

88. (S//NF) [redacted] recalled that both Rahman and another detainee complained about being cold. [redacted] did not approach [redacted] about the cold conditions at [redacted] and was not aware of anyone else doing so.

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89. (S//NF) Jessen remembered it was cold in [redacted] prior to his departure [redacted] on November 2002. There were some electrical heaters in the cellblock area but none in the individual cells. Jessen remembered receiving a heater from [redacted] because the room was cold.⁵⁸

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90. (S//NF) Within the days of arriving in November, a contract linguist, was assigned by or his assistant, to perform a daily check of the detainees in their cells at ⁵⁹ It was during that period that the temperature dropped precipitously; checks were normally conducted in the morning, and also in the evening if the weather was colder. They had observed the detainees shivering around the period of November. Some detainees with blankets were shivering. Those without blankets were those who were not cooperating.

CIA Staff Officer

CIA Staff Officer

91. (S//NF) remembered that sometime around November 2002, mentioned the temperature was dropping, it was getting cold, and they should try to keep the detainees warmer. It was a general statement made to a group including and was also present during a discussion between and about supplying warmer clothes. They were concerned that the provision of blankets to all of the detainees at that time could send the wrong signal; they tried to use desired items like blankets as something to earn by cooperation.

92. (S//NF) A contract linguist, CIA Staff Officer, stated that he asked a few days before Rahman died (probably on November) at what temperature CIA Staff Officer hypothermia occurred.⁶⁰ reportedly responded that he believed it occurred when the atmospheric temperature dropped to CIA Staff Officer 58 degrees Fahrenheit.⁶¹ According to did not CIA Staff Officer respond in a manner indicating he was going to do something about it; he just said "okay." was certain, however, that CIA Staff Officer had heard him. explained that he did not raise the issue of the cold with because of anything he saw or heard about CIA Staff Officer

⁵⁹ (S//NF)

⁶⁰ (S//NF)

⁶¹ (S//NF) During an interview with the DO Investigative Team on November 2002, cited that did not know at what temperature one would reach hypothermia. CIA Staff Officer

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Rahman. Rather, it was based on what [] observed with two other detainees he was working with, as well as the fact that he was cold even when wearing a jacket.

93. (S//NF) [] told OIG that, based on his knowledge of thermodynamics and conductivity, if a person's body temperature drops to 95 degrees Fahrenheit, the brain would be impacted. At 90 degrees Fahrenheit the person will die. However, if the room temperature is 70 degrees Fahrenheit or above and a person is sitting naked on the floor, the person will be all right. If the room temperature is 30 degrees Fahrenheit, a person could sit on the floor and be unaffected if he is clothed. [] explained that he was aware that a concrete floor would suck the heat out of someone who was sitting on the floor without pants. From his knowledge of thermodynamics, [] opined that Rahman had only a 30 percent chance of surviving the night while sitting on the cold floor of his cell without pants.

94. (S//NF) Five days after Rahman's death, the DO Investigative Team interviewed [] The one and one-half page report that resulted from that interview contained the following:

[] that after his first or second visit to [] COBALT
he mentioned the temperature at the facility to [] CIA Staff Officer
[] told them that it was cold in the
facility, the prisoners were shivering, and it was not cold outside
yet.

95. (S//NF) During an OIG interview, less than four months later, when asked if he had concerns regarding the temperature at [] at the time of Rahman's death, [] responded, "not really." When asked if he had a conversation with anyone about the temperature at [] responded that he believed he told [] that [] had mentioned to someone that it was cold. [] added that he did not remember the identity of the person with whom he discussed the issue of the cold temperature; "it could have been anyone." When asked what prompted his comment about the cold, [] stated that it was

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starting to get cold. "I walked by and must have said it was getting cold." [redacted] said he had forgotten the comment; it was not made in a formal context. However, [redacted] reminded him of his comment. When asked if this comment could have been made to [redacted] who had the responsibility for [redacted] responded, "It could have been [made to] anyone."⁶²

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96. (S//NF) To assist [redacted] in remembering the identity of the person with whom he spoke about the cold condition in [redacted] read the interview report prepared by the DO Investigative Team [redacted] after the death of Rahman. [redacted] then observed, "I guess it could be [redacted] he would have been the most likely officer." When asked to quantify that likelihood as a percentage, [redacted] responded it was 50 percent. [redacted] denied he told the two members of the DO Investigative Team that the detainees were shivering. When asked if cold was used as a technique at [redacted] responded, "Not that I know." He explained that he was more focused on the use of loud music there.

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Officer

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97. (S//NF) [redacted] recalled that, at the time of Rahman's death, [redacted] lamented that he previously raised the issue of the cold with someone at [redacted] stated that [redacted] specifically said, "I told those people that they had to do something about the cold there." [redacted] said it was clear from the context that [redacted] was not referring to [redacted] some low-level person, but [redacted] did not identify whom he was describing

CIA Staff Officer

COBALT

98. (S//NF) [redacted] stated that he has no recollection of having a conversation with [redacted] regarding the cold weather. However, [redacted] did recall [redacted] mentioning that he thought Rahman's death was induced by the cold.

CIA Staff
Officer

⁶² (C) Additionally, the notes prepared by the OGC attorney during [redacted] interview with the DO Investigative Team read, "The first and second time [redacted] mentioned temperature to them; meaning [redacted] and others unknown."

CIA Staff Officer

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99. (S//NF) According to [redacted] no one brought to his attention or to the front office any concerns about the cold. [redacted] said it was not apparent in talking with [redacted] that there was a problem with cold at [redacted]

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100. (S//NF) In December 2002, less than one month after Rahman's hypothermia-induced death, [redacted] reported the following regarding another [redacted] detainee:

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[The detainee] was submitted [sic] to sensory deprivation, cold, and sleep deprivation within the parameters of [a referenced cable] . . . When moved to the interrogation room for interrogation sessions [the detainee] was stripped and had to earn his clothing with cooperation and information. When he demonstrated resistance, [the detainee] was left in a cold room, shackled and stripped, until he demonstrated cooperation.

CIA Staff Officer

101. (S//NF) Cold Showers. [redacted] who was present at [redacted] in November 2002, reported that she witnessed "the shower from hell" used on Rahman during his first week in detention.⁶³ [redacted] asked Rahman his identity, and when he did not respond with his true name, Rahman was placed back under the cold water by the guards at [redacted] direction. Rahman was so cold that he could barely utter his alias. According to [redacted] the entire process lasted no more than 20 minutes. It was intended to lower Rahman's resistance and was not for hygienic reasons. At the conclusion of the shower, Rahman was moved to one of the four sleep deprivation cells where he was left shivering for hours or overnight with his hand chained over his head.

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102. (S//NF) Jessen, who was present at [redacted] at the same time, recalled the guards administering a cold shower to Rahman as a "deprivation technique." Jessen subsequently checked on Rahman after he had been returned to his cell. Jessen detected that Rahman was showing the early stages of hypothermia and ordered the guards to give the detainee a blanket. [redacted] who interpreted for Rahman,

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also witnessed [redacted] order a cold shower for Rahman. Rahman was being uncooperative at the time, and [redacted] stated it was evident that the cold shower was not being ordered for hygienic reasons.

103. (S//NF) A Bureau of Prisons officer, conducting training for the [redacted] guards at [redacted], witnessed a tall detainee wearing a blindfold and a diaper fastened by duct tape arrive at an unheated and cold area where the shower was located.⁶⁴ The diaper was removed and discarded. The detainee was placed under the stream of the shower for approximately five minutes and he was shivering. Because of the detainee's height, a guard wearing rubber gloves stood on a stool to ensure the detainee was covered head to foot with the water spray. There was soap in a bucket, but it was not used. The BOP officer was informed that a contractor was coming to [redacted] that day to repair the water heater. There was no towel present; the detainee was dried with his shirt and then escorted back to the cell wearing a new diaper and his wet shirt. In the cell, the guards restrained the detainee's hands to a bar at the approximate height of his head. It occurred to the BOP officer that the cold shower might have been intended as a deprivation or interrogation technique.⁶⁵

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CIA Staff Officer

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104. (S//NF) Based on the length of time Rahman was at [redacted] estimated that Rahman would have received two showers. [redacted] witnessed only one shower and it was a cold shower. Rahman did not like the shower, but the guards were able to get him clean. [redacted] was not certain if the BOP officers witnessed the showers.

CIA Staff Officer

CIA Staff Officer

105. (S//NF) Several of the officers interviewed about the possible use of cold showers as a technique cited that the water heater was inoperable and there was no other recourse except for cold showers. However, [redacted] explained that if a detainee were cooperative, he would be given a warm shower if possible.

CIA Staff Officer

CIA Staff Officer

⁶⁵ (S//NF) [redacted] BOP officer provided a similar account of the cold shower. He did not believe it was employed as an interrogation technique because the water heater was broken at the time.

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stated that when a detainee was uncooperative, the interrogators accomplished two goals by combining the hygienic reason for a shower with the unpleasantness of a cold shower.

CIA Staff Officer

106. (S//NF) According to [redacted] cold was not supposed to play a role in the interrogation. Cold was not a technique; it was a change of season. When asked in February 2003, if cold was used as an interrogation technique, [redacted] responded, "not per se." He explained that physical and environmental discomfort was used to encourage the detainees to improve their environment. [redacted] observed that cold is hard to define. He asked rhetorically, "How cold is cold? How cold is life threatening?" [redacted] stated that Rahman was not given cold water. He stated that cold water continues to be employed at [redacted] however, showers were administered in a heated room. He stated there was no specific guidance on it from Headquarters, and [redacted] was left to its own discretion in the use of cold. [redacted] asserted that there was a cable [redacted] documenting the use of "manipulation of the environment."⁶⁶

COBALT

107. (S//NF) **Hard Takedown.** During the course of Rahman's autopsy, the Agency pathologist noted several abrasions on the body.⁶⁷ Jessen, who was present during the first 10 days of Rahman's confinement, reported that, while in the company of [redacted] Jessen witnessed a team of four or five officers execute a "hard takedown" on Rahman.⁶⁸ According to Jessen, the team dragged Rahman from his cell, cut his clothes off, secured his hands with Mylar tape and put a hood over his head. They ran Rahman up and down the long corridor adjacent to his cell. A couple of times he stumbled and was momentarily dragged along the ground until they were able to get Rahman back

CIA Staff
Officer

⁶⁷ (S//NF) The Final Autopsy Findings noted "superficial excoriations of the right and left upper shoulders, left lower abdomen, and left knee, mechanism undetermined."

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COBALT

on his feet. Rahman was slapped and punched in the stomach during this episode, but Jessen could determine that the officers were pulling their punches to limit the pain. Jessen said the takedown was rehearsed and professionally executed. The process took between three to five minutes, and Rahman was returned to his cell. Rahman had crusty contusions on his face, leg, and hands that looked bad, but nothing that required treatment. Jessen heard that other hard takedowns were also executed at [redacted] 69 Three other officers who were present at the same time provided similar accounts of the incident.

CIA Staff Officer

108. (S//NF) Jessen saw a value in the hard takedown in order to make Rahman uncomfortable and experience a lack of control. Jessen recognized, however, that the technique was not approved and recommended to [redacted] that he obtain written approval for employing the technique [redacted]
CIA Staff Officer

COBALT

109. (S//NF) According to [redacted] the hard takedown was employed often in interrogations at [redacted] as "part of the atmospherics." It was the standard procedure for moving a detainee to the sleep deprivation cell. It was performed for shock and psychological impact and signaled the transition to another phase of the interrogation. He said that the act of putting a detainee into a diaper also could cause abrasions if the detainee struggles because the floor of the facility is concrete.
CIA Staff Officer

CIA Staff Officer

CIA Staff Officer

110. (S//NF) [redacted] contended that he ordered the hard takedown on Rahman to make him think he was being taken to a different cell. [redacted] This was accomplished by running him up and down the corridor. As Rahman was being moved down the corridor, he fell and got a scrape on his shoulder. [redacted] did not remember where else Rahman received injuries. [redacted] explained that the scraping was not [redacted]

COBALT

69 (S//NF) According to one BOP officer who traveled to [redacted] before he departed from Washington, D.C., a [redacted] supervisor, name unknown, requested that the BOP team teach the hard takedown technique to the guards at [redacted] After the BOP team arrived [redacted] the request was not repeated, and BOP did not teach the technique.
CIA Staff Officer COBALT

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CIA Staff officer

expected to be part of the process, and he was displeased with the results because Rahman was injured. [] asserted that he had no interest in hurting the detainees. He observed that abrasions cause management problems because there is a need to summon the

CIA Staff Officer

physician to the facility to tend to the detainees' wounds to prevent infection.⁷⁰ [] stated that neither he, [] Station management, or anyone else involved with the program ever authorized or encouraged anyone to hit, slap, or intentionally inflict pain on a detainee.

CIA Staff Officer

CIA Staff Officer

111. (S//NF) [] stated that this hard takedown was the only time Rahman could have received the abrasions on his body. He recalled only one instance when the hard takedown was used on Rahman. According to [] the reference to rough treatment in the November 2002 [] cable refers to the hard takedown, as well as the insult slap given to Rahman by Jessen.⁷¹

CIA Staff Officer

COBALT

112. (S//NF) [] noted there was an alternative to the hard takedown that he called the "gentle takedown." It was reserved for detainees who had been cooperative and were being transferred from [] In those instances, the detainee is advised what to expect in advance and instructed to lie on his stomach and not resist.

CIA Staff Officer

COBALT

113. (S//NF) [] stated he did not discuss the hard takedown with Station managers; he thought they understood what techniques were being used at [] stated that, after completing the interrogation class, he understood that if he was going to do a hard takedown, he must report it to Headquarters.⁷²

CIA Staff Officer

⁷⁰ (S//NF) If [] treated Rahman for those abrasions, it was not reported to OIG during the contact with the three medical care providers present during Rahman's detention.

CIA Staff Officer

CIA Staff Officer

⁷¹ (S//NF) According to [] who led the DO Investigative Team, [] was not forthcoming about the hard takedown. During two interviews with the DO Investigative Team, [] reported that Rahman was pushed and shoved a bit. It was only after [] interviewed [] Jessen that he learned of the hard takedown. At that point, after two interviews with [] did not see any purpose in recontacting [] a third time to question him on this issue.

CIA Staff Officer

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114. (S/ When the November 2002 cable reporting the treatment of Rahman reached CTC, a senior CTC/Renditions Group officer forwarded this cable via an e-mail message to a CTC attorney. The officer highlighted part of the paragraph that reported, "Despite 48 hours of sleep deprivation, auditory overload, total darkness, isolation, a cold shower, and rough treatment, Rahman remains steadfast in maintaining his high resistance posture and demeanor." The CTC officer commented, "Another example of field interrogation using coercive techniques without authorization."

115. (S//NF) CTC attorney, stated that she was not familiar with the "hard takedown" technique and was not aware that this technique had been used at She explained that if had sought approval to employ the hard takedown, intentionally cold conditions, and the short chain restraint, she would have responded that they were not available for approval since they did not fit the legal parameters. Although a cold shower for Rahman was an available technique, she would have recommended that it not be approved if had provided all the relevant details including that Rahman's cell was cold and he was not fully clothed.

COBALT

116. (S//NF) stated that he was generally familiar with the technique of hard takedowns. He asserted that it is authorized and believed it had been used one or more times at in order to intimidate a detainee.⁷³ stated that he would not necessarily know if it had been used and did not consider it a serious enough handling technique to require Headquarters approval. When asked about the possibility that a detainee might have been dragged on the ground during the course of a hard takedown, responded that he was unaware of that and did not understand the point of dragging someone along the corridor in

COBALT

COBALT

⁷³ (S//NF) There is no evidence that hard takedowns or short chain restraints are or were authorized. They are not listed in relevant Agency guidance as approved interrogation measures.

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COBALT

117. (S//NF) [redacted] contended that he observed Rahman's dead body and the abrasions did not appear to be fresh. [redacted] stated that he understood from [redacted] that the abrasions on Rahman's shoulders predated his transfer to [redacted].

However, after examining three postmortem photographs taken during the autopsy, [redacted] advised OIG that, in his professional judgment, the abrasion on Rahman's shoulder was between two and five days old. He estimated the abrasion on Rahman's hip as ranging from three or four days to a maximum of seven days old.

118. (S//NF) Following his return to Headquarters subsequent to the autopsy, the pathologist learned that Rahman had been subjected to a technique that was used to disorient him and he had fallen; that was presumably the hard takedown. It was the pathologist's medical opinion that the abrasions on the shoulders and hip occurred fairly simultaneously. He estimated they occurred from one to three days, at most, before Rahman's death and certainly did not occur two weeks before his death. The pathologist did not ask [redacted] who assisted during the autopsy, whether he had seen the abrasions prior to Rahman's death.

119. (S//NF) [redacted] Despite the visible presence of abrasions on Rahman's body, [redacted] Station reported in the [redacted] November 2002 cable that constituted the official report of Rahman's death to the DDO, "The Station medic inspected the body and noticed no obvious contusions, abrasions, marks, swelling, or other indications of specific cause of death." This same language was incorporated in the 29 November 2002 Congressional Notification of Rahman's death.

(S//NF) RAHMAN'S LAST THREE DAYS

120. (S//NF) In the [redacted] November 2002 cable sent to the DDO, [redacted] Station reported a chronology of the events regarding Rahman, with specific reference to the last days of his detention and his death. No other cables documented Rahman's activities or status after [redacted] November 2002.

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CIA Staff Officer

121. (S//NF) stated that he drafted this cable. stated that he is familiar with this cable. He does not remember much of the contents of the cable, but the necessary documentation of the circumstances of the death would be in the cable. It was drafted by and released by edited it for clarity, as was his custom for all cables he released from He had no recollection regarding the substance of the edits he made to the cable.

CIA Staff Officer

122. (S//NF) November 2002. The November 2002 chronology cable reported:

The last time Rahman was seen by officer prior to his death was on the afternoon of Monday November 2002. At that time Rahman was assessed to be in good overall health. Station noted that Rahman had small abrasions on his wrists and ankles as a result of the restraints. His ankle restraints were loosened and his hand restraints were removed when Rahman was returned to his cell.⁷⁴

CIA Staff Officer

123. (S//NF) recalled that he had one brief session with Rahman on November 2002, four days after Jessen left COBALT stated that this was based on Jessen's recommendation that Rahman be left alone and environmental deprivations continued.⁷⁵ The purpose of the session in an interrogation room, according to was just to check on Rahman to determine if he was more compliant. Rahman never went any further than admitting his identity. did not recall if Rahman was wearing a diaper at that time but noted there would have been no reason to use a diaper because Rahman was not in a sleep deprivation cell.

CIA Staff Officer

CIA Staff Officer

CIA Staff Officer

CIA Staff Officer

124. (S//NF) contended he has little specific recollection of the session on November 2002. also did not

CIA Staff Officer

CIA Staff Officer

⁷⁴ (S//NF) This is the only passage in the cable that addressed the events of November 2002. would have made this assessment of Rahman's health.

CIA Staff Officer

⁷⁵ (S//NF) sent an e-mail message on November 2002, to her supervisors at Headquarters She wrote, "I am the primary interrogator on six detainees. is concentrating on Gul Rahman and other new detainees and already has a full plate." CIA Staff Officer

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CIA Staff Officer [redacted] recall which interpreter was used in this session, but he would have used one [redacted] to conduct an interrogation. [redacted] stated the session was neutral in tone and not confrontational. Accordingly, he would consider it a debriefing, not an interrogation.

CIA Staff Officer

CIA Staff Officer 125. (S//NF) [redacted] recalled that, during the last few days of his detention, Rahman did something that caused [redacted] to order the guards to give Rahman a sweatshirt and possibly some socks and to loosen his restraints. [redacted] stated Rahman must have been somewhat compliant because his hand restraints were removed. The fact that his wrists had pretty bad scabs on them was also a factor in having the restraints removed. According to [redacted] the sweatshirt was not the result of Rahman complaining of being cold or [redacted] surmising Rahman was cold because he saw Rahman shivering. They were in the interrogation room, which was relatively warm with two 1000-watt lights and an electric heater. [redacted] stated that he might have given Rahman the sweatshirt because it was getting cooler; [redacted] was trying to find a way to do something positive for Rahman. [redacted] stated he did not recall having a conversation with anyone about the cold conditions at the time. He could not, however, discount the possibility that concerns raised by others might have played a role in his decision to give Rahman the sweatshirt. [redacted] explained that he did not prepare a cable as a result of the interrogation on [redacted] November because not much happened.

CIA Staff Officer

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CIA Staff Officer

126. (S//NF) [redacted] November 2002. The [redacted] November 2002 chronology cable reported:

At 1530 local on [redacted] November 2002, the [redacted] commander told station that when Rahman had been given food at 1500 local, he had thrown it, his plate, his water bottle and defecation bucket at the guards who had delivered the food. Station requested that

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the commander to replace [sic] Rahman's hand restraints to prevent this from reoccurring, or prevent him from undertaking any other violent actions.⁷⁶

CIA Staff Officer

127. (S//NF) recalled that, on November, he was at and was approached by a guard.

COBALT

The guard(s) reported that Rahman had been acting violently and had thrown his food and defecation bucket at the guards. Rahman had also threatened the guards, noting that he had seen their faces and would kill them when he got out of the facility. confirmed it is likely that Rahman had seen the guards' faces, because they were sometimes lax about using their kerchiefs to cover their faces.

CIA Staff Officer

CIA Staff Officer

128. (S//NF) did not recall whether were present at when Rahman threw his food. He did not specifically recall telling others about the incident but acknowledged that he may have told and who would have had an interest in the case.

COBALT

CIA Staff Officers

CIA Staff Officer

CIA Staff Officer

CIA Staff Officer

129. (S//NF) approached and on November 2002, between 1500 and 1800 hours, according to was laughing and revealed that Rahman had been violent in his cell, threatened the guards, and had thrown his food. added that he would take care of it. interpreted this as a lighthearted comment and assumed was laughing because no detainee had done this previously. further assumed that when said he would take care of it, he meant he would have the cell cleaned and have Rahman chained. believed he departed with shortly following the comment by did not recall for certain whether came back with him or remained at with

CIA Staff Officer

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COBALT

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COBALT

⁷⁶ (C) This is the only passage in the cable that addresses the events of November 2002. It has been established that the term "station" in this paragraph means

CIA Staff Officer

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CIA Staff
Officer

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did not remember hearing that Rahman had thrown anything else besides his food. did not recall a discussion of the Rahman incident on November 2002.

CIA Staff Officer

CIA Staff
Officer

130. (S//NF) recalled that, approximately a day before Rahman's death, casually mentioned Rahman had thrown his food and defecation bucket at the guards. To her, this appeared to be a normal update on Rahman. interpreted

CIA Staff Officer

CIA Staff
Officer

tone as indicative that the throwing of the items was "not a big deal," but rather an indication of Rahman's stature of being hard core. stated that did not mention that Rahman had threatened the guards. She did not remember being present during this discussion.

CIA Staff Officer

CIA Staff Officer

CIA Staff
Officer

131. (S//NF) stated he did not know what might have prompted Rahman to act in this manner. He was the only detainee who had ever threatened the guards or thrown food at them. As a result of this conduct, ordered the guards to shackle Rahman's hands. was not certain who proposed the idea to short chain Rahman. suspected the guard(s) recommended it and he approved. Regardless of the origin, acknowledged that he would have authorized Rahman's short chaining on November 2002.

CIA Staff Officer

CIA Staff Officer

CIA Staff Officer

CIA Staff Officer

CIA Staff Officer

CIA Staff
Officer

132. (S//NF) explained that the short chain was necessary to prevent Rahman from throwing things.⁷⁷ reasoned if only Rahman's hands had been shackled together, he still would have been able to throw objects. That is, manacling one hand to the other still permitted the limited range of movement that would

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CIA Staff Officer

allow Rahman the ability to throw something.⁷⁸ In [redacted] view, trying to harm others when they entered the cell crossed the line; a detainee who acted in this manner needed to be restrained.

CIA Staff Officer

did not want Rahman throwing things even though the tray was constructed of cardboard and the bucket and water bottle were made of plastic. [redacted] did not know if the defecation bucket was empty at the time it was thrown.⁷⁹

CIA Staff Officer

CIA Staff Officer

133. (S//NF) According to [redacted] the short chaining was not the result of the verbal threat to the guards. [redacted] did not have any firsthand knowledge of the threat; the guards told him about it. They did not appear very worried or frightened by the threat. [redacted] found this surprising because [redacted]

CIA Staff Officer

CIA Staff Officer

[redacted] Rahman had reportedly threatened the guards previously. [redacted] did not recall Rahman being punished for the previous threats; [redacted] thought he would recall if Rahman had been punished.

CIA Staff Officer

CIA Staff Officer

134. (S//NF) [redacted] stated it never occurred to him that short chaining Rahman while wearing no pants would have consequences. In retrospect, [redacted] said he can see there were problems caused by that action. At the time, he viewed short chaining as just a mechanism to safely secure Rahman. [redacted] did not think he had crossed the line in ordering the short chaining. It was not done to induce pain or suffering. His only thought at the time was to make Rahman immobile. [redacted] stated they are not in the punishment game at [redacted] they are in the business of getting information.

CIA Staff Officer

CIA Staff Officer

CIA Staff Officer

COBALT

CIA Staff Officer

135. (S//NF) According to [redacted] it was evident to him during his investigation that [redacted] directed how Rahman was to be treated and interrogated. The guards would not have chained

⁷⁸ (S//NF) Despite this view, there was no need for the guards to enter the cell to deliver food. The doors for each cell were constructed with a small slot near the bottom of the doors. The purpose of the slot was for the safe delivery of food to the detainee without opening the doors. The same slot was used by the guards to inspect the cell and monitor detainees during security checks.

⁷⁹ (S//NF) Four of the officers who responded to Rahman's cell on [redacted] November 2002 said they did not see or smell urine or excrement in or around the cell.

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Rahman without being instructed to do so.

Anything that happened to Rahman would have come through

CIA Staff
Officer

136. (S//NF) [] the BOP officers explained that [] taught the use of a short chain to the guards and mentioned it as an alternative method of securing a prisoner.⁸⁰ [] BOP officer said "short chaining" is used by BOP officers in cases where the inmate has been violent or kicks at the guards and would never be used for an inmate who threw food at a guard. The guards practiced the technique for approximately an hour and were told to practice all the techniques in the evening on each other. According to the BOP officers, they did not offer any scenarios for the use of the short chain, that is, under what circumstances it should be used; they simply taught the technique.

CIA Staff Officer

COBALT

137. (S//NF) [] who assisted [] at [] from late September to early December 2002, and had considerable contact with the guards, stated that the [] guards used a form of short shackling prior to the arrival of the BOP officers. The original technique involved chaining both the hands and the feet to the wall. The wall hook was less than two feet from the floor. The detainee would have to sit on the floor of the cell with his arm elevated and bent.⁸¹ [] stated that he saw Rahman short chained in his cell. He never saw any other detainee placed in that position.

COBALT

138. (S/ []) [] November 2002. The [] November 2002 chronology cable reported:

Interviewed separately on [] November 2002, each of the two guards reported that during normal cell checks at 2200, 2300, 0400, and 0800 on [] November, they saw Rahman was alive in his

⁸¹ (S//NF) The difference between the two techniques is that, with the original technique, the detainee is chained to the wall, and there is no third chain connecting the hands to the feet.

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cell. Rahman was visually inspected through the door cell slot but no guard entered his cell. Both of the two guards on the 0900 cell check said independently that Rahman was definitely alive, with his eyes open, seated in his cell at 0800 hours on November 2002. . . . Shortly after 1000 hours on November 2002, Station personnel then present at the facility to conduct an interrogation of another individual were notified by guards that Gul-Rahman was sleeping in his cell but there was some problem. These officers were escorted to the cell by the guards. These officers realized Rahman was deceased and they subsequently requested via secure radio that Station medic visit the facility. Officers reported that a small amount (palm-sized pool) of dried blood was present in and around the mouth and nose of subject. Rahman was observed still shackled, and slumped over in the seated position

At approximately 1030 hours, Station medic arrived at the location. The Station medic inspected the body and noticed no obvious contusions, abrasions, marks, swelling, or other indications of specific cause of death. He noted that the blood in evidence was dark, not in keeping with a wound to the nose or mouth area. The medic's notes on Rahman's condition are filed at Station. His estimation was that Rahman had been dead less than a few hours.

COBALT

139. (S//NF) According to the two TDY officers who were present at _____ when Rahman was reported dead, he was lying on his side; his hands were shackled together as were his feet. His hands were then secured to his feet and his feet were chained to a _____ grate on the wall with a six- to 12-inch chain.
CIA Staff Officer

CIA Staff
OfficerCIA Staff
Officer

140. (S//NF) _____ stated he was unaware that Station officers tried to contact him on the morning of November 2002 when Rahman's death was discovered. He indicated the radio was not always on. _____ said he was not certain where he was at the time Rahman's body was found. _____ thought perhaps he was at the Station _____, but he acknowledged that had he been at the Station and the trio called, someone would have located him.⁸²

CIA Staff Officer

⁸² (S//NF) None of the personnel, including _____ who were present in _____ and became aware of Rahman's death that date could account for _____ whereabouts _____ CIA Staff Officer throughout the morning when Rahman's death was reported to the Station.

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COBALT

When the officers subsequently returned to the Station from [] they informed selected Station personnel of Rahman's death. One of them, identity unrecalled, informed [] they had found Rahman dead in his cell.⁸³ When [] went to see [] he was already aware of Rahman's death.⁸⁴ CIA Staff Officer [] CIA Staff Officer

141. (S/ []) [] acknowledged that the account of the guards checking on Rahman at 2200 and 2300 and 0400 hours, as reported in the cable, was odd and inconsistent with the policy of the rounds conducted every four hours. He maintained, however, that this was what the guards told him [] said he thought it was unusual that the guard commander was not present at [] when Rahman's death was reported. Other officers also cited that this absence appeared unusual. CIA Staff Officer [] COBALT

CIA Staff Officer

142. (S/ []) [] From what he heard [] said he was confident Rahman died of hypothermia. Being on the bare floor was likely a factor. [] stated he had no more experience than the average person with hypothermia. From life experience [] recognized that if the ground is colder than your body, it is prudent to have something between your body and the ground. CIA Staff Officer []

CIA Staff Officer

[] assumed that other detainees did not die because they were more warmly dressed. Rahman was the only prisoner short chained in his cell at the time; he was different from the other prisoners. When asked if he thought Rahman would have been alive on [] November 2002 if he had cooperated, [] responded that if Rahman had been cooperative, he would probably still be alive.

CIA Staff Officer

⁸³ (S//NF) When interviewed by the DO Investigative Team three days after Rahman's death, [] stated he learned of the death from [] confirmed this during his OIG interview.

⁸⁴ (S//NF) No photographs were taken of Rahman or the condition of his cell. The only photographs of Rahman were the photographs taken in conjunction with the autopsy on November 2002.

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143. (S//NF) [redacted] stated that he is hesitant to conclude that hypothermia was the cause of Rahman's death. He is not convinced that there were not other unspecified medical conditions that existed with Rahman that contributed to his death. [redacted] stated that it is hard for him to square with hypothermia as the cause of death since Rahman was alive through the night.

(U//FOUO) THE INVESTIGATION BY THE DO INVESTIGATIVE TEAM

144. (S//NF) [redacted] Station reported Rahman's death in an cable to the DDO on [redacted] November 2002, the day of Rahman's death. Shortly thereafter the DDO dispatched three Agency officers (the "DO Investigative Team") to [redacted] on a [redacted] to investigate the circumstances of the death.⁸⁵ The DO Investigative Team, consisting of [redacted] who was the senior security officer assigned to [redacted]

[redacted] conducted interviews, and the pathologist performed an autopsy of Rahman.⁸⁶

[redacted]
CIA Staff Officer

145. (S//NF) [redacted] advised the DO Investigative Team that detainees were examined and photographed upon their arrival to protect the Agency in the event they were beaten or otherwise mistreated [redacted] prior to rendition. However, when [redacted] on [redacted] January 2003, two months after Rahman's arrival in [redacted] requested the identity of the medical officer, the results of Rahman's medical examination, and copies of the rendition photographs, [redacted] did not produce them. [redacted] reported that no medical documents were retained from the renditions, and the Station did not retain medical documentation of detainees. [redacted] said he could not [redacted]

[redacted]
CIA Staff Officer

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Officer

CIA Staff
Officer

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identify the medic who reportedly examined Rahman and also said the digital photographs of Rahman had been overwritten.

146. (S//NF) The DO Investigative Team interviewed [redacted] CIA employees and contractors and the [redacted] inside guards. [redacted] was interviewed a second time when he returned to Headquarters while on leave from [redacted] and by an e-mail message that was sent to [redacted] later attempting to locate additional information. On January 2003, [redacted] completed a 33-page report with 50 attachments, including the post-mortem photographs.

CIA Staff Officer

CIA Staff Officer

147. (S//NF) [redacted] stated he delivered tissue samples and histologies (microscopic examination of structure of the tissues) to government laboratories. From the toxicology and laboratory studies, he learned there were no traces of cyanide, opiates, truth serums, or poisons. He said he was "99.9 percent" certain that the cause of death was hypothermia and asserted that, if Rahman's death had occurred in the United States, it would have been listed as death by hypothermia. [redacted] stated that, from a clinical perspective, he is skeptical of the accuracy of the reporting of the time of death. He believes the account of the guards that Rahman was shivering at 0800 and dead at 1000 hours "does not fit."

148. (S//NF) On November 2002, [redacted] sent an e-mail message to several OGC attorneys assigned to the DO that was intended to be a preliminary report of his findings.⁸⁷ Included in the e-mail message was the following:

⁸⁷ (U//FOUO) [redacted] said he did not prepare any other report on this matter.

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149. (S/ [redacted] On November 2002, prior to departing [redacted] sent an e-mail message to his supervisors [redacted] which was forwarded to the DDO and Associate DDO. The e-mail reported in part:

COBALT

[redacted] which is where our Subject was housed, is a newly constructed concrete facility that has no heating or cooling. Temperatures have recently dropped into the thirties at night. Having walked through the facility in the afternoon, it was still very cold. Most prisoners are fully clothed, however this prisoner was somewhat difficult to handle and uncooperative. He had thrown food and threatened to kill the guards. As punishment his pants were taken from him. He had not worn pants (meaning he was naked from the waste [sic] down) for several days. There was no carpeting or matting on the floor, which means that when he was shackled, his naked body sat against the bare concrete.

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151. (~~S//NF~~) The autopsy indicated, by a diagnosis of exclusion, that Rahman's death was caused by hypothermia.⁸⁸ The Final Autopsy Findings reported the cause of death as "undetermined," the manner of death as "undetermined," and the clinical impression as hypothermia.

152. (~~S//NF~~) The DO Investigative Team concluded:

- ◆ There is no evidence to suggest that Rahman's death was deliberate.
- ◆ There is no evidence to suggest that Rahman was beaten, tortured, poisoned, strangled, or smothered.
- ◆ Hypothermia was the most likely cause of death of Rahman.
- ◆ Rahman's death was not deliberate but resulted from incarceration in a cold environment while nude from the waist down and being shackled in a position that prevented him from moving around to keep warm. Additionally, this kept him in direct contact with the cold concrete floor leading to a loss of body heat through conduction.

Rahman's actions contributed to his own death. By throwing his last meal, he was unable to provide his body with a source of fuel to keep him warm. Additionally, his violent behavior resulted in his restraint, which prevented him from generating body heat by moving around and brought him in direct contact with the concrete floor leading to a loss of body heat through conduction.

⁸⁸ (U) A diagnosis of exclusion in a death case is one where all other causes of death are excluded and the clinical environment in which the victim was found is examined along with the immediate history developed during the investigation. However, no definitive tests or findings establish that diagnosis.

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(C) OTHER TECHNIQUES EMPLOYED OR APPROVED BY

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153. (S//NF) A senior CTC operations officer stated that when he was at [redacted] between 13 September and 3 October 2002, [redacted] offered to fire a handgun outside the interrogation room while the operations officer was interviewing a detainee who was thought to be withholding information. Reportedly, [redacted] staged the incident, which included screaming and yelling outside the cell by other CIA officers and [redacted] guards. When the guards moved the detainee from the interrogation room, they passed a guard who was dressed as a hooded detainee, lying motionless on the ground and made to appear as if he had been shot to death. The operations officer added that [redacted] openly discussed his plan for the mock execution for several days prior to and after the event with [redacted] Station officers.

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154. (S//NF) Station officer [redacted] recounted that around [redacted] 2002, she heard that this same senior CTC operations officer staged a mock execution. She was not present but understood it went badly; she was told that it was transparently a ruse and no benefit was derived from it.

155. (S//NF) Four other officers and ICs who were interviewed admitted to either participating in such an incident or hearing about one of them.⁸⁹ An IC who led a CTC review of procedures at [redacted] after Rahman's death stated that [redacted] described staging a mock execution of a detainee. Reportedly, a detainee who witnessed the "body" in the aftermath of the ruse "sang like a bird."

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156. (S//NF) [redacted] admitted that he participated in a "mock execution" at [redacted] when the first detainees arrived. He contended the detainees were there only one day, and he hoped to shake them up quickly. [redacted] explained he discharged a firearm in a safe manner while an [redacted] officer lay on the floor and

⁸⁹ (S//NF) It is difficult to determine how many mock executions were staged during this period. There appear to be at least two. [redacted] admits to participating in only one.

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chicken blood was splattered on the wall. The technique was [redacted] idea and was based on the [redacted] concept of showing something that looks real, but is not. According to [redacted] in that case it was not effective because it appeared to be staged. CIA Staff Officer

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157. (S//NF) [redacted] stated that [redacted]

CIA Staff Officer

[redacted] also employed the mock execution technique once; the officer informed [redacted] about it afterwards. The [redacted] reportedly tried the technique because the detainee knew it was [redacted] facility and the officer wanted to induce the belief that [redacted] would do anything. [redacted] contended that he did not know when this incident occurred or if it was successful.

CIA Staff Officer

158. (S//NF) When asked about the possibility that handguns had been used as props or mock executions had been staged at [redacted] responded, "We don't do that . . . there's none of that." [redacted] said he would be surprised if someone said that a gun was used; it was not part of an interrogation technique. He explained that handguns were not allowed in the vicinity of detainees, for fear that the weapons could be taken away or turned on the interrogators.

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159. (S//NF) Upon further discussion, [redacted] revealed that approximately four days before his interview with OIG, [redacted] told [redacted] of an instance when [redacted] conducted a mock execution at [redacted] in approximately [redacted] 2002.⁹⁰ Reportedly, [redacted] late the firearm was discharged outside of the building, and it was done because the detainee reportedly possessed critical threat information. [redacted] stated that he did not hear of a similar act occurring at [redacted] subsequently.

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(S//NF) NOTIFICATIONS OF RAHMAN'S DEATH TO CONGRESS

160. (S//NF) As discussed previously, [redacted] reported Rahman's death to Headquarters in a [redacted] November 2002 [redacted]

⁹⁰ (e) [redacted] was interviewed on [redacted] February 2003.

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cable to the DDO. (See Exhibit.) On November 2002, reported Station Medical Support to Detainees in to the DDO. This addressed the medical care provided to detainees in general along with a comment about the medical treatment provided to Rahman.

161. (S/ On 29 November 2002, the Director of Congressional Affairs (D/OCA) provided the Chairman and ranking member of each Intelligence Committee and the Chairman and Ranking Member of the House and Senate Appropriations Subcommittees on Defense a background paper entitled "Death of Detainee Gul Rahman." The paper identified Rahman as "an Al-Qa'ida operative and Hezbi-Islami Gulbuddin/Hekmatyar associate who was also a close contact of senior Al-Qa'ida facilitator Abu Abdul Rahman Al-Najdi." It reported CIA was sending a team of officers to to conduct an inquiry into Rahman's death, including an autopsy to determine the cause of death. The background paper reported, "Rahman arrived at the detention facility on November [2002] and was given a physical examination which indicated no medical issues or preexisting medical conditions."⁹¹

162. (S/ On 23 January 2003, the IG reported to the DCI by memorandum that the General Counsel had informed the IG on 22 January 2003 of the death of Gul Rahman. Further, the IG stated that the OIG was investigating the issue. On 30 January 2003, the DCI forwarded the IG's memorandum to the Congressional oversight committees and reiterated the DCI had notified the committees of this matter by formal notification on 29 November 2002. The DCI's letter added that the DO Investigative Team's report was nearing

⁹¹ (S/ The first portion of this statement appears to be drawn from the November 2002 cable reporting the death of Rahman. As explained earlier, this information is inaccurate. There is no evidence that Rahman received a physical examination upon his arrival at COBALT or at any time following his arrival in It cannot be determined where the Office of Congressional Affairs obtained the information that Rahman did not have any medical issues or a preexisting medical condition because that conclusion was not reported in either the or November 2002 cables.

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completion and CIA would be sending the committees a follow-up notification in the near future.

163. (S/) On 2 May 2003, the D/OCA provided an update to the Intelligence Committees of Congress and Chairman and Ranking Member of the House and Senate Appropriations Subcommittee on Defense in the form of a background paper entitled "Death of Detainee Gul Rahman." The background paper, "Investigation by the Directorate of Operations," which included an autopsy and toxicology, disclosed that Rahman's death was accidental and most likely resulted from hypothermia.⁹² The background paper reported that Rahman was nude from the waist down and that "an autopsy disclosed several surface abrasions which he obtained within the first few days of his incarceration."⁹³ The background paper reported, "During his incarceration, Rahman threatened several times to kill [redacted] guards.⁹⁴ . . . At 1500 [hours] on [redacted] November 2002 . . . Rahman again threatened to kill the guards and threw his food, water bottle, and waste bucket at the guards." Finally, the background paper reported, "As a result of his violent behavior, and following procedures recommended by the U.S. BOP, Rahman was shackled to the wall in a short chain position which prevents prisoners from standing upright."⁹⁵

⁹² (S/) As reported above, in actuality, the autopsy reported the cause of death as "undetermined," the manner of death as "undetermined," and the clinical impression as hypothermia. The investigative report concluded, "There is no evidence to suggest that Rahman's death was deliberate."

⁹³ (S/) The initial report to Congress on 29 November 2002 did not report that Rahman was naked below the waist and chained in a position that forced him to sit on the concrete floor. The autopsy did not address the age of the abrasions. As explained earlier, the pathologist opined to OIG that the abrasions to the shoulders and hips occurred from one to three days, at most, before Rahman's death.

⁹⁴ (S/) According to [redacted] Rahman reportedly threatened the guards two times only, during the week of [redacted] November and on [redacted] November.

⁹⁵ (S/) As reported previously [redacted] advised OIG that he did not recall punishing Rahman for the first alleged verbal threat. [redacted] BOP officers] who taught the short chain position, indicated that they had never seen the short chain position used in a cell situation. Additionally, they did not offer scenarios for use of the short chain position and would not employ the technique on a detainee for throwing food. They simply taught the technique.

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(U) APPLICABLE LAWS, REGULATIONS AND POLICIES

164. (U) Title 18 U.S.C. §112, *Manslaughter*, provides in pertinent part:

Manslaughter is the unlawful killing of a human being without malice. It is of two kinds:

Voluntary – Upon a sudden quarrel or heat of passion.

Involuntary – In the commission of an unlawful act, not amounting to a felony, or in the commission in an unlawful manner, or without due caution and circumspection, of a lawful act which might produce death.

165. (U) Title 18 U.S.C. §2441, *Torture*, provides penalties for "who[m]ever outside the United States commits or attempts to commit torture." The statute defines the crime of torture, in pertinent part, as:

an act committed by a person acting under the color of law specifically intended to inflict severe physical or mental pain or suffering (other than pain or suffering incidental to lawful sanctions) upon another person within his custody or physical control.

166. (U) Title 18 U.S.C. §2441, *War Crimes*, provides penalties for "whomever, whether inside or outside the United States, commits a war crime" wherein "the person committing such war crime or the victim of such war crime is a member of the Armed Forces of the United States or a national of the United States." The statute defines a war crime as any conduct defined as a grave breach of the Geneva Conventions [or any protocol to such convention to which the United States is a party].⁹⁶ The proscribed conduct includes the following

⁹⁶ (U) The United States is not yet a party to either of the two "Protocols Additional to the Geneva Conventions."

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relevant offenses: willful killing, torture or inhuman treatment, including biological experiments, willfully causing great suffering to body or health.⁹⁷

167. (U) On 7 February 2002, President Bush issued a memorandum noting that the "provisions of Geneva will apply to our present conflict with the Taliban" [in Afghanistan] but would not apply to Al-Qa'ida.⁹⁸ Neither the Taliban nor Al-Qa'ida would be entitled to enemy Prisoners of War status, however. Nonetheless, the President ordered, "As a matter of policy, the United States Armed Forces shall continue to treat detainees humanely and, to the extent appropriate and consistent with military necessity, in a manner consistent with the principles of Geneva."

168. (S//NF) On 24 January 2003, the General Counsel orally informed the Chief of the Criminal Division, DoJ of Rahman's death. On 13 February 2003, OIG reported Rahman's death in detention to the U.S. DoJ by memorandum.

169. (S//NF) On 29 December 2003, the Chief, Counterterrorism Section, Criminal Division, DoJ, reported by letter that it declined to pursue a federal prosecution of criminal charges in this matter. As of April 2005, the matter is under review by the U.S. Attorney's Office for the Eastern District of Virginia pursuant to the direction of the Attorney General.

⁹⁷ (U) Grave breaches are defined in the Fourth Geneva Convention Relative to the Protection of Persons in Time of War are listed in Article 147. (Article 130 of the Third Geneva Convention Relative to the Treatment of Prisoners of War lists these same offenses as "grave breaches.")

⁹⁸ (U) Memorandum from the President to the Vice President, Secretary of State, Secretary of Defense, Attorney General, Chief of Staff to the President, Director of Central Intelligence, Assistant to the President for National Security Affairs, and the Chairman of the Joint Chiefs of Staff, "Humane Treatment of al Qaeda and Taliban Detainees," dated and signed 7 February 2002.

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170. (U//FOUO) Agency Regulation 13-6, Appendix I, *Standards for Employee Accountability* provides:

- a. Consequences will follow an employee's failure to comply with a statute, regulation, policy or other guidance that is applicable to the employee's professional conduct or performance.
- b. The lack of knowledge of a statute, regulation, policy or guidance does not necessarily excuse the employee. However, lack of knowledge may affect the level of employee responsibility and the extent to which disciplinary action is warranted. Therefore the following factors will be considered prior to holding an employee accountable for a particular act or omission:
 - (1) Agency efforts to make employees aware of the statute, regulation, policy or guidance;
 - (2) The extent of employee awareness of the statute, regulation, policy or guidance;
 - (3) The importance of the conduct or performance at issue;
 - (4) The position or grade of the employee.
- c. Any finding of deficient performance must be specific and may include omissions and failure to act in accordance with a reasonable level of professionalism, skill, and diligence.
- d. Determinations under the above standard will be based in part on whether the facts objectively indicate a certain action should have been taken or not taken and whether the employee had an opportunity and the responsibility to act or not act.
- e. Managers may be held accountable in addition for the action(s) or inaction of subordinates even if the manager lacks knowledge of the subordinate's conduct. Such accountability depends on:
 - (1) Whether the manager reasonably should have been aware of the matter and has taken reasonable measures to ensure such awareness.

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- (2) Whether the manager has taken reasonable measures to ensure compliance with the law and Agency policies and regulations.

CONCLUSIONS

171. (S//NF) CIA had not issued any applicable custodial interrogation guidelines by the time of Rahman's detention. The practice at that time was for interrogators to propose interrogation techniques to CTC for pre-approval. [redacted] did not take this step prior to the interrogation of Rahman. Further, a CTC legal advisor said Headquarters would not have knowingly approved several of the techniques that [redacted] employed, including cold showers, cold conditions, hard takedowns, and the short chain restraint.

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172. (S//NF) [redacted] treated Rahman harshly because of Rahman's alleged stature, his uncompromising reaction to the interrogation and lack of cooperation, the pressure on [redacted] to "break him," and [redacted] lack of experience with a committed interrogation resister.

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173. (S//NF) On November 2002, [redacted] ordered or approved the guards placing Rahman in the short chain position whereby he was compelled to sit on the concrete floor of his cell. Rahman was only clothed in a sweatshirt. This act directly led to Rahman's death by hypothermia. [redacted] was fully cognizant that the temperature in [redacted] had fallen sharply in November. Two individuals said that they raised the subject of the cold temperatures with [redacted]. On November, [redacted] directed that actions be taken to help other detainees ward off the cold. Other officers and contractors present at [redacted] in November 2002 stated they recognized it was very cold and some detainees were inadequately protected against the cold. They stated they were personally aware of the possibility of hypothermia, but some said they assumed it was the responsibility of someone else to address.

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174. (S//NF) [redacted] exhibited reckless indifference to the possibility that his actions might cause injuries or result in Rahman's death. There is no indication that [redacted] intended that Rahman should be severely harmed or killed. CIA Staff Officer

175. (S//NF) The initial account of [redacted] guards that Rahman died in the mid-morning of [redacted] November 2002 is unreliable and self-serving. It is likely that Rahman died during the night and the guards waited until Station officers were present at [redacted] to report his death. Nonetheless, there is no evidence that the guards assaulted or independently mistreated Rahman. COBALT

176. (S//NF) Rahman did not receive a physical examination following his rendition from [redacted] or at any time while detained at [redacted] despite [redacted] report to the contrary. Although [redacted] the physician's assistant at that time, reported that he examined all the other detainees held at [redacted] he did not examine Rahman. [redacted] allowed Rahman's statement that all was well to supplant a physical examination. COBALT

177. (S//NF) [redacted] who was in [redacted] during the first days of Rahman's detention, did not attend to Rahman in the same manner and with the same standard of care as the other detainees. [redacted] was aware of the cold conditions; indeed the temperature in [redacted] had reached a low of 31 degrees the day before he departed on [redacted] November. As a medical care provider, he should have advocated more humane treatment for Rahman that would ensure his health and safety.

178. (S//NF) [redacted] Station's reporting of the details of Rahman's detention and death in Station cables contained false statements and material omissions. Consequently, the Congressional notification drawn from the cable information bore inaccuracies and material omissions. The inaccurate reporting obscured or minimized the circumstances of the death, the involvement of [redacted] in the mistreatment of Rahman, and the absence of adequate supervision by [redacted] in the [redacted] CIA Staff Officer
A follow-up report to the Congressional oversight

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committees was prepared on 2 May 2003. That report, drawn from the DO Investigative Report, accurately reported salient circumstances that contributed to Rahman's death that were initially omitted.

179. (S//NF) [redacted] bears direct responsibility for failing to include pertinent facts in his [redacted] November 2002 official written account of Rahman's death. The cable specifically withheld information known to [redacted] and [redacted] that [redacted] directed the guards to place Rahman in the short chain position while he was naked below the waist, thereby forcing him to sit bare bottomed on the bare concrete floor of his cell in what were known to be very cold temperatures.

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180. (S//NF) [redacted] bears responsibility for not providing adequate supervision of [redacted] activities at [redacted]

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RECOMMENDATIONS

1. (S//NF) The Director of the Central Intelligence Agency should convene an Accountability Board to review the performance of [redacted] in regard to the events that contributed to the death of Gul Rahman.

CONCUR:

[redacted]
John L. Helgeson
Inspector General

4/27/05
Date

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*Central Intelligence Agency
Inspector General*

SPECIAL REVIEW



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COUNTERTERRORISM DETENTION AND
INTERROGATION ACTIVITIES
(SEPTEMBER 2001 – OCTOBER 2003)
(2003-7123-IG)

7 May 2004

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OFFICE OF INSPECTOR GENERAL

SPECIAL REVIEW

(TS/) **COUNTERTERRORISM DETENTION AND
INTERROGATION ACTIVITIES
(SEPTEMBER 2001 - OCTOBER 2003)
(2003-7123-IG)**

7 May 2004

INTRODUCTION

1. On 17 September 2001, the President signed a Memorandum of Notification (MON)

One of the key weapons in the war on terror was the MON authorization for CIA to "undertake operations designed to capture and detain persons who pose a continuing, serious threat of violence or death to U.S. persons and interests or who are planning terrorist activities."

2. (TS/) In November 2002, the Deputy Director for Operations (DDO) informed the Office of Inspector General (OIG) that the Agency had established a program in the Counterterrorist Center to detain and interrogate terrorists at sites abroad ("the CTC Program"). He also informed OIG that he had just learned of and had dispatched a team to investigate the death of a detainee, Gul Rahman. In January 2003, the DDO informed OIG that he had received allegations that Agency personnel had used unauthorized interrogation techniques with a detainee, 'Abd Al-Rahim Al-Nashiri, at another foreign site, and requested that

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OIG investigate. Separately, OIG received information that some employees were concerned that certain covert Agency activities at an overseas detention and interrogation site might involve violations of human rights. In January 2003, OIG initiated a review of Agency counterterrorism detention and interrogation activities and investigations into the death of Gul Rahman and the incident with Al-Nashiri.¹ This Review covers the period September 2001 to mid-October 2003.² Results of the Gul Rahman and Al-Nashiri-related investigations are the subject of separate reports.

SUMMARY

3. (TS//) After the President signed the 17 September 2001 MON, the DCI assigned responsibility for implementing capture and detention authority to the DDO and to the Director of the DCI Counterterrorist Center (D/CTC). When U.S. military forces began detaining individuals in Afghanistan and at Guantanamo Bay, Cuba,

4. (TS//) Following the approval of the MON on 17 September 2001, the Agency began to detain and interrogate directly a number of suspected terrorists. The capture and initial Agency interrogation of the first high value detainee, Abu Zubaydah,

¹ (S//)/(NF) Appendix A addresses the Procedures and Resources that OIG employed in conducting this Review. The Review does not address renditions conducted by the Agency or interrogations conducted jointly with the U.S. military.

² (U) Appendix B is a chronology of significant events that occurred during the period of this Review.

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in March 2002, presented the Agency with a significant dilemma.⁴ The Agency was under pressure to do everything possible to prevent additional terrorist attacks. Senior Agency officials believed Abu Zubaydah was withholding information that could not be obtained through then-authorized interrogation techniques. Agency officials believed that a more robust approach was necessary to elicit threat information from Abu Zubaydah and possibly from other senior Al-Qa'ida high value detainees.

5. (TS/) The conduct of detention and interrogation activities presented new challenges for CIA. These included determining where detention and interrogation facilities could be securely located and operated, and identifying and preparing qualified personnel to manage and carry out detention and interrogation activities. With the knowledge that Al-Qa'ida personnel had been trained in the use of resistance techniques, another challenge was to identify interrogation techniques that Agency personnel could lawfully use to overcome the resistance. In this context, CTC, with the assistance of the Office of Technical Service (OTS), proposed certain more coercive physical techniques to use on Abu Zubaydah. All of these considerations took place against the backdrop of pre-September 11, 2001 CIA avoidance of interrogations and repeated U.S. policy statements condemning torture and advocating the humane treatment of political prisoners and detainees in the international community.

6. (TS/) The Office of General Counsel (OGC) took the lead in determining and documenting the legal parameters and constraints for interrogations. OGC conducted independent research

⁴ (TS/) The use of "high value" or "medium value" to describe terrorist targets and detainees in this Review is based on how they have been generally categorized by CTC. CTC distinguishes targets according to the quality of the intelligence that they are believed likely to be able to provide about current terrorist threats against the United States. Senior Al-Qa'ida planners and operators, such as Abu Zubaydah and Khalid Shaykh Muhammad, fall into the category of "high value" and are given the highest priority for capture, detention, and interrogation. CTC categorizes those individuals who are believed to have lesser direct knowledge of such threats, but to have information of intelligence value, as "medium value" targets/detainees.

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and consulted extensively with Department of Justice (DoJ) and National Security Council (NSC) legal and policy staff. Working with DoJ's Office of Legal Counsel (OLC), OGC determined that in most instances relevant to the counterterrorism detention and interrogation activities under the MON, the criminal prohibition against torture, 18 U.S.C. 2340-2340B, is the controlling legal constraint on interrogations of detainees outside the United States. In August 2002, DoJ provided to the Agency a legal opinion in which it determined that 10 specific "Enhanced Interrogation Techniques" (EITs) would not violate the torture prohibition. This work provided the foundation for the policy and administrative decisions that guide the CTC Program.

7. (TS//) By November 2002, the Agency had Abu Zubaydah and another high value detainee, 'Abd Al-Rahim Al-Nashiri, in custody at an overseas facility. In December 2002, the Agency rendered these two detainees to another country to a facility. Until 2003 when it was closed, was the location for the detention and interrogation of eight high value detainees.⁵ Agency employees and contractors staffed. The Directorate of Operations (DO) provided a Chief of Base (COB) and interrogation personnel, the Office of Security (OS) provided security personnel, and the Office of Medical Services (OMS) provided medical care to the detainees.

8. (TS//) In addition to since September 2002, the Agency has operated a detention facility in known as has 20 cells and is guarded by has served a number of purposes. functions as a detention, debriefing, and interrogation facility for high and medium value targets. serves as a holding facility at which the Agency assesses the potential

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value of detainees before making a decision on their disposition. It served as a transit point for detainees going to

9. (TS/) With respect to site management and Headquarters oversight of the Program, the distinctions between the detention and interrogation activities at on the one hand, and detention and interrogation activities on the other, are significant. The Agency devoted far greater human resources and management attention to From the beginning, OGC briefed DO officers assigned to these two facilities on their legal authorities, and Agency personnel staffing these facilities documented interrogations and the condition of detainees in cables.

10. (TS/) There were few instances of deviations from approved procedures with one notable exception described in this Review. With respect to two detainees at those sites, the use and frequency of one EIT, the waterboard, went beyond the projected use of the technique as originally described to DoJ. The Agency, on 29 July 2003, secured oral DoJ concurrence that certain deviations are not significant for purposes of DoJ's legal opinions.

11. (TS/) By contrast, the Agency's conduct of detention and interrogation activities in in particular, raises a host of issues. The first Site Manager at was a first-tour officer who had no experience or training to run a detention facility. He had not received interrogations training and ran the facility with scant guidance from Headquarters Station

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12. (TS/) presents a number of specific concerns.

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Agency staff and independent contractors then go to the facility to

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conduct interrogations, but there is little continuity except for the Site Manager. [redacted] has responsibility for the facility.

13. (TS/ [redacted] During the period covered by this Review, [redacted] did not uniformly document or report the treatment of detainees, their conditions, or medical care provided. Because of the lack of guidance, limited personnel resources, and limited oversight, there were instances of improvisation and other undocumented interrogation techniques [redacted] In November ^{COBALT} 2002, one individual—Gul Rahman—died as a result of the way he was detained there.

14. (TS/ [redacted] There is no indication that the CTC Program has been inadequately funded. Across the board, however, staffing has been and continues to be the most difficult resource challenge for the Agency. This is largely attributable to the lack of personnel with interrogations experience or requisite language skills and the heavy personnel demands for other counterterrorism assignments.

15. (TS/ [redacted] Agency efforts to provide systematic, clear and timely guidance to those involved in the CTC Detention and Interrogation Program was inadequate at first but have improved considerably during the life of the Program as problems have been identified and addressed. CTC implemented training programs for interrogators and debriefers.⁶ Moreover, building upon operational and legal guidance previously sent to the field, the DCI

⁶ (TS/ [redacted] Before 11 September (9/11) 2001, Agency personnel sometimes used the terms *interrogation/interrogator* and *debriefing/debriefer* interchangeably. The use of these terms has since evolved and, today, CTC more clearly distinguishes their meanings. A debriefer engages a detainee solely through question and answer. An interrogator is a person who completes a two-week interrogations training program, which is designed to train, qualify, and certify a person to administer EITs. An interrogator can administer EITs during an interrogation of a detainee only after the field, in coordination with Headquarters, assesses the detainee as withholding information. An interrogator transitions the detainee from a non-cooperative to a cooperative phase in order that a debriefer can elicit actionable intelligence through non-aggressive techniques during debriefing sessions. An interrogator may debrief a detainee during an interrogation; however, a debriefer may not interrogate a detainee.

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on 28 January 2003 signed "Guidelines on Confinement Conditions for CIA Detainees" and "Guidelines on Interrogations Conducted Pursuant to the Presidential Memorandum of Notification of 17 September 2001." The DCI Guidelines require individuals engaged in or supporting interrogations pursuant to programs implementing the MON of September 2001 be made aware of the guidelines and sign an acknowledgment that they have read them. The DCI Interrogation Guidelines make formal the existing CTC practice of requiring the field to obtain specific Headquarters approvals prior to the application of all EITs. Although the DCI Guidelines are an improvement over the absence of such DCI Guidelines in the past, they still leave substantial room for misinterpretation and do not cover all Agency detention and interrogation activities.

16. (TS/) The Agency's detention and interrogation of terrorists has provided intelligence that has enabled the identification and apprehension of other terrorists and warned of terrorist plots planned for the United States and around the world. The CTC Program has resulted in the issuance of thousands of individual intelligence reports and analytic products supporting the counterterrorism efforts of U.S. policymakers and military commanders.

17. (TS/) The current CTC Detention and Interrogation Program has been subject to DoJ legal review and Administration approval but diverges sharply from previous Agency policy and rules that govern interrogations by U.S. military and law enforcement officers. Officers are concerned that public revelation of the CTC Program will seriously damage Agency officers' personal reputations, as well as the reputation and effectiveness of the Agency itself.

18. (TS/) recognized that detainees may be held in U.S. Government custody indefinitely if appropriate law enforcement jurisdiction is not asserted. Although there has been ongoing discussion of the issue inside the Agency and among NSC,

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Defense Department, and Justice Department officials, no decisions on any "endgame" for Agency detainees have been made. Senior Agency officials see this as a policy issue for the U.S. Government rather than a CIA issue. Even with Agency initiatives to address the endgame with policymakers, some detainees who cannot be prosecuted will likely remain in CIA custody indefinitely.

19. (TS/) The Agency faces potentially serious long-term political and legal challenges as a result of the CTC Detention and Interrogation Program, particularly its use of EITs and the inability of the U.S. Government to decide what it will ultimately do with terrorists detained by the Agency.

20. (TS/) This Review makes a number of recommendations that are designed to strengthen the management and conduct of Agency detention and interrogation activities. Although the DCI Guidelines were an important step forward, they were only designed to address the CTC Program, rather than all Agency debriefing or interrogation activities.

the Agency should evaluate the effectiveness of the EITs and the necessity for the continued use of each.

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21. (TS/

the General Counsel should seek an updated legal opinion from DOJ revalidating and modifying, consistent with actual practice, the legal authority for the continued application of EITs. If such approval is not forthcoming, the DCI should direct that EITs be implemented only within the parameters of the existing written DoJ authorization. The DCI should brief the President on the use of EITs and the fact that detainees have died.

BACKGROUND

22. (S) The Agency has had intermittent involvement in the interrogation of individuals whose interests are opposed to those of the United States. After the Vietnam War, Agency personnel experienced in the field of interrogations left the Agency or moved to other assignments. In the early 1980s, a resurgence of interest in teaching interrogation techniques developed as one of several methods to foster foreign liaison relationships. Because of political sensitivities the then-Deputy Director of Central Intelligence (DDCI) forbade Agency officers from using the word "interrogation." The Agency then developed the Human Resource Exploitation (HRE) training program designed to train foreign liaison services on interrogation techniques.

23. (S) In 1984, OIG investigated allegations of misconduct on the part of two Agency officers who were involved in interrogations and the death of one individual

Following that investigation, the Agency took steps to ensure Agency personnel understood its policy on

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interrogations, debriefings, and human rights issues. Headquarters sent officers to brief Stations and Bases and provided cable guidance to the field.

24. (S) In 1986, the Agency ended the HRE training program because of allegations of human rights abuses in Latin America.

DO Handbook 50-2

which remains in effect, explains the Agency's general interrogation policy:

It is CIA policy to neither participate directly in nor encourage interrogation that involves the use of force, mental or physical torture, extremely demeaning indignities or exposure to inhumane treatment of any kind as an aid to interrogation.

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DISCUSSION

**GENESIS OF POST 9/11 AGENCY DETENTION AND INTERROGATION
ACTIVITIES**

25. (TS/) The statutory basis for CIA's involvement in detentions and interrogations is the DCI's covert action responsibilities under the National Security Act of 1947, as amended.⁷ Under the Act, a covert action must be based on a Presidential "finding that the action is necessary to support identifiable foreign policy objectives and is important to the national security."⁸ Covert action findings must be in writing and "may not authorize any action that would violate the Constitution or any statute of the United States."⁹ These findings are implemented through Memoranda of Notification.

26. (TS/) The 17 September 2001 MON () authorizes the DCI, acting through CIA, to undertake operations "designed to capture and detain persons who pose a continuing, serious threat of violence or death to U.S. persons and interests or who are planning terrorist activities." Although the MON does not specifically mention interrogations of those detained, this aspect of the CTC Program can be justified as part of CIA's general authority and responsibility to collect intelligence.¹⁰

27. (S//NF) The DCI delegated responsibility for implementation of the MON to the DDO and D/CTC. Over time, CTC also solicited assistance from other Agency components, including OGC, OMS, OS, and OTS.

⁷ (U//FOUO) DoJ takes the position that as Commander-in-Chief, the President independently has the Article II constitutional authority to order the detention and interrogation of enemy combatants to gain intelligence information.

⁸ (U//FOUO) 50 U.S.C. 413b(a).

⁹ (U//FOUO) 50 U.S.C. 413b(a)(1), (5).

¹⁰ (U//FOUO) 50 U.S.C. 403-1, 403-3(d)(1).

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28. (TS/) To assist Agency officials in understanding the scope and implications of the MON, between 17 September and 7 November 2001, OGC researched, analyzed, and wrote "draft" papers on multiple legal issues. These included discussions of the applicability of the U.S. Constitution overseas, applicability of Habeas Corpus overseas, length of detention, potential civil liability under the Federal Tort Claims Act and employee liability actions, liaison with law enforcement, interrogations, Guantanamo Bay detention facility, short-term detention facilities, and disposition of detainees. OGC shared these "draft" papers with Agency officers responsible for implementing the MON.

29. (TS/)

existing Agency policy guidance remained that detainees, whether in U.S. or foreign custody, would be treated humanely and that Agency personnel would not be authorized to participate in extremely demeaning indignities or exposure to inhumane treatment of any kind.¹¹

THE CAPTURE OF ABU ZUBAYDAH AND DEVELOPMENT OF EITs

30. (TS/) The capture of senior Al-Qa'ida operative Abu Zubaydah on 27 March 2002 presented the Agency with the opportunity to obtain actionable intelligence on future threats to the United States from the most senior Al-Qa'ida member in U.S. custody at that time. This accelerated CIA's development of an interrogation program and establishment of an interrogation site.

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31. (TS/) To treat the severe wounds that Abu Zubaydah suffered upon his capture, the Agency provided him intensive medical care from the outset and deferred his questioning for several weeks pending his recovery. The Agency then assembled a team that interrogated Abu Zubaydah using non-aggressive, non-physical elicitation techniques. Between June and July 2002, the team and Abu Zubaydah was placed in isolation. The Agency believed that Abu Zubaydah was withholding imminent threat information.

32. (TS/) Several months earlier, in late 2001, CIA had tasked an independent contractor psychologist, who had 13 years of experience in the U.S. Air Force's Survival, Evasion, Resistance, and Escape (SERE) training program, to research and write a paper on Al-Qa'ida's resistance to interrogation techniques.¹³ This psychologist collaborated with a Department of Defense (DoD) psychologist who had 19 years of SERE experience in the U.S. Air Force and DoD to produce the paper, "Recognizing and Developing Countermeasures to Al-Qa'ida Resistance to Interrogation Techniques: A Resistance Training Perspective." Subsequently, the two psychologists developed a list of new and more aggressive EITs that they recommended for use in interrogations.

¹² (S) CTC had previously identified locations for "covert" sites but had not established facilities.

¹³ (U//FOUO) The SERE training program falls under the DoD Joint Personnel Recovery Agency (JPRA). JPRA is responsible for missions to include the training for SERE and Prisoner of War and Missing In Action operational affairs including repatriation. SERE Training is offered by the U.S. Army, Navy, and Air Force to its personnel, particularly air crews and special operations forces who are of greatest risk of being captured during military operations. SERE students are taught how to survive in various terrain, evade and endure captivity, resist interrogations, and conduct themselves to prevent harm to themselves and fellow prisoners of war.

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33. (TS/) CIA's OTS obtained data on the use of the proposed EITs and their potential long-term psychological effects on detainees. OTS input was based in part on information solicited from a number of psychologists and knowledgeable academics in the area of psychopathology.

34. (TS/) OTS also solicited input from DoD/Joint Personnel Recovery Agency (JPRA) regarding techniques used in its SERE training and any subsequent psychological effects on students. DoD/JPRA concluded no long-term psychological effects resulted from use of the EITs, including the most taxing technique, the waterboard, on SERE students.¹⁴ The OTS analysis was used by OGC in evaluating the legality of techniques.

35. (TS/) Eleven EITs were proposed for adoption in the CTC Interrogation Program. As proposed, use of EITs would be subject to a competent evaluation of the medical and psychological state of the detainee. The Agency eliminated one proposed technique—the mock burial—after learning from DoJ that this could delay the legal review. The following textbox identifies the 10 EITs the Agency described to DoJ.

¹⁴ (S) According to individuals with authoritative knowledge of the SERE program, the waterboard was used for demonstration purposes on a very small number of students in a class. Except for Navy SERE training, use of the waterboard was discontinued because of its dramatic effect on the students who were subjects.

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Enhanced Interrogation Techniques

- ◆ The **attention grasp** consists of grasping the detainee with both hands, with one hand on each side of the collar opening, in a controlled and quick motion. In the same motion as the grasp, the detainee is drawn toward the interrogator.
- ◆ During the **walling technique**, the detainee is pulled forward and then quickly and firmly pushed into a flexible false wall so that his shoulder blades hit the wall. His head and neck are supported with a rolled towel to prevent whiplash.
- ◆ The **facial hold** is used to hold the detainee's head immobile. The interrogator places an open palm on either side of the detainee's face and the interrogator's fingertips are kept well away from the detainee's eyes.
- ◆ With the **facial or insult slap**, the fingers are slightly spread apart. The interrogator's hand makes contact with the area between the tip of the detainee's chin and the bottom of the corresponding earlobe.
- ◆ In **cramped confinement**, the detainee is placed in a confined space, typically a small or large box, which is usually dark. Confinement in the smaller space lasts no more than two hours and in the larger space it can last up to 18 hours.
- ◆ **Insects placed in a confinement box** involve placing a harmless insect in the box with the detainee.
- ◆ During **wall standing**, the detainee may stand about 4 to 5 feet from a wall with his feet spread approximately to his shoulder width. His arms are stretched out in front of him and his fingers rest on the wall to support all of his body weight. The detainee is not allowed to reposition his hands or feet.
- ◆ The application of **stress positions** may include having the detainee sit on the floor with his legs extended straight out in front of him with his arms raised above his head or kneeling on the floor while leaning back at a 45 degree angle.
- ◆ **Sleep deprivation** will not exceed 11 days at a time.
- ◆ The application of the **waterboard technique** involves binding the detainee to a bench with his feet elevated above his head. The detainee's head is immobilized and an interrogator places a cloth over the detainee's mouth and nose while pouring water onto the cloth in a controlled manner. Airflow is restricted for 20 to 40 seconds and the technique produces the sensation of drowning and suffocation.

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DOJ LEGAL ANALYSIS

36. (TS/) CIA's OGC sought guidance from DoJ regarding the legal bounds of EITs vis-à-vis individuals detained under the MON authorization. The ensuing legal opinions focus on the Convention Against Torture and Other Cruel, Inhumane and Degrading Treatment or Punishment (Torture Convention),¹⁵ especially as implemented in the U.S. criminal code, 18 U.S.C. 2340-2340A.

37. (U//FOUO) The Torture Convention specifically prohibits "torture," which it defines in Article 1 as:

any act by which *severe* pain or suffering, whether physical or mental, is *intentionally* inflicted on a person for such purposes as obtaining from him or a third person information or a confession, punishing him for an act he or a third person has committed or is suspected of having committed, or intimidating or coercing him or a third person, or for any reason based on discrimination of any kind, when such pain or suffering is inflicted by or at the instigation of or with the consent or acquiescence of a public official or other person acting in an official capacity. It does not include pain or suffering arising only from, inherent in or incidental to lawful sanction. [Emphasis added.]

Article 4 of the Torture Convention provides that states party to the Convention are to ensure that all acts of "torture" are offenses under their criminal laws. Article 16 additionally provides that each state party "shall undertake to prevent in any territory under its jurisdiction other acts of cruel, inhuman or degrading treatment or punishment which do not amount to acts of torture as defined in Article 1."

¹⁵ (U//FOUO) Adopted 10 December 1984, S. Treaty Doc. No. 100-20 (1988) 1465 U.N.T.S. 85 (entered into force 26 June 1987). The Torture Convention entered into force for the United States on 20 November 1994.

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38. (U//~~FOUO~~) The Torture Convention applies to the United States only in accordance with the reservations and understandings made by the United States at the time of ratification.¹⁶ As explained to the Senate by the Executive Branch prior to ratification:

Article 16 is arguably broader than existing U.S. law. The phrase "cruel, inhuman or degrading treatment or punishment" is a standard formula in international instruments and is found in the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the European Convention on Human Rights. To the extent the phrase has been interpreted in the context of those agreements, "cruel" and "inhuman" treatment or punishment appears to be roughly equivalent to the treatment or punishment barred in the United States by the Fifth, Eighth and Fourteenth Amendments. "Degrading" treatment or punishment, however, has been interpreted as potentially including treatment that would probably not be prohibited by the U.S. Constitution. [Citing a ruling that German refusal to recognize individual's gender change might be considered "degrading" treatment.] To make clear that the United States construes the phrase to be coextensive with its constitutional guarantees against cruel, unusual, and inhumane treatment, the following understanding is recommended:

"The United States understands the term 'cruel, inhuman or degrading treatment or punishment,' as used in Article 16 of the Convention, to mean the cruel, unusual, and inhumane treatment or punishment prohibited by the Fifth, Eighth and/or Fourteenth Amendments to the Constitution of the United States."¹⁷ [Emphasis added.]

¹⁶ (U) Vienna Convention on the Law of Treaties, 23 May 1969, 1155 U.N.T.S. 331 (entered into force 27 January 1980). The United States is not a party to the Vienna Convention on treaties, but it generally regards its provisions as customary international law.

¹⁷ (U//~~FOUO~~) S. Treaty Doc. No. 100-20, at 15-16.

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39. (U//~~FOUO~~) In accordance with the Convention, the United States criminalized acts of torture in 18 U.S.C. 2340A(a), which provides as follows:

Whoever outside the United States commits or attempts to commit torture shall be fined under this title or imprisoned not more than 20 years, or both, and if death results to any person from conduct prohibited by this subsection, shall be punished by death or imprisoned for any term of years or for life.

The statute adopts the Convention definition of "torture" as "an act committed by a person acting under the color of law specifically intended to inflict severe physical or mental pain or suffering (other than pain or suffering incidental to lawful sanctions) upon another person within his custody or physical control."¹⁸ "Severe physical pain and suffering" is not further defined, but Congress added a definition of "severe mental pain or suffering:"

[T]he prolonged mental harm caused by or resulting from--

- (A) the intentional infliction or threatened infliction of severe physical pain or suffering;
- (B) the administration or application, or threatened administration or application, of mind-altering substances or other procedures calculated to disrupt profoundly the senses or the personality;
- (C) the threat of imminent death; or
- (D) the threat that another person will imminently be subjected to death, severe physical pain or suffering, or the administration or application of mind-altering substances or other procedures calculated to disrupt profoundly the senses or personality....¹⁹

These statutory definitions are consistent with the understandings and reservations of the United States to the Torture Convention.

¹⁸ (U//~~FOUO~~) 18 U.S.C. 2340(1).

¹⁹ (U//~~FOUO~~) 18 U.S.C. 2340(2).

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40. (U//FOUO) DOJ has never prosecuted a violation of the torture statute, 18 U.S.C. §2340, and there is no case law construing its provisions. OGC presented the results of its research into relevant issues under U.S. and international law to DoJ's OLC in the summer of 2002 and received a preliminary summary of the elements of the torture statute from OLC in July 2002. An unclassified 1 August 2002 OLC legal memorandum set out OLC's conclusions regarding the proper interpretation of the torture statute and concluded that "Section 2340A proscribes acts inflicting, and that are specifically intended to inflict, severe pain or suffering whether mental or physical."²⁰ Also, OLC stated that the acts must be of an "extreme nature" and that "certain acts may be cruel, inhuman, or degrading, but still not produce pain and suffering of the requisite intensity to fall within Section 2340A's proscription against torture." Further describing the requisite level of intended pain, OLC stated:

Physical pain amounting to torture must be equivalent in intensity to the pain accompanying serious physical injury, such as organ failure, impairment of bodily function, or even death. For purely mental pain or suffering to amount to torture under Section 2340, it must result in significant psychological harm of significant duration, e.g., lasting for months or even years.²¹

OLC determined that a violation of Section 2340 requires that the infliction of severe pain be the defendant's "precise objective." OLC also concluded that necessity or self-defense might justify interrogation methods that would otherwise violate Section 2340A.²² The August 2002 OLC opinion did not address whether any other provisions of U.S. law are relevant to the detention, treatment, and interrogation of detainees outside the United States.²³

²⁰ (U//FOUO) Legal Memorandum, Re: Standards of Conduct for Interrogation under 18 U.S.C. 2340-2340A (1 August 2002).

²¹ (U//FOUO) *Ibid.*, p. 1.

²² (U//FOUO) *Ibid.*, p. 39.

²³ (U//FOUO) OLC's analysis of the torture statute was guided in part by judicial decisions under the Torture Victims Protection Act (TVPA) 28 U.S.C. 1350, which provides a tort remedy for victims of torture. OLC noted that the courts in this context have looked at the entire course

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41. (U//~~FOUO~~) A second unclassified 1 August 2002 OLC opinion addressed the international law aspects of such interrogations.²⁴ This opinion concluded that interrogation methods that do not violate 18 U.S.C. 2340 would not violate the Torture Convention and would not come within the jurisdiction of the International Criminal Court.

42. (TS/) In addition to the two unclassified opinions, OLC produced another legal opinion on 1 August 2002 at the request of CIA.²⁵ (Appendix C.) This opinion, addressed to CIA's Acting General Counsel, discussed whether the proposed use of EITs in interrogating Abu Zubaydah would violate the Title 18 prohibition on torture. The opinion concluded that use of EITs on Abu Zubaydah would not violate the torture statute because, among other things, Agency personnel: (1) would not specifically intend to inflict severe pain or suffering, and (2) would not in fact inflict severe pain or suffering.

43. (TS/) This OLC opinion was based upon specific representations by CIA concerning the manner in which EITs would be applied in the interrogation of Abu Zubaydah. For example, OLC was told that the EIT "phase" would likely last "no more than several days but could last up to thirty days." The EITs would be used on "an as-needed basis" and all would not necessarily be used. Further, the EITs were expected to be used "in some sort of escalating fashion, culminating with the waterboard though not necessarily ending with this technique." Although some of the EITs

of conduct, although a single incident could constitute torture. OLC also noted that courts may be willing to find a wide range of physical pain can rise to the level of "severe pain and suffering." Ultimately, however, OLC concluded that the cases show that only acts "of an extreme nature have been redressed under the TVPA's civil remedy for torture." White House Counsel Memorandum at 22 - 27.

²⁴ (U//~~FOUO~~) OLC Opinion by John C. Yoo, Deputy Assistant Attorney General, OLC (1 August 2002).

²⁵ (TS/) Memorandum for John Rizzo, Acting General Counsel of the Central Intelligence Agency, "Interrogation of al Qaida Operative" (1 August 2002) at 15.

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might be used more than once, "that repetition will not be substantial because the techniques generally lose their effectiveness after several repetitions." With respect to the waterboard, it was explained that:

... the individual is bound securely to an inclined bench The individual's feet are generally elevated. A cloth is placed over the forehead and eyes. Water is then applied to the cloth in a controlled manner. As this is done, the cloth is lowered until it covers both the nose and mouth. Once the cloth is saturated and completely covers the mouth and nose, the air flow is slightly restricted for 20 to 40 seconds due to the presence of the cloth. This causes an increase in carbon dioxide level in the individual's blood. This increase in the carbon dioxide level stimulates increased effort to breathe. This effort plus the cloth produces the perception of "suffocation and incipient panic," i.e., the perception of drowning. The individual does not breathe water into his lungs. During those 20 to 40 seconds, water is continuously applied from a height of [12 to 24] inches. After this period, the cloth is lifted, and the individual is allowed to breathe unimpeded for three or four full breaths. The sensation of drowning is immediately relieved by the removal of the cloth. The procedure may then be repeated. The water is usually applied from a canteen cup or small watering can with a spout. . . . [T]his procedure triggers an automatic physiological sensation of drowning that the individual cannot control even though he may be aware that he is in fact not drowning. [I]t is likely that this procedure would not last more than 20 minutes in any one application.

Finally, the Agency presented OLC with a psychological profile of Abu Zubaydah and with the conclusions of officials and psychologists associated with the SERE program that the use of EITs would cause no long term mental harm. OLC relied on these representations to support its conclusion that no physical harm or prolonged mental harm would result from the use on him of the EITs, including the waterboard.²⁶

²⁶ (TS) According to the Chief, Medical Services, OMS was neither consulted nor involved in the initial analysis of the risk and benefits of EITs, nor provided with the OTS report cited in the OLC opinion. In retrospect, based on the OLC extracts of the OTS report, OMS contends that the reported sophistication of the preliminary EIT review was exaggerated, at least as it related to the waterboard, and that the power of this EIT was appreciably overstated in the report. Furthermore, OMS contends that the expertise of the SERE psychologist/interrogators on

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44. (TS/) OGC continued to consult with DoJ as the CTC Interrogation Program and the use of EITs expanded beyond the interrogation of Abu Zubaydah. This resulted in the production of an undated and unsigned document entitled, "Legal Principles Applicable to CIA Detention and Interrogation of Captured Al-Qa'ida Personnel."²⁷ According to OGC, this analysis was fully coordinated with and drafted in substantial part by OLC. In addition to reaffirming the previous conclusions regarding the torture statute, the analysis concludes that the federal War Crimes statute, 18 U.S.C. 2441, does not apply to Al-Qa'ida because members of that group are not entitled to prisoner of war status. The analysis adds that "the [Torture] Convention permits the use of [cruel, inhuman, or degrading treatment] in exigent circumstances, such as a national emergency or war." It also states that the interrogation of Al-Qa'ida members does not violate the Fifth and Fourteenth Amendments because those provisions do not apply extraterritorially, nor does it violate the Eighth Amendment because it only applies to persons upon whom criminal sanctions have been imposed. Finally, the analysis states that a wide range of EITs and other techniques would not constitute conduct of the type that would be prohibited by the Fifth, Eighth, or Fourteenth Amendments even were they to be applicable:

The use of the following techniques and of comparable, approved techniques does not violate any Federal statute or other law, where the CIA interrogators do not specifically intend to cause the detainee to undergo severe physical or mental pain or suffering (i.e., they act with the good faith belief that their conduct will not cause such pain or suffering): isolation, reduced caloric intake (so long as the amount is calculated to maintain the general health of the detainees), deprivation of reading material, loud music or white

the waterboard was probably misrepresented at the time, as the SERE waterboard experience is so different from the subsequent Agency usage as to make it almost irrelevant. Consequently, according to OMS, there was no *a priori* reason to believe that applying the waterboard with the frequency and intensity with which it was used by the psychologist/interrogators was either efficacious or medically safe.

²⁷ (TS/) "Legal Principles Applicable to CIA Detention and Interrogation of Captured Al-Qa'ida Personnel," attached to (16 June 2003).

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noise (at a decibel level calculated to avoid damage to the detainees' hearing), the attention grasp, walling, the facial hold, the facial slap (insult slap), the abdominal slap, cramped confinement, wall standing, stress positions, sleep deprivation, the use of diapers, the use of harmless insects, and the water board.

According to OGC, this analysis embodies DoJ agreement that the reasoning of the classified 1 August 2002 OLC opinion extends beyond the interrogation of Abu Zubaydah and the conditions that were specified in that opinion.

NOTICE TO AND CONSULTATION WITH EXECUTIVE AND CONGRESSIONAL OFFICIALS

45. (TS/ [REDACTED]) At the same time that OLC was reviewing the legality of EITs in the summer of 2002, the Agency was consulting with NSC policy staff and senior Administration officials. The DCI briefed appropriate senior national security and legal officials on the proposed EITs. In the fall of 2002, the Agency briefed the leadership of the Congressional Intelligence Oversight Committees on the use of both standard techniques and EITs.

46. (TS/ [REDACTED]) In early 2003, CIA officials, at the urging of the General Counsel, continued to inform senior Administration officials and the leadership of the Congressional Oversight Committees of the then-current status of the CTC Program. The Agency specifically wanted to ensure that these officials and the Committees continued to be aware of and approve CIA's actions. The General Counsel recalls that he spoke and met with White House Counsel and others at the NSC, as well as DoJ's Criminal Division and Office of Legal Counsel beginning in December 2002 and briefed them on the scope and breadth of the CTC's Detention and Interrogation Program.

47. (TS, [REDACTED]) Representatives of the DO, in the presence of the Director of Congressional Affairs and the General Counsel, continued to brief the leadership of the Intelligence Oversight Committees on the use of EITs and detentions in February

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and March 2003. The General Counsel says that none of the participants expressed any concern about the techniques or the Program.

48. (TS/) On 29 July 2003, the DCI and the General Counsel provided a detailed briefing to selected NSC Principals on CIA's detention and interrogation efforts involving "high value detainees," to include the expanded use of EITs.²⁸ According to a Memorandum for the Record prepared by the General Counsel following that meeting, the Attorney General confirmed that DoJ approved of the expanded use of various EITs, including multiple applications of the waterboard.²⁹ The General Counsel said he believes everyone in attendance was aware of exactly what CIA was doing with respect to detention and interrogation, and approved of the effort. According to OGC, the senior officials were again briefed regarding the CTC Program on 16 September 2003, and the Intelligence Committee leadership was briefed again in September 2003. Again, according to OGC, none of those involved in these briefings expressed any reservations about the program.

GUIDANCE ON CAPTURE, DETENTION, AND INTERROGATION

49. (TS/) Guidance and training are fundamental to the success and integrity of any endeavor as operationally, politically, and legally complex as the Agency's Detention and Interrogation Program. Soon after 9/11, the DDO issued guidance on the standards for the capture of terrorist targets.

50. (TS/) The DCI, in January 2003 approved formal "Guidelines on Confinement Conditions for CIA Detainees" (Appendix D) and "Guidelines on Interrogations Conducted

²⁸ (TS/) The briefing materials referred to 24 high value detainees interrogated at CIA-controlled sites and identified 13 interrogated using EITs.

²⁹ (U//FOUO) Memorandum for the Record, (5 August 2003).

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Pursuant to the Presidential Memorandum of Notification of 17 September 2001" (Appendix E), which are discussed below. Prior to the DCI Guidelines, Headquarters provided guidance via informal briefings and electronic communications, to include cables from CIA Headquarters, to the field. Because the level of guidance was largely site-specific, this Report discusses the pre-January 2003 detention and interrogation guidance in the sections addressing specific detention facilities.

51. (TS, [redacted]) In November 2002, CTC initiated training courses for individuals involved in interrogations. In April 2003, OMS consolidated and added to its previously issued informal guidance for the OMS personnel responsible for monitoring the medical condition of detainees.³⁰

52. [redacted]

53. [redacted]

³⁰ (U//FOUO) OMS reportedly issued four revisions of these draft guidelines, the latest of which is dated 4 September 2003. The guidelines remain in draft.

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DCI Confinement Guidelines

57. (TS/ [redacted] Before January 2003, officers assigned to manage detention facilities developed and implemented confinement condition procedures. Because these procedures were site-specific and not uniform, this Review discusses them in connection with the review of specific sites, rather than in this section. The January 2003 DCI Guidelines govern the conditions of confinement for CIA detainees held in detention facilities [redacted]

31 [redacted]

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58. (TS/) The DCI Guidelines specify that D/CTC shall ensure that a specific Agency staff employee is designated as responsible for each specific detention facility. Agency staff employees responsible for the facilities and participating in the questioning of individuals detained pursuant to the 17 September 2001 MON must receive a copy of the DCI Guidelines. They must review the Guidelines and sign an acknowledgment that they have done so.

59. (TS/) The DCI Guidelines specify legal "minimums" and require that "due provision must be taken to protect the health and safety of all CIA detainees." The Guidelines do not require that conditions of confinement at the detention facilities conform to U.S. prison or other standards. At a minimum, however, detention facilities are to provide basic levels of medical care:

... (which need not comport with the highest standards of medical care that is provided in U.S.-based medical facilities); food and drink which meets minimum medically appropriate nutritional and sanitary standards; clothing and/or a physical environment sufficient to meet basic health needs; periods of time within which detainees are free to engage in physical exercise (which may be limited, for example, to exercise within the isolation cells themselves); for sanitary facilities (which may, for example, comprise buckets for the relief of personal waste)...

Further, the guidelines provide that:

Medical and, as appropriate, psychological personnel shall be physically present at, or reasonably available to, each Detention

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Facility. Medical personnel shall check the physical condition of each detainee at intervals appropriate to the circumstances and shall keep appropriate records.

DCI Interrogation Guidelines

60. (S//NF) Prior to January 2003, CTC and OGC disseminated guidance via cables, e-mail, or orally on a case-by-case basis to address requests to use specific interrogation techniques. Agency management did not require those involved in interrogations to sign an acknowledgement that they had read, understood, or agreed to comply with the guidance provided. Nor did the Agency maintain a comprehensive record of individuals who had been briefed on interrogation procedures.

61. (TS)

The DCI

Interrogation Guidelines require that all personnel directly engaged in the interrogation of persons detained have reviewed these Guidelines, received appropriate training in their implementation, and have completed the applicable acknowledgement.

62. (S//NF) The DCI Interrogation Guidelines define "Permissible Interrogation Techniques" and specify that "unless otherwise approved by Headquarters, CIA officers and other personnel acting on behalf of CIA may use only Permissible Interrogation Techniques. Permissible Interrogation Techniques consist of both (a) Standard Techniques and (b) Enhanced

³² (S//NF) See [redacted] for relevant text of DO Handbook 50-2.

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Techniques."³³ EITs require advance approval from Headquarters, as do standard techniques whenever feasible. The field must document the use of both standard techniques and EITs.

63. (TS/) The DCI Interrogation Guidelines define "standard interrogation techniques" as techniques that do not incorporate significant physical or psychological pressure. These techniques include, but are not limited to, all lawful forms of questioning employed by U.S. law enforcement and military interrogation personnel. Among standard interrogation techniques are the use of isolation, sleep deprivation not to exceed 72 hours,³⁴ reduced caloric intake (so long as the amount is calculated to maintain the general health of the detainee), deprivation of reading material, use of loud music or white noise (at a decibel level calculated to avoid damage to the detainee's hearing), the use of diapers for limited periods (generally not to exceed 72 hours, or during transportation where appropriate), and moderate psychological pressure. The DCI Interrogation Guidelines do not specifically prohibit improvised actions. A CTC/Legal officer has said, however, that no one may employ any technique outside specifically identified standard techniques without Headquarters approval.

64. (TS/) EITs include physical actions and are defined as "techniques that do incorporate physical or psychological pressure beyond Standard Techniques." Headquarters must approve the use of each specific EIT in advance. EITs may be employed only by trained and certified interrogators for use with a specific detainee and with appropriate medical and psychological monitoring of the process.³⁵

³³ (S) The 10 approved EITs are described in the textbox on page 15 of this Review.

³⁴ (TS/) According to the General Counsel, in late December 2003, the period for sleep deprivation was reduced to 48 hours.

³⁵ (TS/) Before EITs are administered, a detainee must receive a detailed psychological assessment and physical exam. Daily physical and psychological evaluations are continued throughout the period of EIT use.

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Medical Guidelines

65. (TS/) OMS prepared draft guidelines for medical and psychological support to detainee interrogations. The Chief, Medical Services disseminated the undated OMS draft guidelines in April 2003 to OMS personnel assigned to detention facilities. According to OMS, these guidelines were a compilation of previously issued guidance that had been disseminated in a piecemeal fashion. The guidelines were marked "draft" based on the advice of CTC/Legal.³⁶ These guidelines quote excerpts from the DCI Interrogation Guidelines. They include a list of sanctioned interrogation techniques, approval procedures, technique goals, and staff requirements. The OMS draft guidelines also expand upon the practical medical implications of the DCI Interrogation Guidelines, addressing: general evaluation, medical treatment, uncomfortably cool environments, white noise or loud music, shackling, sleep deprivation, cramped confinement (confinement boxes), and the waterboard. According to the Chief, Medical Services, the OMS Guidelines were intended solely as a reference for the OMS personnel directly supporting the use of EITs and were not intended to be Agency authorizations for the techniques discussed. OMS most recently updated these draft guidelines in September 2003, and, according to the Chief, Medical Services, they were disseminated to all OMS field personnel involved in the Detention and Interrogation Program. (Appendix F.)

Training for Interrogations

66. (TS/) In November 2002, CTC/Renditions and Detainees Group (RDG) initiated a pilot running of a two-week Interrogator Training Course designed to train, qualify, and certify individuals as Agency interrogators.³⁷ Several CTC officers,

³⁶ (U//AFUQ) A 28 March 2003 Lotus Note from C/CTC/Legal advised Chief, Medical Services that the "Seventh Floor" "would need to approve the promulgation of any further formal guidelines. . . . For now, therefore, let's remain at the discussion stage. . . ."

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including a former SERE instructor, designed the curriculum, which included a week of classroom instruction followed by a week of "hands-on" training in EITs. In addition to standard and enhanced interrogation techniques, course material included apprehension and handling of subjects, renditions, management of an interrogation site, interrogation team structure and functions, planning an interrogation, the conditioning process, resistance techniques, legal requirements, Islamic culture and religion, the Arab mind, and Al-Qa'ida networks. Training using physical pressures was conducted via classroom academics, guided discussion, demonstration-performance, student practice and feedback.

67. (TS/ [redacted]) Three of the 16 attendees of the pilot course, including a senior Agency interrogator and two independent contractor/psychologists, were certified by CTC/RDG as interrogators.³⁸ Their certification was based on their previous operational experience. The two psychologist/interrogators, who were at [redacted] during the pilot course, were deemed certified based on their experience as SERE instructors and their interrogations of Abu Zubaydah and Al-Nashiri. Once certified, an interrogator is deemed qualified to conduct an interrogation employing EITs. Seven other individuals were designated as "trained and qualified," meaning they would have to apprentice under a certified interrogator in the field for 20 hours in order to become eligible for their certifications.

68. (S//NF) By September 2003, four Interrogation Training Courses had been completed, resulting in [redacted] trained interrogators. Three of these are certified to use the waterboard. Additionally, a

³⁸ (S//NF) These certifications were for "Enhanced Pressures," which involved all of the EITs except the waterboard. Only the two psychologist/interrogators were certified to use the waterboard based on their previous JPRA/SERE experience. Subsequently, another independent contractor, who had been certified as an interrogator, became certified in the use of the waterboard.

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number of psychologists, physicians, Physician's Assistants,³⁹ and COBs completed the training for familiarization purposes. Students completing the Interrogation Course are required to sign an acknowledgment that they have read, understand, and will comply with the DCI's Interrogation Guidelines.

69. (TS) [redacted] In June 2003, CTC established a debriefing course for Agency substantive experts who are involved in questioning detainees after they have undergone interrogation and have been deemed "compliant." The debriefing course was established to train non-interrogators to collect actionable intelligence from high value detainees in CIA custody. The course is intended to familiarize non-interrogators with key aspects of the Agency interrogation Program, to include the Program's goals and legal authorities, the DCI Interrogation Guidelines, and the roles and responsibilities of all who interact with a high value detainee. As of September 2003, three of these training sessions had been conducted, with a total of [redacted] individuals completing the training. CTC/RDG was contemplating establishing a similar training regimen for Security Protective Officers and linguists who will be assigned to interrogation sites.

DETENTION AND INTERROGATION OPERATIONS AT [redacted]

70. (TS) [redacted] The detention and interrogation activity examined during this Review occurred primarily at three facilities [redacted] COBALT encrypted as [redacted] and [redacted] was the facility at which two prominent Al-Qa'ida detainees, Abu Zubaydah and Al-Nashiri, were held with the foreign host government's knowledge and approval, until it was closed for operational security reasons in December 2002. The two detainees at that location were

³⁹ (U) Physician's Assistants are formally trained to provide diagnostic, therapeutic, and preventative health care services. They work under the supervision of a physician, record progress notes, and may prescribe medications.

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then moved to [redacted] located in another foreign country. Eight individuals were detained and interrogated at [redacted] including Abu Zubaydah and Al-Nashiri.

Staffing and Operations

71. (TS/ [redacted] CTC initially established [redacted] to detain and interrogate Abu Zubaydah. [redacted] was operational between [redacted] December 2002. [redacted] had no permanent positions and was staffed with temporary duty (TDY) officers. Initially, Abu Zubaydah's Agency interrogators at [redacted] included an [redacted] officer, who also served as COB, and a senior Agency security officer. They were assisted by various security, medical, and communications personnel detailed to [redacted] to support the interrogation mission. An independent contractor psychologist with extensive experience as an interrogation instructor at the U.S. Air Force SERE School also assisted the team.

72. (TS/ [redacted] Once the Agency approved the use of EITs [redacted] in August 2002, a second independent contractor psychologist with 19 years of SERE experience joined the team. This followed a determination by the CIA personnel involved in debriefing that the continuation of the existing methods would not produce the actionable intelligence that the Intelligence Community believed Abu Zubaydah possessed. The team was supervised by the COB and supported by the on-site team of security, medical, and communications personnel.

73. (TS/ [redacted] The responsibility of the COB [redacted] was to ensure the facility and staff functioned within the authorities that govern the mission. In conjunction with those duties, the COB was responsible for the overall management and security of the site and the personnel assigned to support activities there. The COB oversaw interrogations and released operational and intelligence.

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cables and situation reports. The COB coordinated activities with the Station and Headquarters and reported to the CTC Chief of Renditions Group.⁴⁰

74. (TS/) The two psychologist/interrogators at led each interrogation of Abu Zubaydah and Al-Nashiri where EITs were used. The psychologist/interrogators conferred with the COB and other team members before each interrogation session. Psychological evaluations were performed by both Headquarters and on-site psychologists. Early on in the development of the interrogation Program, Agency OMS psychologists objected to the use of on-site psychologists as interrogators and raised conflict of interest and ethical concerns. This was based on a concern that the on-site psychologists who were administering the EITs participated in the evaluations, assessing the effectiveness and impact of the EITs on the detainees.

75. (TS/) The interrogation intelligence requirements for Abu Zubaydah were generally developed at Headquarters by CTC/Usama Bin Laden (UBL) Group and refined at CTC/RDG, CTC/LGL, CTC/UBL, and provided input into the rendition and interrogation process.

CIA Staff
Officer

staff maintained daily dialogue with Headquarters management by cable and secure telephone, and officers initiated a video conference with Headquarters to discuss the efficacy of proceeding with EITs.

76. (TS/) Abu Zubaydah was the only detainee at until 'Abd Al-Rahim Al-Nashiri arrived on 15 November 2002. The interrogation of Al-Nashiri proceeded after received the necessary Headquarters authorization. The two

⁴⁰ (TS/) In August 2002, the group name became Renditions and Detainees Group, indicative of its new responsibilities for running detention facilities and interrogations. For consistency purposes in this Review, OIG subsequently refers to this group as CTC/RDG.

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psychologist/interrogators began Al-Nashiri's interrogation using EITs immediately upon his arrival. Al-Nashiri provided lead information on other terrorists during his first day of interrogation. On the twelfth day of interrogation, the two psychologist/interrogators administered two applications of the waterboard to Al-Nashiri during two separate interrogation sessions. Enhanced interrogation of Al-Nashiri continued through 4 December 2002.

Videotapes of Interrogations

77. (TS/) Headquarters had intense interest in keeping abreast of all aspects of Abu Zubaydah's interrogation including compliance with the guidance provided to the site relative to the use of EITs. Apart from this, however, and before the use of EITs, the interrogation teams at decided to videotape the interrogation sessions. One initial purpose was to ensure a record of Abu Zubaydah's medical condition and treatment should he succumb to his wounds and questions arise about the medical care provided to him by CIA. Another purpose was to assist in the preparation of the debriefing reports, although the team advised CTC/Legal that they rarely, if ever, were used for that purpose. There are 92 videotapes, 12 of which include EIT applications. An OGC attorney reviewed the videotapes in November and December 2002 to ascertain compliance with the August 2002 DoJ opinion and compare what actually happened with what was reported to Headquarters. He reported that there was no deviation from the DoJ guidance or the written record.

78. (TS/) OIG reviewed the videotapes, logs, and cables in May 2003. OIG identified 83 waterboard applications, most of which lasted less than 10 seconds.⁴¹ OIG also identified one instance where a psychologist/interrogator verbally

⁴¹ (TS/) For the purpose of this Review, a waterboard application constituted each discrete instance in which water was applied for any period of time during a session.

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threatened Abu Zubaydah by stating, "If one child dies in America, and I find out you knew something about it, I will personally cut your mother's throat."⁴² OIG found 11 interrogation videotapes to be blank. Two others were blank except for one or two minutes of recording. Two others were broken and could not be reviewed. OIG compared the videotapes to [redacted] logs and cables and identified a 21-hour period of time, which included two waterboard sessions, that was not captured on the videotapes.

79. (TS/ [redacted]) OIG's review of the videotapes revealed that the waterboard technique employed at [redacted] was different from the technique as described in the DoJ opinion and used in the SERE training. The difference was in the manner in which the detainee's breathing was obstructed. At the SERE School and in the DoJ opinion, the subject's airflow is disrupted by the firm application of a damp cloth over the air passages; the interrogator applies a small amount of water to the cloth in a controlled manner. By contrast, the Agency interrogator [redacted] continuously applied large volumes of water to a cloth that covered the detainee's mouth and nose. One of the psychologists/interrogators acknowledged that the Agency's use of the technique differed from that used in SERE training and explained that the Agency's technique is different because it is "for real" and is more poignant and convincing.

80. (TS/ [redacted]) From December 2002 until [redacted] September 2003, [redacted] was used to detain and interrogate eight individuals.

[redacted] During this time, Headquarters issued the formal DCI Confinement Guidelines, the DCI Interrogation Guidelines, and the additional draft guidelines specifically

⁴² (U//FOUO) See discussion in paragraphs 92-93 regarding threats.

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addressing requirements for OMS personnel. This served to strengthen the command and control exercised over the CTC Program.

Background and Detainees

81.

[REDACTED]

82. (TS/ [REDACTED] was originally intended to hold a maximum of two high value detainees [REDACTED] because the Agency had not established another detention facility for these detainees, five cells had been constructed to accommodate five detainees—Abu Zubaydah, Al-Nashiri, [REDACTED]

Several Agency personnel expressed concern to OIG that [REDACTED] had become overcrowded.

83.

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~~TOP SECRET//~~**Staffing**

84. (S//NF) Like [redacted] had no permanent positions and was staffed with TDY officers. It had the same general staffing complement as [redacted]

85. (S//NF) DO managers told OIG that in selecting a COB at [redacted] they considered a combination of factors, to include grade and managerial experience. A senior DO officer said that, by March 2003, because of a lack of available, experienced DO officers who could travel to [redacted] the selection criteria were limited to selecting CTC candidates based on their grade. Like most TDY personnel who traveled to [redacted] the COB was generally expected to remain for a 30-day TDY.

86. (TS//) [redacted] The duties of the COB [redacted] to manage the facility, its security, and its personnel were the same as those of the COB at [redacted] The COB [redacted] also oversaw interrogations and debriefings, released cables and reports, and communicated daily with the local Station and Headquarters.

87. (TS//) [redacted] Although the COB [redacted] was ultimately responsible for on-site security, the daily responsibilities for security matters fell to security personnel who, in addition to monitoring the detainees around-the-clock, also monitored [redacted] perimeter via audio and video cameras. Security personnel at [redacted] maintained records of vital detainee information, to include medical information, prescribed medications, bathing schedules, menus, and eating schedules. They prepared three meals daily for each detainee, which generally consisted of beans, rice, cheese sandwiches, vitamins, fruit, water, and Ensure nutritional supplement.

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88. (TS/) At) psychologists' roles did not immediately change. They continued to psychologically assess and interrogate detainees and were identified as "psychologist/interrogators." Headquarters addressed the conflict of interest concern when, on 30 January 2003, it sent a cable to) that stated:

It has been and continues to be [Agency] practice that the individual at the interrogation site who administers the techniques is not the same person who issues the psychological assessment of record. . . . In this respect, it should be noted that staff and IC psychologists who are approved interrogators may continue to serve as interrogators and physically participate in the administration of enhanced techniques, so long as at least one other psychologist is present who is not also serving as an interrogator, and the appropriate psychological interrogation assessment of record has been completed.

Medical Services believes this problem still exists because the psychologists/interrogators continue to perform both functions.

Guidance Prior to DCI Guidelines

89. (TS/) By the time) became operational, the Agency was providing legal and operational briefings and cables) that contained Headquarters' guidance and discussed the torture statute and the DoJ legal opinion. CTC had also established a precedent of detailed cables between) and Headquarters regarding the interrogation and debriefing of detainees. The written guidance did not address the four standard interrogation techniques that, according to CTC/Legal, the Agency had identified as early as November 2002.⁴³ Agency personnel were authorized to employ standard interrogation techniques on a detainee without Headquarters' prior approval. The guidance did not specifically

⁴³ (S//NF) The four standard interrogation techniques were: (1) sleep deprivation not to exceed 72 hours, (2) continual use of light or darkness in a cell, (3) loud music, and (4) white noise (background hum).

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address the use of props to imply a physical threat to a detainee, nor did it specifically address the issue of whether or not Agency officers could improvise with any other techniques. No formal mechanisms were in place to ensure that personnel going to the field were briefed on the existing legal and policy guidance.

Specific Unauthorized or Undocumented Techniques

90. (TS/ [redacted]) This Review heard allegations of the use of unauthorized techniques [redacted]. The most significant, the handgun and power drill incident, discussed below, is the subject of a separate OIG investigation. In addition, individuals interviewed during the Review identified other techniques that caused concern because DoJ had not specifically approved them. These included the making of threats, blowing cigar smoke, employing certain stress positions, the use of a stiff brush on a detainee, and stepping on a detainee's ankle shackles. For all of the instances, the allegations were disputed or too ambiguous to reach any authoritative determination regarding the facts. Thus, although these allegations are illustrative of the nature of the concerns held by individuals associated with the CTC Program and the need for clear guidance, they did not warrant separate investigations or administrative action.

Handgun and Power Drill

91. (TS/ [redacted]) and interrogation team members, whose purpose it was to interrogate Al-Nashiri and debrief Abu Zubaydah, initially staffed [redacted]. The interrogation team continued EITs on Al-Nashiri for two weeks in December 2002 until they assessed him to be "compliant." Subsequently, CTC officers at Headquarters disagreed with that assessment and sent a [redacted] senior operations officer (the debriefer) [redacted] to debrief and assess Al-Nashiri.

92. (TS/ [redacted]) The debriefer assessed Al-Nashiri as withholding information, at which point [redacted] reinstated sleep deprivation, hooding, and handcuffing. Sometime between

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28 December 2002 and 1 January 2003, the debriefer used an unloaded semi-automatic handgun as a prop to frighten Al-Nashiri into disclosing information.⁴⁴ After discussing this plan with [redacted] the debriefer entered the cell where Al-Nashiri sat shackled and racked the handgun once or twice close to Al-Nashiri's head.⁴⁵ On what was probably the same day, the debriefer used a power drill to frighten Al-Nashiri. With [redacted] consent, the debriefer entered the detainee's cell and revved the drill while the detainee stood naked and hooded. The debriefer did not touch Al-Nashiri with the power drill.

93. (S//NF) The [redacted] and debriefer did not request authorization or report the use of these unauthorized techniques to Headquarters. However, in January 2003, newly arrived TDY officers [redacted] who had learned of these incidents reported them to Headquarters. OIG investigated and referred its findings to the Criminal Division of DoJ. On 11 September 2003, DoJ declined to prosecute and turned these matters over to CIA for disposition. These incidents are the subject of a separate OIG Report of Investigation.⁴⁶

Threats

94. (TS/[redacted]) During another incident [redacted] the same Headquarters debriefer, according to a [redacted] who was present, threatened Al-Nashiri by saying that if he did not talk, "We could get your mother in here," and, "We can bring your family in here." The [redacted] debriefer reportedly wanted Al-Nashiri to infer, for psychological reasons, that the debriefer might be [redacted] intelligence officer based on his Arabic dialect, and that Al-Nashiri was in [redacted] custody because it was widely believed in Middle East circles that [redacted] interrogation technique involves

⁴⁴ (S//NF) This individual was not a trained interrogator and was not authorized to use EITs.

⁴⁵ (U//FOUO) Racking is a mechanical procedure used with firearms to chamber a bullet or simulate a bullet being chambered.

⁴⁶ (S//NF) Unauthorized Interrogation Techniques [redacted] 29 October 2003.

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sexually abusing female relatives in front of the detainee. The debriefer denied threatening Al-Nashiri through his family. The debriefer also said he did not explain who he was or where he was from when talking with Al-Nashiri. The debriefer said he never said he was [redacted] intelligence officer but let Al-Nashiri draw his own conclusions.

95. (TS/ [redacted] An experienced Agency interrogator reported that the psychologists/interrogators threatened Khalid Shaykh Muhammad [redacted] According to this interrogator, the psychologists/interrogators said to Khalid Shaykh Muhammad that if anything else happens in the United States, "We're going to kill your children." According to the interrogator, one of the psychologists/interrogators said [redacted] CTC/Legal had advised that threats are permissible so long as they are "conditional."

[redacted] With respect to the report provided to him of the threats [redacted] that report did not indicate that the law had been violated.

Smoke

96. (TS/ [redacted] An Agency independent contractor interrogator admitted that, in December 2002, he and another independent contractor smoked cigars and blew smoke in Al-Nashiri's face during an interrogation. The interrogator claimed they did this to "cover the stench" in the room and to help keep the interrogators alert late at night. This interrogator said he would not do this again based on "perceived criticism." Another Agency interrogator admitted that he also smoked cigars during two sessions with Al-Nashiri to mask the stench in the room. He claimed he did not deliberately force smoke into Al-Nashiri's face.

~~TOP SECRET~~**Stress Positions**

97. (TS/) [redacted] OIG received reports that interrogation team members employed potentially injurious stress positions on Al-Nashiri. Al-Nashiri was required to kneel on the floor and lean back. On at least one occasion, an Agency officer reportedly pushed Al-Nashiri backward while he was in this stress position. On another occasion, [redacted] said he had to intercede after [redacted] expressed concern that Al-Nashiri's arms might be dislocated from his shoulders. [redacted] explained that, at the time, the interrogators were attempting to put Al-Nashiri in a standing stress position. Al-Nashiri was reportedly lifted off the floor by his arms while his arms were bound behind his back with a belt.

Stiff Brush and Shackles

98. (TS/) [redacted] A psychologist/interrogator reported that he witnessed other techniques used on Al-Nashiri that the interrogator knew were not specifically approved by DoJ. These included the use of a stiff brush that was intended to induce pain on Al-Nashiri and standing on Al-Nashiri's shackles, which resulted in cuts and bruises. When questioned, an interrogator who was at [redacted] acknowledged that they used a stiff brush to bathe Al-Nashiri. He described the brush as the kind of brush one uses in a bath to remove stubborn dirt. A CTC manager who had heard of the incident attributed the abrasions on Al-Nashiri's ankles to an Agency officer accidentally stepping on Al-Nashiri's shackles while repositioning him into a stress position.

Waterboard Technique

99. (TS/) [redacted] The Review determined that the interrogators used the waterboard on Khalid Shaykh Muhammad in a manner inconsistent with the SERE application of the waterboard and the description of the waterboard in the DoJ OLC opinion, in that the technique was used on Khalid Shaykh Muhammad a large number of times. According to the General Counsel, the Attorney

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General acknowledged he is fully aware of the repetitive use of the waterboard and that CIA is well within the scope of the DoJ opinion and the authority given to CIA by that opinion. The Attorney General was informed the waterboard had been used 119 times on a single individual.

100. (TS) Cables indicate that Agency interrogators applied the waterboard technique to Khalid Shaykh Muhammad 183 times during 15 sessions over a period of 14 days. The application of this technique to Khalid Shaykh Muhammad evolved because of this detainee's ability to counter the technique by moving his lips to the side to breathe while water was being poured. To compensate, the interrogator administering the waterboard technique reportedly held Khalid Shaykh Muhammad's lips with one hand while pouring water with the other. Khalid Shaykh Muhammad also countered the technique by holding his breath and drinking as much of the water being administered as he could. An on-site physician monitoring the waterboard sessions estimated that Khalid Shaykh Muhammad was capable of ingesting up to two liters of water. Cables indicate that an average of 19 liters (5 gallons) of water were used per waterboard session, with some of the water being splashed onto Khalid Shaykh Muhammad's chest and abdomen to evoke a visceral response from him. On the advice of the presiding physician, water was replaced with normal saline to prevent water intoxication and dilution of electrolytes. In addition, one of the interrogators reportedly formed his hands over Khalid Shaykh Muhammad's mouth to collect approximately one inch of standing water.⁴⁷ Cables reflect that, during six waterboard

⁴⁷ (TS) According to the while Khalid Shaykh Muhammad proved to be remarkably resilient to waterboard applications, the "unprecedented intensity of its use" led OMS to advise CTC/SMD that OMS considered the ongoing process "both excessive and pointless." This concern was the impetus for OMS to juxtapose explicitly the SERE waterboard experience with that of the Agency's in the OMS Guidelines then being assembled.

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sessions with Khalid Shaykh Muhammad, the interrogation team exceeded the contemplated duration of 20 minutes per session with the most notable session lasting 40 minutes.⁴⁸

DETENTION AND INTERROGATION ACTIVITIES

101. (TS/) The Agency provided less management attention to detention and interrogation activities than it gave to and took the lead on these activities, using as the primary detention and interrogation facility. COBALT

102. (TS/) the Station

existed until summer 2002 as a de facto extension of CTC, essentially singularly focused on the counter-terrorism mission.

COBALT regarding the Station and the respective roles of CTC became less clear and remained largely unaddressed at the Headquarters level. At the same time, the Agency began taking a more active role in detention but focused on the most high value detainees and the application of EITs.

COBALT Headquarters considered and did not focus on the facility's role and broader scope of activities.

⁴⁸ (TS/) The OLC opinion dated 1 August 2002 states, "You have also orally informed us that it is likely that this procedure [waterboard] would not last more than 20 minutes in any one application." Although this 20-minute threshold was used as one basis for the formation of the OLC opinion regarding acceptable use of the waterboard, it does not appear that the limitation was ever promulgated to the field as guidance.

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COBALT

107. (TS/) In April 2002, Station proposed the creation of to meet the Station's requirement for "secure, safe, and separated handling of terrorist detainees." The Station stated that the facility was to be used in the "screening and interrogation phase" of detention, when Station personnel would determine the best disposition of the detainees.

Station described the proposed facility as one designed to hold 12 high-profile detainees, with the capacity of holding up to 20. The Station viewed the proposed facility as a way to maximize its efforts to exploit priority targets for intelligence and imminent threat information. In June 2002, Headquarters

approved the funds to create the detention facility COBALT

108. (TS/) received its first detainee on September 2002. After the first month of operation, detainee population had grown to 20. Since then, the detainee population ranged from 8 to 20. COBALT

Headquarters Oversight COBALT

109. (S/ /NF) The disconnect between the field and Headquarters regarding arose early. After COBALT opened, the Station acknowledged that, in practical terms,

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Agency personnel also made all decisions about who was to be detained at the facility.

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111. (S//NF) OIG also found confusion among DO components regarding which Headquarters element was responsible for [redacted] prior to September 2003.⁵⁰ The proposal for opening [redacted] originated with [redacted] and many of the decisions regarding [redacted] e.g., selection of the Site Manager, were made in the field. The confusion stemmed in part from the fact that [redacted]

COBALT

[redacted] Despite the transition, however, the focus of activities in [redacted] in general, and [redacted] in particular, was counterterrorism, and those activities were supported by counterterrorism funds. As a result, at Headquarters, [redacted] monitored the activities but did not attempt to provide management oversight.

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112. (TS// [redacted]) Initially, [redacted] was the author of most cables concerning the [redacted] facility. [redacted] officers, however, maintained that [redacted] was not a responsibility, but a CTC/RDG responsibility. CTC/RDG did not share this view. [redacted] viewed its mission as the capture of Al-Qa'ida, not exploitation of the captured terrorists. Senior CTC officials acknowledged that [redacted] was far less important to them than [redacted] and they focused little attention on activities there.

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113. (S//NF) In December 2002, [redacted] Station made a programmatic assessment of the [redacted] staffing requirements. The Station stated its view that the staffing should include [redacted]

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114. (TS// [redacted]) Also in December 2002, after CTC/RDG assumed responsibility for [redacted] a CTC/RDG assessment team traveled to the site. The assessment team made recommendations ranging from administrative improvements, such as installation of thermometers in the facility and the use of a logbook, to programmatic changes, such as the need for additional personnel and determining the endgame for each detainee. Subsequently, there were some improvements in interrogation support. A September 2003 assessment from [redacted] Station indicated that staffing remained insufficient to support the detention program. In response, CTC/RDG proposed to add three positions to the [redacted] to address regional interrogation requirements.

Facility and Procedures

115. (TS// [redacted])

[redacted] The detention facility inside the warehouse consists of 20 individual concrete structures used as cells, three interrogation rooms, a staff room, and a guardroom.

[redacted] is not

COBALT

insulated and there is no central air conditioning or heating. Individual cells were designed with a recess for electrical space heaters; however, electrical heaters were not placed in the cells. The Site Manager estimated there were between 6 and 12 gas heaters in the cell block in November 2002 at the time a detainee, Gul Rahman,

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died from hypothermia.⁵¹ This was increased to 40 to 60 heaters after the death. Throughout its occupancy, _____ guards and a small cooking/cleaning cadre have staffed _____ COBALT

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116. (TS/ _____) had no written standard operating procedures until January 2003 when the DCI Confinement Guidelines were issued. A psychologist/interrogator visiting the facility before Gul Rahman's death in November 2002 noted this deficiency, stating that the procedures should be so detailed as to specify who is responsible for turning the lights on and off, or what the temperature should be in the facility. Although the psychologist/interrogator relayed this opinion to the _____ Site Manager and planned to author procedures, before he could do so, he was sent to _____ for the interrogation of a high value detainee. COBALT

117. (TS/ _____) The customary practice at _____ was to shave each detainee's head and beard and conduct a medical examination upon arrival. Detainees were then given uniforms and moved to a cell. All detainees were subjected to total darkness and loud music. Photographs were taken of each detainee for identification purposes. While in the cells, detainees were shackled to the wall. The guards fed the detainees on an alternating schedule of one meal on one day and two meals the next day. As the temperature decreased in November and December 2002, the Site Manager made efforts to acquire additional supplies, such as warmer uniforms, blankets, and heaters.⁵² If a detainee was cooperative, he was afforded improvements in his environment to include a mat, blankets, a Koran, a lamp, and additional food choices. Detainees who were not cooperative were subjected to austere conditions and aggressive interrogations until they became "compliant." COBALT

⁵¹ (S//NF) The facts and circumstances of Gul Rahman's death are discussed later in this Review.

⁵² (U) In November 2002, the temperature ranged from a high of 70 to a low of 31 degrees Fahrenheit.

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118. (TS//) [redacted] Prior to December 2002, [redacted] had no written interrogation procedures. According to [redacted] Station officer, Headquarters' approval in July 2002 of the handling of a detainee with techniques of sleep deprivation, solitary confinement, and noise served as the basis for the standard operating procedures at [redacted]. According to [redacted]

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Officer

[redacted] had no definitive guidance regarding interrogations until a CTC officer came to [redacted] in late July 2002. He sent a cable to CTC/Legal proposing techniques, such as the use of darkness, sleep deprivation, solitary confinement, and noise, that ultimately became the model for [redacted]. Other interrogation techniques adopted at [redacted] which were reported to Headquarters included standing sleep deprivation, nakedness, and cold showers.

COBALT

119. [redacted] Interrogators at [redacted] were left to their own devices in working with the detainees. One new CTC operations officer explained that he received no training or guidance related to interrogations before he arrived in [redacted] mid-November 2002.⁵³ According to the operations officer, the Site Manager said to route all cables through him and to do the job without "harming or killing" the detainees. Other officers provided similar accounts. Several officers who observed or participated in the activities at [redacted] in the early months expressed concern about the lack of procedures.

120. (TS//) [redacted] received little general guidance regarding detention and interrogation until after the death of Rahman on [redacted] November 2002. In the perceived absence of specific guidance from Headquarters, one officer who spent several months at [redacted] said he used common sense and his imagination to devise techniques. It was not until December 2002, three months after opening, that [redacted] received official written guidance from Headquarters. Some of that guidance, for example the instruction that only those who had taken the interrogator training that

⁵³ (TS//) [redacted] The first session of the interrogation course began in November 2002. See paragraphs 64-65.

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commenced in November 2002 should conduct interrogations, was met with surprise by officers who had been operating prior to November 2002 under other de facto procedures.

121. (TS/) The interrogation process evolved after the death of Gul Rahman. On December 2002, CTC/RDG announced it would assume the responsibility for the management and maintenance of all CIA custodial interrogation facilities. An assessment team traveled to in December 2002 and prepared a list of recommendations. stated he was comfortable with the level of guidance the Station received after the assessment team's visit.

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CIA Staff Officer

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122. (TS/) the employment of EITs is now reportedly well codified. According to the Site Manager, when interrogators arrive, he provides them with a folder containing written security issues and the procedures for using EITs. Interrogators are required to sign a statement certifying they have read and understand the contents of the folder. Written interrogation plans are prepared and sent to Headquarters for each detainee. Directorate of Intelligence analysts are not used as interrogators; they are the substantive experts. Psychologists are also monitoring the detainees and a Physician's Assistant is now at whenever EITs are being employed. The staff is watching the temperature and detainee diets more carefully. Headquarters monitors medical, hygiene and other health, safety and related issues by, among other things, daily cable traffic and quarterly written reports. The Agency plans to open a new facility in 2004. At that point, CTC/RDG plans to move detainees from

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123. (TS/) High value detainees Al-Nashiri and Khalid Shaykh Muhammad transited enroute to other facilities. Several medium value detainees have been detained and interrogated at For example, Ridda Najjar, a purported UBL bodyguard; Mustafa Ahmad Adam al-Hawsawi, an Al-Qa'ida

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financier who reportedly handled the transfer of funds to the 9/11 hijackers and was captured with Khalid Shaykh Muhammad; and Khalid Shaykh Muhammad's nephew, Ammar al-Baluchi, were detained at [redacted] Although these individuals were not planners, they had access to information of particular interest, and the Agency used interrogation techniques at [redacted] to seek to obtain this information.

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Site Management

124. (TS//) [redacted] who was at [redacted] from [redacted] described [redacted] as a "high risk, high gain intelligence facility." He described his role regarding [redacted] as the "overall manager." He stated that he traveled there to obtain a general sense of the facility or learn firsthand of a specific interrogation. [redacted] he released all cables regarding the facility and the interrogations conducted there.

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125. (S//NF) [redacted] who had several overseas assignments was [redacted] said his responsibilities included overseeing the activities at [redacted] He said he went to the facility about three times, explaining that Station management tried to limit the number of trips to the facility because going there was considered an operational act. Because of other responsibilities [redacted] Station, [redacted] relied heavily on [redacted] and the [redacted] Site Manager to oversee the day-to-day running of the facility.

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CIA Staff Officer

126. (TS//) [redacted] who was interviewed during this Review, [redacted] He was unable to estimate the percentage of time that he spent on detention-related matters but said it varied. [redacted] stated that he went to [redacted] on a number of occasions and [redacted]

CIA Staff Officer

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believed he knew what was occurring there. He coordinated on all cable traffic related to detention matters

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127. (TS//) Station assigned responsibility for prior to its occupancy to a Staff officer hired in January. This officer lacked any education or experience that was relevant to managing the construction of a detention facility. He only learned of his assignment after reporting to the Station. He was responsible for the site and construction during his TDY tour

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128. (S) The first Site Manager was a first-tour officer who arrived on 2002.

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129. (TS//) When he arrived in in the 2002, the Site Manager had no idea what duties he would be assigned. He believes the primary factors in his assignment as Site Manager were the vacancy in the detention program and that The Site Manager received a copy of the DCI's Interrogation Guidelines in January 2003 and certified that he had read them. The first formal training the Site Manager received on the use of EITs, however, was an interrogation class he attended nine months into his tour.

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130. (TS/) gave the Site Manager responsibility for anything that had to do with detention,

131. (S) explained that he selected the Site Manager based on several factors, including

CIA Staff Officer

added that he watched the Site Manager discharge his duties and was very satisfied with the job he performed. said that he, and the Site Manager talked a lot about issues. The Site Manager had free access to Station Front Office, and recalled consulting with the Site Manager at least once a day. CIA Staff Officer

CIA Staff Officer

132. (S//NF) The Site Manager advised he had discussions with Station management, including and the every other day or as issues arose. He stated that someone from Station management came out to about once a month— came once or twice,

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When senior Headquarters visitors, traveled to management accompanied them to

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133. (S//NF) A number of individuals who served at the Station with the Site Manager said that it was abundantly clear to them that he was overwhelmed. Additionally, they believed was understaffed and did not receive the attention it required.

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134. (S//NF) [redacted] was unaware until being interviewed during this Review that the first Site Manager at [redacted] had been a junior officer. [redacted] stated that a first-tour officer should not be running anything. One of the reasons he cited for his revocation of the assignment of the replacement Site Manager at [redacted] was that the nominee was only a [redacted]. In [redacted] view, at a minimum, a [redacted] is more appropriate for the [redacted] assignment.⁵⁵

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Interrogators and Linguists

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135. (TS/ [redacted]) The Site Manager explained that the interrogations conducted at [redacted] during the first months that it was operational were essentially custodial interviews coupled with environmental deprivations. When Agency officers came to conduct interrogations, the Site Manager initially took them to [redacted]. The only guidance he provided them at that time was how to get in and out of the facility securely. Substantive experts were in short supply, so the interrogators had to read the background on the detainees. The Site Manager explained that the interrogators essentially had the freedom to do what they wanted; he did not have a list of "do's and don'ts" for interrogations.

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136. (TS// [redacted]) During [redacted] first four months of operation, individuals with no previous relevant experience, no training, and no guidance often conducted the interrogations. In fact, most of these individuals were sent to [redacted] in other capacities and were pressed into service at [redacted]. For example, one analyst sent to [redacted] as a substantive expert took over the debriefing/interrogation function of three detainees after approximately a week of observing the process. Another officer who debriefed/interrogated at [redacted] said he agreed to do so because it needed to be done and because the alternative was to leave the detainees languishing indefinitely. Several officers expressed concern about the extended and sometimes

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⁵⁵ (S) Nevertheless, a [redacted] officer, [redacted] was assigned as the second Site Manager.

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unjustified detention of individuals at [redacted] A TDY interrogator stated that individuals might have been released or moved sooner had they been debriefed/interrogated earlier and if a determination had then been made that there was little justification for their continued detention at [redacted]

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137. (TS/ [redacted] In addition to a shortage of interrogators, [redacted] has suffered from a shortage of linguists. Because most of the debriefers/interrogators at [redacted] have had no relevant foreign language capability, linguists must assist in the interrogations. CTC assigned [redacted] interpreters to the facility [redacted] Instances have occurred, however, when detainees were not questioned because of a lack of linguistic support. [redacted] Station requested both interrogation and linguistic support when it has been specifically needed, but its requests have not always been accommodated.

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Medical Support

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138. (TS/ [redacted] Providing medical attention to detainees has also been a staffing problem. In addition, compared to the relatively small number of high value detainees at [redacted] the larger number and less well-known detainees at [redacted] posed unique challenges.

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139. (TS/ [redacted] Four months before [redacted] opened, plan was to use Physician's Assistants on TDY to the Station for non-emergency medical treatment of detainees [redacted]

[redacted] A small medical exam room was included in the design for [redacted]

A small medical exam

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[redacted] Station Physician's Assistants and occasionally Regional Medical Officers examined and treated the detainees. When a newly arrived Physician's Assistant requested guidance from OMS [redacted]

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regarding his responsibilities to the detainees in early November 2002, he was reportedly instructed to follow the Hippocratic oath and "if someone is sick, you treat them."

140. (TS/) Immediately following Gul Rahman's death on November 2002, reported by cable

Station medics made visits to evaluate the detainees. One week later reported, and "approximately a fourth of the prisoners have one or more significant pre-existing medical problems upon arrival." Station offered Headquarters the option of either funding to provide on-site medical care or requiring one of the Station's Physician's Assistants to travel to Headquarters apparently did not respond to this request, nor is there any indication that supported. When the Station subsequently requested full-time and TDY support for the Station made no mention of any requirement for additional medical personnel. On September 2003, the new requested an enhanced staffing complement for. Among his requests was a full-time medic.

141. (TS/) When a Physician's Assistant at the Station sent a cable to Headquarters on 2003, "Medical Assessment of Detainees," a CTC/RDG desk officer forwarded the cable to CTC managers and a CTC attorney with the comment, "This is the first time I've ever seen any official reporting on the PA visiting the detainees. We should ensure that this continues and is documented in cable traffic. It's a great baseline for us."⁵⁶ One cable per month reported the results of examinations of the detainee population over the following five-month period. Despite the monthly reports of the examination and treatment of detainees at which commenced four months after the facility received its first detainee, it is difficult to determine the extent of medical care

⁵⁶ (TS/) In fact, one prior cable, on 19 January 2003, provided an assessment of 13 detainees at

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provided to the detainees. One Physician's Assistant who spent many months TDY [redacted] for example, reported that he did not prepare records of any treatment rendered [redacted] and his OMS supervisor reported that OMS does not have a written protocol requiring practitioners to produce documentation of patient contact, "relying rather on the accepted professional 'requirement' to document patient contacts." The Chief and Deputy Chief of Medical Services confirmed this.

142. (TS) [redacted] Station reported that it is standard procedure for one medical officer to participate in all renditions to ensure the detainee does not have a hidden weapon, to determine the initial condition of the detainee, and to stabilize the detainee during rendition. That officer, therefore, arrived with any detainees who were rendered to [redacted]. As further described in paragraph 161, shortly after the death of Rahman, the DDO sent [redacted] Agency officers [redacted] (the "DO Investigative Team") to investigate the circumstances of the death. The [redacted] Site Manager advised the DO Investigative Team that detainees are examined and photographed upon their arrival to protect the Agency in the event they were beaten or otherwise mistreated by liaison prior to rendition. However, when asked for the identity of the medical officer, the information on Rahman's medical examination, and copies of the photographs, the Site Manager could not produce them. He reported that no medical documents were retained from the renditions and the Station did not retain medical documentation of detainees. Further, the digital photos of Rahman had been overwritten.

143. (S//NF) [redacted]

The [redacted] medical provider assigned from [redacted] November into December 2002, a Physician's Assistant, departed on [redacted] November and did not return [redacted] until [redacted] November 2002.

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144.

145. (TS/

The guardforce consisted of "interior guards" were assigned to duty within the cellblock and had direct contact with the detainees. The guards moved the detainees, hooded and restrained, back and forth in total silence. The remaining guards were responsible for security outside the cellblock. arranged for the U.S. Bureau of Prisons (BOP) to send a training team to from

November.⁵⁹ This team worked with the guard force, concentrating on techniques, such as entry and escort procedures, application of restraints, security checks, pat-down and cell searches, and documenting checks of detainees.

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149. (TS/ [redacted] One week after Gul Rahman's death, [redacted] Station sent a cable, "Risk Assessment for [redacted]" to Headquarters. In part it outlined problems facing the Station in the management of [redacted] and requested thoughts from the DDO. It included the following:

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150. [redacted] After CTC/RDG assumed responsibility for the management of all CIA custodial interrogation facilities on 3 December 2002, CTC/RDG

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152. (S/

One of the psychologist/interrogators was opposed to
and suggested, as a minimum, that

Notwithstanding, as of January 2003, CIA designated [redacted] as a COBALT
"CIA Detention Facility," subject to the requirements of the DCI's
Guidelines on Confinement Conditions for CIA Detainees, reflecting
CIA's express recognition as of that time that [redacted] is "under the
direct or indirect control of CIA." COBALT

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late

153. (TS/ [redacted] In [redacted] 2002, [redacted] Station recognized the need for a detention facility to supplement [redacted] and communicated that need to Headquarters. [redacted] Station cited the increasing population at [redacted]

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154. (TS/ [redacted] The proposal to Headquarters seeking approval and funding of this initiative noted that the facility required structural changes and security enhancements. The Station cited disadvantages, [redacted]

late

155. (TS/ [redacted] [redacted] 2002, a cable from CTC/RDG provided authority and funds for [redacted] Station to proceed with construction and upgrades for the facility which would later be encrypted as [redacted] CTC/RDG concurrently provided the authority and funds for [redacted] Station to proceed in the construction of a second detention facility [redacted] as a successor to [redacted] 62 The cable solicited the Station's comments

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regarding training [redacted] to ensure that detainees are handled in a proper manner and to ensure proper facility management in the succeeding years.⁶³

Early

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156. (TS/ [redacted]) [redacted] 2003, the [redacted] Site Manager visited [redacted] and observed that the construction enhancements to the facility were ahead of schedule. He also transferred two unnamed detainees to [redacted] the first detainees sent there by CIA.

early

[redacted] 2003, the Station reported that [redacted] had its own [redacted] physician. Prior to [redacted] 2003, the Station did not report on the health conditions of the Agency detainees at [redacted] however.

late

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157. (TS/ [redacted]) The Site Manager for [redacted] advised OIG in May 2003 that the customary procedure was to transfer most detainees from [redacted]

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Death of Gul Rahman

159. (TS/) Gul Rahman, a suspected Afghan extremist associated with the Hezbi Islami Gulbuddin organization, was captured in Pakistan on October 2002 and rendered to on November 2002. Between November 2002, Rahman underwent at least six interrogation sessions conducted by various members of a team that included the Site Manager, an independent contractor psychologist/interrogator, the Station's analyst, and linguist. The psychologist/interrogator was experienced from decades of work in the SERE program, had helped develop the EITs, and had conducted interrogations at . The Site Manager and the analyst had no experience or relevant training in interrogations before their assignment to but had acquired approximately six months of experience through on-the-job training.

160. (TS/) Rahman was subjected to sleep deprivation sessions of up to 48 hours, at least one cold shower, and a "hard takedown"—euphemistically termed "rough treatment."⁶⁶ In addition, Rahman was apparently without clothing for much of his time at as part of the sleep deprivation and to cause cultural humiliation. Despite these measures, Rahman remained uncooperative and provided no intelligence. His only concession was to admit his identity on November 2002; otherwise, he retained his resistance posture and demeanor. The November 2002 cable reporting that Rahman admitted his identity to officers includes the following, "Rahman spent the days since his last session in cold conditions with minimal food and sleep." A

⁶⁶ (S) Both the cold shower and hard takedown are described in greater detail later in this Review.

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psychological assessment of Rahman on [redacted] November 2002 noted his remarkable physical and psychological resilience and recommended, in part, "continued environmental deprivations."

161. (TS/ [redacted]) On the afternoon of [redacted] November 2002, when [redacted] guards delivered food to Rahman, he reportedly threw the food, his water bottle, and defecation bucket at the guards. In addition, he reportedly threatened the guards and told them he had seen their faces and would kill them upon his release. When the Site Manager learned of this incident, he authorized short-chaining, i.e., Rahman's hands and feet were shackled and connected with a short-chain.

162. (TS/ [redacted]) guards found Rahman dead in his cell on the morning of [redacted] November 2002. The ambient temperature was recorded at a low of 31 degrees. Rahman was still in the short-chain position that required him to sit, naked from the waist down, on the concrete floor of his cell. He wore only a sweatshirt.

163. (TS/ [redacted]) Station reported Rahman's death that day in an [redacted] cable to the DDO. The DDO dispatched the DO Investigative Team, consisting of a senior security officer [redacted] an OGC [redacted] attorney, and an Agency pathologist, to [redacted]

[redacted] CIA also promptly reported the incident to SSCI and HPSCI. The DO Investigative Team conducted interviews and the pathologist performed an autopsy of Rahman. The autopsy indicated, by a diagnosis of exclusion, that death was caused by hypothermia.⁶⁷ After the DO investigation was completed, CIA reported the death to DoJ and further briefed the SSCI and HPSCI leadership. OIG opened an investigation into the circumstances surrounding this incident. DoJ declined prosecution of the Agency employee responsible for [redacted] OIG's investigation will be the subject of a separate Report of Investigation.

⁶⁷ (S) The pathologist estimated Rahman to be in his mid-30s.

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Specific Unauthorized or Undocumented Techniques

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164. (TS/) The treatment of Gul Rahman was but one event in the early months of Agency activity in that involved the use of interrogation techniques that DoJ and Headquarters had not approved. Agency personnel reported a range of improvised actions that interrogators and debriefers reportedly used at that time to assist in obtaining information from detainees. The extent of these actions is illustrative of the consequences of the lack of clear guidance at that time and the Agency's insufficient attention to interrogations in

165. (TS/) OIG opened separate investigations into two incidents: the November 2002 death of Gul Rahman at and the death of a detainee at a military base in Northeast Afghanistan (discussed further in paragraph 192). These two cases presented facts that warranted criminal investigations. Some of the techniques discussed below were used with Gul Rahman and will be further addressed in connection with a Report relating to his death. In other cases of undocumented or unauthorized techniques, the facts are ambiguous or less serious, not warranting further investigation. Some actions discussed below were taken by employees or contractors no longer associated with the Agency. Agency management has also addressed administratively some of the actions.

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Pressure Points

166. (TS/) In July 2002, operations officer, participated with another operations officer in a custodial interrogation of a detainee reportedly used a "pressure point" technique: with both of his hands on the detainee's neck, manipulated his fingers to restrict the detainee's carotid artery.

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167. (TS/) who was facing the shackled detainee, reportedly watched his eyes to the point that the detainee would nod and start to pass out; then, the shook the detainee to wake him. This process was repeated for a total of three applications on the detainee. The acknowledged to OIG that he laid hands on the detainee and may have made him think he was going to lose consciousness. The also noted that he has years of experience debriefing and interviewing people and until recently had never been instructed how to conduct interrogations.

168. (S//NF) CTC management is now aware of this reported incident, the severity of which was disputed. The use of pressure points is not, and had not been, authorized, and CTC has advised the that such actions are not authorized.

Mock Executions

169. (TS/) The debriefer who employed the handgun and power drill on Al-Nashiri advised that those actions were predicated on a technique he had participated in. The debriefer stated that when he was between September and October 2002, the Site Manager offered to fire a handgun outside the interrogation room while the debriefer was interviewing a detainee who was thought to be withholding information.⁶⁸ The Site Manager staged the incident, which included screaming and yelling outside the cell by other CIA officers and guards. When the guards moved the detainee from the interrogation room, they passed a guard who was dressed as a hooded detainee, lying motionless on the ground, and made to appear as if he had been shot to death.

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⁶⁸ (S) The actions Rahman investigation.

are being addressed as part of the Gul

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170. (TS/) The debriefer claimed he did not think he needed to report this incident because the Site Manager had openly discussed this plan several days prior to and after the incident. When the debriefer was later and believed he needed a non-traditional technique to induce the detainee to cooperate, he told he wanted to wave a handgun in front of the detainee to scare him. The debriefer said he did not believe he was required to notify Headquarters of this technique, citing the earlier, unreported mock execution⁶⁹

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171. (TS) A senior operations officer recounted that around September 2002, heard that the debriefer had staged a mock execution. was not present but understood it went badly; it was transparently a ruse and no benefit was derived from it. observed that there is a need to be creative as long as it is not considered torture. stated that if such a proposal were made now, it would involve a great deal of consultation. It would begin with management and would include CTC/Legal, RDG, and the CTC.

CIA Staff
Officer

172. (S//NF) The Site Manager admitted staging a "mock execution" in the first days that was open. According to the Site Manager, the technique was his idea but was not effective because it came across as being staged. It was based on the concept, from SERE school, of showing something that looks real, but is not. The Site Manager recalled that a particular CTC interrogator later told him about employing a mock execution technique. The Site Manager did not know when this incident occurred or if it was successful. He viewed this technique as ineffective because it was not believable.

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⁶⁹ (S//NF) This same debriefer submitted a cable from in early January 2003 in which he proposed a number of other techniques, including disconnecting the heating system overnight. Headquarters did not respond.

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173. (TS/ [redacted] Four other officers and independent contractors who were interviewed admitted to either participating in one of the above-described incidents or hearing about them. An independent contractor who headed a CTC/RDG review of procedures at [redacted] after Rahman's death stated that the Site Manager described staging a mock execution of a detainee. Reportedly, a detainee who witnessed the "body" in the aftermath of the ruse "sang like a bird."

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174. (TS/ [redacted] revealed that approximately four days before his interview with OIG, the Site Manager stated he had conducted a mock execution [redacted] in October or November 2002. Reportedly, the firearm was discharged outside of the building, and it was done because the detainee reportedly possessed critical threat information. [redacted] stated that he told the Site Manager not to do it again. He stated that he has not heard of a similar act occurring [redacted] since then.

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Use of Smoke

175. (TS/ [redacted] A CIA officer [redacted] at [redacted] in late 2002 and early 2003 revealed that cigarette smoke was once used as an interrogation technique in October 2002. Reportedly, at the request of an independent contractor serving as an interrogator, the officer, who does not smoke, blew the smoke from a thin cigarette/cigar in the detainee's face for about five minutes. The detainee started talking so the smoke ceased. [redacted] heard that a different officer had used smoke as an interrogation technique. OIG questioned numerous personnel who had worked [redacted] about [redacted] the use of smoke as a technique. None reported any knowledge of the use of smoke as an interrogation technique.

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176. (TS/ [redacted] An independent contractor [redacted] admitted that he has personally used smoke inhalation techniques on detainees to make them ill to the point where they would start to "purge." After this, in a weakened state,

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these detainees would then provide the independent contractor with information.⁷⁰ The independent contractor denied ever physically abusing detainees or knowing anyone who has.

Use of Cold

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177. (TS/ [REDACTED]) As previously reported, [REDACTED] received its first detainees in mid-September 2002. By many accounts the temperature [REDACTED] was hot at that time and remained generally hot or warm until November 2002.

178. (TS/ [REDACTED]) In late July to early August 2002, a detainee was being interrogated [REDACTED]. Prior to proceeding with any of the proposed methods, officer responsible for the detainee sent a cable requesting Headquarters authority to employ a prescribed interrogation plan over a two-week period. The plan included the following:

Physical Comfort Level Deprivation: With use of a window air conditioner and a judicious provision/deprivation of warm clothing/blankets, believe we can increase [the detainee's] physical discomfort level to the point where we may lower his mental/trained resistance abilities.

CTC/Legal responded and advised, "[C]aution must be used when employing the air conditioning/blanket deprivation so that [the detainee's] discomfort does not lead to a serious illness or worse."

179. (TS/ [REDACTED]) An officer who was present at [REDACTED] in November 2002 reported that she witnessed "the shower from hell" used on Rahman during his first week in detention. The Site Manager asked Rahman his identity, and when he did not respond with his true name, Rahman was placed back under the cold water by the guards at the Site Manager's direction. Rahman was so cold that he could barely say his alias. According to the officer, the entire

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⁷⁰ (C) This was substantiated in part by the CIA officer who participated in this act with the

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process lasted no more than 20 minutes and was intended to lower Rahman's resistance and was not for hygienic reasons. At the conclusion of the shower, Rahman was moved to one of the four sleep deprivation cells where he was left shivering for hours or overnight with his hand chained over his head.

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180. (TS/) A psychologist/interrogator who was present at [] at the same time in November 2002 recalled the guards giving Rahman a cold shower as a "deprivation technique." This person detected Rahman was showing the early stages of hypothermia, and he ordered the guards to give the detainee a blanket. An independent contractor who was present around the same time witnessed the Site Manager order a cold shower for Rahman. Rahman was being uncooperative at the time and the independent contractor stated that it was evident that the shower was not ordered for hygienic reasons.

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181. (TS/) A cable prepared three days after Rahman's rendition to [] appears to provide corroboration to these accounts. It reports in part, "Despite 48 hours of sleep deprivation, auditory overload, total darkness, isolation, a cold shower, and rough treatment, Rahman remains steadfast in maintaining his high resistance posture and demeanor."⁷¹

182. (TS/)

⁷¹ (S//NF) On November 2002, a senior CTC/RDG officer forwarded this cable via an e-mail message to a CTC lawyer highlighting this paragraph and wrote, "Another example of field interrogation using coercive techniques without authorization."

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183. (TS/) Many of the officers interviewed about the use of cold showers as a technique cited that the water heater was inoperable and there was no other recourse except for cold showers. However, the Site Manager explained that if a detainee was cooperative, he would be given a warm shower. He stated that when a detainee was uncooperative, the interrogators accomplished two goals by combining the hygienic reason for a shower with the unpleasantness of a cold shower.

184. (TS/) In December 2002, less than one month after Rahman's hypothermia-induced death, a cable reported that a detainee was left in a cold room, shackled and naked, until he demonstrated cooperation. COBALT

185. (TS/) When asked in February 2003, if cold was used as an interrogation technique, the responded, "not per se." He explained that physical and environmental discomfort was used to encourage the detainees to improve their environment. observed that cold is hard to define. He asked rhetorically, "How cold is cold? How cold is life threatening?" He stated that cold water was still employed however, showers were administered in a heated room. He stated there was no specific guidance on it from Headquarters, and was left to its own discretion in the use of cold. added there is a cable from documenting the use of "manipulation of the environment." COBALT

186. (TS/) Although the DCI Guidelines do not mention cold as a technique, the September 2003 draft OMS Guidelines on Medical and Psychological Support to Detainee Interrogations specifically identify an "uncomfortably cool environment" as a standard interrogation measure. (Appendix F.) The OMS Guidelines provide detailed instructions on safe temperature ranges, including the safe temperature range when a detainee is wet or unclothed.

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Water Dousing

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187. (TS/) According to the Site Manager and others who have worked "water dousing" has been used since early 2003 when a CTC/RDG officer introduced this technique to the facility. Dousing involves laying a detainee down on a plastic sheet and pouring water over him for 10 to 15 minutes. Another officer explained that the room was maintained at 70 degrees or more; the guards used water that was at room temperature while the interrogator questioned the detainee.

188. (TS/) A review of cable traffic from April and May 2003 revealed that Station sought permission from CTC/RDG to employ specific techniques for a number of detainees. Included in the list of requested techniques was water dousing.⁷² Subsequent cables reported the use and duration of the techniques by detainee per interrogation session.⁷³ One certified interrogator, noting that water dousing appeared to be a most effective technique, requested CTC to confirm guidelines on water dousing. A return cable directed that the detainee must be placed on a towel or sheet, may not be placed naked on the bare cement floor, and the air temperature must exceed 65 degrees if the detainee will not be dried immediately.

189. (TS/) The DCI Guidelines do not mention water dousing as a technique. The 4 September 2003 draft OMS Guidelines, however, identify "water dousing" as one of 12 standard measures that OMS listed, in ascending degree of intensity, as the 11th standard measure. OMS did not further address "water dousing" in its guidelines.

⁷² (S) The presence of a psychologist and medic was included in each report of the use of these techniques.

⁷³ (TS/) reported water dousing as a technique used, but in a later paragraph used the term "cold water bath."

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Hard Takedown

190. (TS/) During the course of the initial investigation of Rahman's November 2002 death, the pathologist noted several abrasions on the body.⁷⁴ A psychologist/interrogator, who was present during the first 10 days of Rahman's confinement, reported that he witnessed four or five officers execute a "hard takedown" on Rahman.⁷⁵ His clothes were removed and he was run up and down the corridor; when he fell, he was dragged. The process took between three to five minutes and Rahman was returned to his cell. The psychologist/interrogator observed contusions on his face, legs and hands that "looked bad." The psychologist/interrogator saw a value in the exercise in order to make Rahman uncomfortable and experience a lack of control. He recognized, however, that the technique was not within the parameters of what was approved by DoJ and recommended to the Site Manager that he obtain written approval for employing the technique. Three other officers who were present at the same time provided similar accounts of the incident. No approval from Headquarters was sought or obtained.

191. (TS/) According to the Site Manager, the hard takedown was used often in interrogations at as "part of the atmospherics." For a time, it was the standard procedure for moving a detainee to the sleep deprivation cell. It was done for shock and psychological impact and signaled the transition to another phase of the interrogation. The act of putting a detainee into a diaper can cause abrasions if the detainee struggles because the floor of the facility is concrete. The Site Manager stated he did not discuss the hard takedown with Station managers, but he thought they understood what techniques were being used at The Site Manager stated that the hard takedown had not been used recently After taking the interrogation class, he understood that if

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⁷⁴ (S//NF) The Final Autopsy Findings noted "superficial excoriations of the right and left upper shoulders, left lower abdomen, and left knee, mechanism undetermined."

⁷⁵ (S//NF) This incident is also being addressed in the Gul Rahman investigation.

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he was going to do a hard takedown, he must report it to Headquarters. Although the DCI and OMS Guidelines address physical techniques and treat them as requiring advance Headquarters approval, they do not otherwise specifically address the "hard takedown."

192. (TS) [redacted] stated that he was generally familiar with the technique of hard takedowns. He asserted that they are authorized and believed they had been used one or more times at [redacted] in order to intimidate a detainee. [redacted] stated that he would not necessarily know if they have been used and did not consider it a serious enough handling technique to require Headquarters approval. Asked about the possibility that a detainee may have been dragged on the ground during the course of a hard takedown, [redacted] responded that he was unaware of that and did not understand the point of dragging someone along the corridor in [redacted]

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Abuse [redacted] at Other Locations Outside of the CTC Program

193. (TS) [redacted] Although not within the scope of the CTC Program, two other incidents [redacted] were reported in 2003.

[redacted] As noted above, one [redacted] resulted in the death of a detainee at Asadabad Base⁷⁶ [redacted]

194. (S//NF) In June 2003, the U.S. military sought an Afghan citizen who had been implicated in rocket attacks on a joint U.S. Army and CIA position in Asadabad located in Northeast Afghanistan. On 18 June 2003, this individual appeared at Asadabad Base at the urging of the local Governor. The individual was held in a detention facility guarded by U.S. soldiers from the Base. During

⁷⁶ (S). For more than a year, CIA referred to Asadabad Base as [redacted]

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the four days the individual was detained, an Agency independent contractor, who was a paramilitary officer, is alleged to have severely beaten the detainee with a large metal flashlight and kicked him during interrogation sessions. The detainee died in custody on 21 June; his body was turned over to a local cleric and returned to his family on the following date without an autopsy being performed. Neither the contractor nor his Agency staff supervisor had been trained or authorized to conduct interrogations. The Agency did not renew the independent contractor's contract, which was up for renewal soon after the incident. OIG is investigating this incident in concert with DoJ.⁷⁷

195. ~~(S//NF)~~ In July 2003, [redacted] officer assigned to [redacted] assaulted a teacher at a religious school [redacted]. This assault occurred during the course of an interview during a joint operation [redacted].

[redacted] The objective was to determine if anyone at the school had information about the detonation of a remote-controlled improvised explosive device that had killed eight border guards several days earlier.

196. ~~(S//NF)~~ A teacher being interviewed [redacted] reportedly smiled and laughed inappropriately, whereupon [redacted] used the butt stock of his rifle to strike or "buttstroke" the teacher at least twice in his torso, followed by several knee kicks to his torso. This incident was witnessed by 200 students. The teacher was reportedly not seriously injured. In response to his actions, Agency management returned the [redacted] to Headquarters. He was counseled and given a domestic assignment.

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ACCOUNTING FOR DETAINEES

197. (TS/ Although the documentation of the capture, rendition, detention, and interrogation of high value detainees at and was comprehensive, documentation pertaining to detainees of lesser notoriety has been less consistent.⁷⁸ Because the Agency had no requirement to document the capture and detention of all individuals until June 2003,⁷⁹ OIG has been unable to determine with any certainty the number or current status of individuals who have been captured and detained. Four specific examples follow.

198. (TS/ Abu Bakr. Hassan Muhammad Abu Bakr is a Libyan who was captured during a raid on May 2002 in Karachi, Pakistan. rendering him on June 2002

⁷⁸ (TS/ had two detainees and had eight detainees, which included the two at

⁷⁹ (E) Per DDO Guidance, as described in paragraph 54.

⁸⁰ (E) By January 2004, CTC/RDG developed a database to include all detainees in CIA custody

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200. (TS/ [redacted] **Ridha Ahmad Al-Najjar.** Al-Najjar, a Tunisian who reportedly was a UBL bodyguard and Al-Qa'ida travel facilitator, was captured during the same raid in Karachi that netted Abu Bakr on [redacted] May 2002. Cable traffic reflects Al-Najjar and Abu Bakr were rendered [redacted] June 2002. Al-Najjar became the first detainee [redacted] on [redacted] September 2002.

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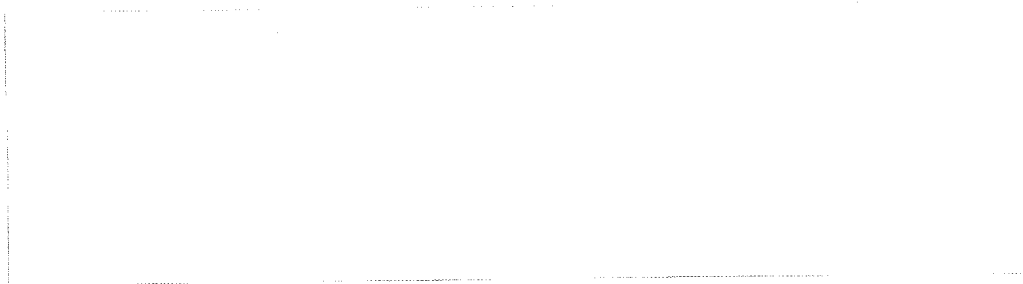
201. (TS/ [redacted] **Lutfi Al-Gharisi.** Al-Gharisi (a.k.a. Salim Khan) is a Tunisian Al-Qa'ida detainee captured in Peshawar, Pakistan, in September 2002. The Agency subsequently rendered him to [redacted] October 2002.

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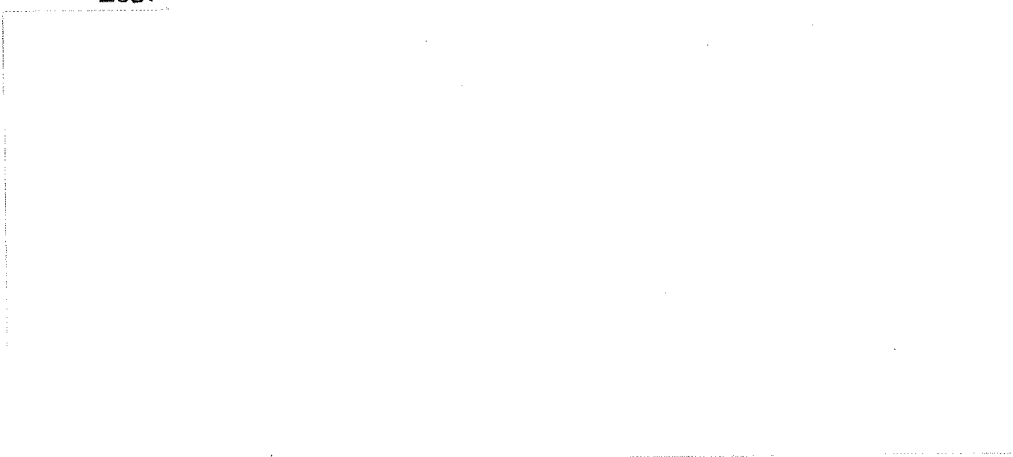


202. (TS/ [redacted] Gul Rahman. Rahman was the Afghan who was captured in Pakistan, rendered to [redacted] November and died in custody on November 2002. [redacted] Station listed him among the current detainees at [redacted] as of 2 January 2003. He was omitted altogether from CTC/RDG's September 2003 "comprehensive" list of rendees.

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203.



ANALYTICAL SUPPORT TO INTERROGATIONS

204. (TS/ [redacted] Directorate of Intelligence analysts assigned to CTC provide analytical support to interrogation teams in the field. Analysts are responsible for developing requirements for the questioning of detainees as well as conducting debriefings in some cases.

[redacted] Analysts, however, do not participate in the application of interrogation techniques.

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205. (TS/) According to a number of those interviewed for this Review, the Agency's intelligence on Al-Qa'ida was limited prior to the initiation of the CTC Interrogation Program. The Agency lacked adequate linguists or subject matter experts and had very little hard knowledge of what particular Al-Qa'ida leaders—who later became detainees—knew. This lack of knowledge led analysts to speculate about what a detainee "should know," vice information the analyst could objectively demonstrate the detainee did know. For these reasons, several interrogators considered the analytical support provided by CTC/UBL to have been inadequate and sometimes flawed.

206. (TS/)

When a detainee did not respond to a question posed to him, the assumption at Headquarters was that the detainee was holding back and knew more; consequently, Headquarters recommended resumption of EITs.

207. (TS/) The standard that CTC/UBL employed to assess one detainee's level of compliance was articulated in a December 2002 cable requesting interrogators to further press Al-Nashiri for actionable threat information:

... it is inconceivable to us that Nashiri cannot provide us concrete leads to locate and detain the active terrorists in his network who are still at large. . . .

From our optic, the single best measure of this cooperation will be in his reporting. Specifically, when we are able to capture other terrorists based on his leads and to thwart future plots based on his reporting, we will have much more confidence that he is, indeed, genuinely cooperative on some level.

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208. (TS/) disagreed in its 23 December
2002 response:

Base recommends against resuming enhanced measures with Subj[ect] unless there are specific pieces of information he has provided that we are certain/certain are lies or omissions; or there is equally reliable additional information from other sources which implicates subj[ect] in a heretofore unknown plot to attack U.S. or allied interests. If such is the case, Base would eagerly support returning to all enhanced measures; indeed, we would be the first to request them. Without tangible proof of lying or intentional withholding, however, we believe employing enhanced measures will accomplish nothing except show subj[ect] that he will be punished whether he cooperates or not, thus eroding any remaining desire to continue cooperating. . . .

Bottom line is we think subj[ect] is being cooperative, and if subjected to indiscriminate and prolonged enhanced measures, there is a good chance he will either fold up and cease cooperating, or suffer the sort of permanent mental harm prohibited by the statute. Therefore, a decision to resume enhanced measures must be grounded in fact and not general feelings that subj[ect] is not being forthcoming

It was after this interchange that Headquarters sent a new debriefer, whose unauthorized actions are discussed in paragraphs 90 through 93, to Subsequently, after further deliberation and renewed medical and psychological assessment, EITs, not including the waterboard, were authorized for a brief period.

209. (TS/) The shortage of accurate and verifiable information available to the field to assess a detainee's compliance is evidenced in the final waterboard session of Abu Zubaydah. According to a senior CTC officer, the interrogation team at considered Abu Zubaydah to be compliant and wanted to terminate EITs. CTC/UBL believed Abu Zubaydah continued to withhold information,

at the time it

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generated substantial pressure from Headquarters to continue use of the EITs. According to this senior officer, the decision to resume use of the waterboard on Abu Zubaydah was made by senior officers of the DO. A team of senior CTC officers traveled from Headquarters to [REDACTED] to assess Abu Zubaydah's compliance and witnessed the final waterboard session, after which, they reported back to Headquarters that the EITs were no longer needed on Abu Zubaydah.

210. (TS/ [REDACTED]) told OIG that "risk" for CTC/UBL is very different from the "risk" perceived by CTC/RDG and the interrogators. Specifically, for CTC/UBL, risk is associated with not obtaining the actionable information needed to prevent "the next big attack," hence analysts are reluctant to agree that a detainee is not employing resistance techniques. On the other hand, risk for CTC/RDG is associated with the continued use of EITs, which could possibly lead, directly or indirectly, to a detainee's death or cause him permanent harm.

EFFECTIVENESS

211. (TS/ [REDACTED]) The detention of terrorists has prevented them from engaging in further terrorist activity, and their interrogation has provided intelligence that has enabled the identification and apprehension of other terrorists, warned of terrorists plots planned for the United States and around the world, and supported articles frequently used in the finished intelligence publications for senior policymakers and war fighters. In this regard, there is no doubt that the Program has been effective. Measuring the effectiveness of EITs, however, is a more subjective process and not without some concern.

212. (TS/ [REDACTED]) When the Agency began capturing terrorists, management judged the success of the effort to be getting them off the streets, [REDACTED]

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With the capture of terrorists who had access to much more significant, actionable information, the measure of success of the Program increasingly became the intelligence obtained from the detainees.

213. (TS/) Quantitatively, the DO has significantly increased the number of counterterrorism intelligence reports with the inclusion of information from detainees in its custody. Between 9/11 and the end of April 2003, the Agency produced over 3,000 intelligence reports from detainees. Most of the reports came from intelligence provided by the high value detainees at

214. (TS/) CTC frequently uses the information from one detainee, as well as other sources, to vet the information of another detainee. Although lower-level detainees provide less information than the high value detainees, information from these detainees has, on many occasions, supplied the information needed to probe the high value detainees further. According to two senior CTC analysts, the triangulation of intelligence provides a fuller knowledge of Al-Qa'ida activities than would be possible from a single detainee.

215. (TS/) Detainees have provided information on Al-Qa'ida and other terrorist groups. Information of note includes: the modus operandi of Al-Qa'ida, members who are worth targeting, terrorists who are capable of mounting attacks in the United States,

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and sources of funding for Al-Qa'ida. Perhaps the most significant information about Al-Qa'ida obtained from detainees is on the subject of the group's planned use of weapons of mass destruction (WMD) in the United States. Analysts had long suspected Al-Qa'ida was attempting to develop a WMD capability, and information from Abu Zubaydah and Ibn al-Ahaykh al-Libi (a.k.a. Zubayr) hinted at such efforts. It was the information from Khalid Shaykh Muhammad, however, that confirmed the analysts' suspicions. In addition to information on anthrax; chemical, biological, radiological, and nuclear programs; and training in the use of poisons and explosives, Khalid Shaykh Muhammad provided information that has led to the capture of individuals who headed the programs to develop WMD capabilities, including Sayed Al-Barq who was the head of Al-Qa'ida's anthrax program.

216. (TS/ Detainee information has assisted in the identification of terrorists. For example, information from Abu Zubaydah helped lead to the identification of Jose Padilla and Binyam Muhammed—operatives who had plans to detonate a uranium-topped dirty bomb in either Washington, D.C., or New York City. Riduan "Hambali" Isomuddin provided information that led to the arrest of previously unknown members of an Al-Qa'ida cell in Karachi. They were designated as pilots for an aircraft attack inside the United States. Many other detainees, including lower-level detainees such as Zubayr and Majid Khan, have provided leads to other terrorists, but probably the most prolific has been Khalid Shaykh Muhammad. He provided information that helped lead to the arrests of terrorists including Sayfullah Paracha and his son Uzair Paracha, businessmen whom Khalid Shaykh Muhammad planned to use to smuggle explosives into the United States; Saleh Almari, a sleeper operative in New York; and Majid Khan, an operative who could enter the United States easily and was tasked to research attacks against U.S. water reservoirs. Khalid Shaykh Muhammad's information also led to the investigation and prosecution of Iyman Faris, the truck driver arrested in early 2003 in Ohio. Although not

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yet captured, information from Khalid Shaykh Muhammed and Abu Zubaydah led to the identification of an operative termed one of the most likely to travel to the United States and carry out operations.

217. (TS/ [redacted] Detainees, both planners and operatives, have also made the Agency aware of several plots planned for the United States and around the world. The plots identify plans to [redacted] attack the U.S. Consulate in Karachi, Pakistan; hijack aircraft to fly into Heathrow Airport and the Canary Wharf Tower; loosen track spikes in an attempt to derail a train in the United States, [redacted] blow up several U.S. gas stations to create panic and havoc; hijack and fly an airplane into the tallest building in California in a west coast version of the World Trade Center attack; cut the lines of suspension bridges in New York in an effort to make them collapse; and poison the U.S. water supply by dumping poison into water reservoirs. With the capture of some of the operatives for the above-mentioned plots, it is not clear whether these plots have been thwarted or if they remain viable. This Review did not uncover any evidence that these plots were imminent. Agency senior managers believe that lives have been saved as a result of the capture and interrogation of terrorists who were planning attacks, in particular Khalid Shaykh Muhammad, Abu Zubaydah, Hambali, and Al-Nashiri.

218. (TS/ [redacted] CTC analysts judge the reporting from detainees as one of the most important sources for finished intelligence. [redacted] viewed analysts' knowledge of the terrorist target as having much more depth as a result of information from detainees and estimated that detainee reporting is used in all counterterrorism articles produced for the most senior policymakers. Detainee reporting is also used regularly in daily publications [redacted]

In an interview, the DCI

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said he believes the use of EITs has proven to be extremely valuable in obtaining enormous amounts of critical threat information from detainees who had otherwise believed they were safe from any harm in the hands of Americans.

219. (TS/) senior officers familiar with the dissemination of reporting from detainee interrogations voiced concerns about compartmentation. In particular, those concerns regarded the impact on the timeliness of disseminating intelligence to analysts in CIA and to the FBI while the initial operational recipients of the information are separating out the intelligence from more sensitive operational information.) senior officers who voiced these concerns indicated that the issue was being reviewed by analysts to more precisely assess the impact of the problem.

220. (TS/) Inasmuch as EITs have been used only since August 2002, and they have not all been used with every high value detainee, there is limited data on which to assess their individual effectiveness. This Review identified concerns about the use of the waterboard, specifically whether the risks of its use were justified by the results, whether it has been unnecessarily used in some instances, and whether the fact that it is being applied in a manner different from its use in SERE training brings into question the continued applicability of the DoJ opinion to its use. Although the waterboard is the most intrusive of the EITs, the fact that precautions have been taken to provide on-site medical oversight in the use of all EITs is evidence that their use poses risks.

221. (TS/) Determining the effectiveness of each EIT is important in facilitating Agency management's decision as to which techniques should be used and for how long. Measuring the overall effectiveness of EITs is challenging for a number of reasons including: (1) the Agency cannot determine with any certainty the totality of the intelligence the detainee actually possesses; (2) each detainee has different fears of and tolerance for EITs; (3) the application of the same EITs by different interrogators may have

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different results; and (4) the lack of sufficient historical data related to certain EITs because of the rapid escalation to the use of the waterboard in the cases where it was used.

222. (TS/ [redacted]) The waterboard has been used on three detainees: Abu Zubaydah, Al-Nashiri, and Khalid Shaykh Muhammad. The waterboard's use was accelerated after the limited application of other EITs in all three cases because the waterboard was considered by some in Agency management to be the "silver bullet," combined with the belief that each of the three detainees possessed perishable information about imminent threats against the United States.

223. (TS/ [redacted]) Prior to the use of EITs, Abu Zubaydah provided information for over 100 intelligence reports. Interrogators applied the waterboard to Abu Zubaydah at least 83 times during August 2002. During the period between the end of the use of the waterboard and 30 April 2003, he provided information for approximately 210 additional reports. It is not possible to say definitively that the waterboard is the reason for Abu Zubaydah's increased production, or if another factor, such as the length of detention, was the catalyst. Since the use of the waterboard, however, Abu Zubaydah has appeared to be cooperative, helping with raids by identifying photographs of the detainees captured, [redacted] and giving interrogators information on how to induce other detainees to talk, based on his own experiences.

224. (TS/ [redacted]) With respect to Al-Nashiri, [redacted] reported two waterboard sessions in November 2002, after which the psychologist/interrogators determined that Al-Nashiri was compliant. However, after being moved to [redacted] where a different interrogation team assumed responsibility for his interrogations, Al-Nashiri was thought to be withholding information. Al-Nashiri subsequently received additional EITs, including stress positions, but not the waterboard. The Agency then determined Al-Nashiri to be "compliant." Because of the litany of

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techniques used by different interrogators over a relatively short period of time, it is difficult to identify exactly why Al-Nashiri became more willing to provide information. However, following the use of EITs, he provided information about his most current operational planning and the Saudi Al-Qa'ida network, as opposed to the historical information he provided before the use of EITs.

225. (TS/) On the other hand, Khalid Shaykh Muhammad, an accomplished resistor, provided only a few intelligence reports prior to the use of the waterboard, and analysis of that information revealed that much of it was outdated, inaccurate, or incomplete. As a means of less active resistance, at the beginning of their interrogation, detainees routinely provide information that they know is already known. Khalid Shaykh Muhammad received 183 applications of the waterboard in March 2003 and remained resilient, providing limited useful intelligence, until the application of sleep deprivation for a period of 180 hours. Although debriefers still must ask the right questions to get answers from Khalid Shaykh Muhammad, since the employment of sleep deprivation, intelligence production from his debriefings totaled over 140 reports as of 30 April 2003. In Khalid Shaykh Muhammad's case, the waterboard was determined to be of limited effectiveness. One could conclude that sleep deprivation was effective in this case, but a definitive conclusion is hard to reach considering that the lengthy sleep deprivation followed extensive use of the waterboard.

POLICY CONSIDERATIONS AND CONCERNS REGARDING THE DETENTION AND INTERROGATION PROGRAM

226. (TS/) The EITs used by the Agency under the CTC Program are inconsistent with the public policy positions that the United States has taken regarding human rights. This divergence has been a cause of concern to some Agency personnel involved with the Program.

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Policy Considerations

227. (U//FOUO) Throughout its history, the United States has been an international proponent of human rights and has voiced opposition to torture and mistreatment of prisoners by foreign countries. This position is based upon fundamental principles that are deeply embedded in the American legal structure and jurisprudence. The Fifth and Fourteenth Amendments to the U.S. Constitution, for example, require due process of law, while the Eighth Amendment bars "cruel and unusual punishments."

228. (U//FOUO) The President advised the Senate when submitting the Torture Convention for ratification that the United States would construe the requirement of Article 16 of the Convention to "undertake to prevent in any territory under its jurisdiction other acts of cruel, inhuman, or degrading treatment or punishment which do not amount to torture" as "roughly equivalent to" and "coextensive with the Constitutional guarantees against cruel, unusual, and inhumane treatment."⁸¹ To this end, the United States submitted a reservation to the Torture Convention stating that the United States considers itself bound by Article 16 "only insofar as the term 'cruel, inhuman or degrading treatment or punishment' means the cruel, unusual, and inhumane treatment or punishment prohibited by the 5th, 8th and/or 14th Amendments to the Constitution of the United States." Although the Torture Convention expressly provides that no exceptional circumstances whatsoever, including war or any other public emergency, and no order from a superior officer, justifies torture, no similar provision was included regarding acts of "cruel, inhuman or degrading treatment or punishment."

⁸¹ (U//FOUO). See Message from the President of the United States Transmitting the Convention Against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment, Sen. Treaty Doc. 100-20, 100th Cong., 2d Sess., at 15, May 23, 1988; Senate Committee on Foreign Relations, Executive Report 101-30, August 30, 1990, at 25, 29, quoting summary and analysis submitted by President Ronald Reagan, as revised by President George H.W. Bush.

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229. (U//FOUO) Annual U.S. State Department Country Reports on Human Rights Practices have repeatedly condemned harsh interrogation techniques utilized by foreign governments. For example, the 2002 Report, issued in March 2003, stated:

[The United States] have been given greater opportunity to make good on our commitment to uphold standards of human dignity and liberty [N]o country is exempt from scrutiny, and all countries benefit from constant striving to identify their weaknesses and improve their performance [T]he Reports serve as a gauge for our international human rights efforts, pointing to areas of progress and drawing our attention to new and continuing challenges.

In a world marching toward democracy and respect for human rights, the United States is a leader, a partner and a contributor. We have taken this responsibility with a deep and abiding belief that human rights are universal. They are not grounded exclusively in American or western values. But their protection worldwide serves a core U.S. national interest.

The State Department Report identified objectionable practices in a variety of countries including, for example, patterns of abuse of prisoners in Saudi Arabia by such means as "suspension from bars by handcuffs, and threats against family members, . . . [being] forced constantly to lie on hard floors [and] deprived of sleep" Other reports have criticized hooding and stripping prisoners naked.

230. (U//FOUO) In June 2003, President Bush issued a statement in observance of "United Nations International Day in Support of Victims of Torture." The statement said in part:

The United States declares its strong solidarity with torture victims across the world. Torture anywhere is an affront to human dignity everywhere. We are committed to building a world where human rights are respected and protected by the rule of law.

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Freedom from torture is an inalienable human right Yet torture continues to be practiced around the world by rogue regimes whose cruel methods match their determination to crush the human spirit

Notorious human rights abusers . . . have sought to shield their abuses from the eyes of the world by staging elaborate deceptions and denying access to international human rights monitors

The United States is committed to the worldwide elimination of torture and we are leading this fight by example. I call on all governments to join with the United States and the community of law-abiding nations in prohibiting, investigating, and prosecuting all acts of torture and in undertaking to prevent other cruel and unusual punishment

Concerns Over Participation in the CTC Program

231. (S//NF) During the course of this Review, a number of Agency officers expressed unsolicited concern about the possibility of recrimination or legal action resulting from their participation in the CTC Program. A number of officers expressed concern that a human rights group might pursue them for activities

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Additionally, they feared that the Agency would not stand behind them if this occurred.

232. (S//NF) One officer expressed concern that one day, Agency officers will wind up on some "wanted list" to appear before the World Court for war crimes stemming from activities

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Another said, "Ten years from now we're going to be sorry we're doing this . . . [but] it has to be done." He expressed concern that the CTC Program will be exposed in the news media and cited particular concern about the possibility of being named in a leak.

233. (S//NF)

that many countries consider the interrogation techniques employed by the CTC Program, i.e., hooding, stress positions, etc., to be illegal. Although he felt the 1 August 2002 OLC legal opinion provided to the Agency

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would preclude prosecution of Agency employees in the United States, he believed it to be conceivable that an employee could be arrested and tried in the European Union.

234. (TS) According to U.S. law does not proscribe the conduct of Agency employees and contractors who have employed EITs or authorized their use. The said that DoJ's view is that CIA personnel are acting consistent with customary international law, but that view may not be shared by others. He added, "My position is that we are covered." When asked if the Agency treatment of detainees has been humane, he replied that he does not know how others would define the term, but the CTC Program and its activities have been consistent with the Torture Convention, as interpreted by the United States.

235. (S//NF) acknowledged he has some concern regarding the Torture Convention. However, he said his primary focus is what has been codified in U.S. law. He recognizes that interrogators may have a problem traveling to some locations overseas.

ENDGAME

236. (TS) Post 9/11, the U.S. Government is having to address a number of extraordinary matters, not the least of which is an "endgame" for the disposition of detainees captured during the war on terrorism.

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237. (TS/) The number of detainees in CIA custody is relatively small by comparison with those in U.S. military custody. Nevertheless, the Agency, like the military, has an interest in the disposition of detainees and particular interest in those who, if not kept in isolation, would likely divulge information about the circumstances of their detention.

238. (TS/) Although the former D/CTC in early 2002 proposed the establishment of a covert long-term detention facility, OIG found scant documentation of the issue before Agency personnel at sent a cable to Headquarters on 19 August 2002. In that cable, TDY Agency personnel proposed that Agency management consider several options for the future disposition of detainees. Such options included constructing a permanent facility outside the United States for indefinite incarceration of detainees or arranging with DoD for incarceration of detainees at the U.S. Naval Base, Guantanamo Bay. TDY Agency personnel also called attention to security and counterintelligence risks associated with exposure of CIA methodology if detainees are released or rendered to another country. OIG found no cable response from Headquarters.

239. (TS/) With respect to Agency equities, a particular concern for senior Agency managers is the long-term disposition of detainees who have undergone EITs or have been exposed to Agency sensitive sources and methods. Moreover, Agency employees have expressed concern that a lack of an endgame for Agency detainees results in overcrowding at Agency detention sites.

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240. (TS/) According to the DCI, Agency officers have had theoretical discussions about the disposition of detainees. The DDO explained that a key issue is what should happen to detainees who have undergone EITs. According to the DDO, no one knows the answer to that question and it is a policy decision that must be made outside the Agency.

241. (TS/) This Review identified four options for the disposition of detainees. These options, discussed in more detail below, include

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245. (TS/) Policymakers have given consideration to prosecution as a viable possibility, at least for certain detainees. To date, however, no decision has been made to proceed with this option.

246. (TS/)

247.)

83 (U//FOUO) Memorandum for the Record, dated 2 August 2002, on closed hearings with the SSCI.

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248. (TS/) Senior U.S. Government and Agency officials have yet to determine if third parties, such as the ICRC, will eventually have access to individuals whose detention has been disclosed. Such is the case of Ibn Sheikh al-Libi, whom the U.S. military declared to the ICRC before the military transferred him to CIA control. According to the General Counsel, Al-Libi was not subjected to any of the interrogation techniques discussed in this Review. According to senior Agency officers, the Agency is loath to send CIA detainees who have been exposed to EITs or to other sensitive information, as in the case of al-Libi, to detention facilities where they would be available to the ICRC.

249. (TS/) According to the DCI, the CTC Interrogation Program will continue to exist as long as the Agency continues to elicit information from detainees. He added that, in the near future, he sees no change from the current system.

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CONCLUSIONS

250. (TS/) The Agency's detention and interrogation of terrorists has provided intelligence that has enabled the identification and apprehension of other terrorists and warned of terrorist plots planned for the United States and around the world. The CTC Detention and Interrogation Program has resulted in the issuance of thousands of individual intelligence reports and analytic products supporting the counterterrorism efforts of U.S. policymakers and military commanders. The effectiveness of particular interrogation techniques in eliciting information that might not otherwise have been obtained cannot be so easily measured, however.

251. (TS/) After 11 September 2001, numerous Agency components and individuals invested immense time and effort to implement the CTC Program quickly, effectively, and within the law. The work of the Directorate of Operations, Counterterrorist Center (CTC), Office of General Counsel (OGC), Office of Medical Services (OMS), Office of Technical Service (OTS), and the Office of Security has been especially notable. In effect, they began with almost no foundation, as the Agency had discontinued virtually all involvement in interrogations after encountering difficult issues with earlier interrogation programs in Central America and the Near East. Inevitably, there also have been some problems with current activities.

252. (S//NF) OGC worked closely with DoJ to determine the legality of the measures that came to be known as enhanced interrogation techniques (EITs). OGC also consulted with White House and National Security Council officials regarding the proposed techniques. Those efforts and the resulting DoJ legal opinion of 1 August 2002 are well documented. That legal opinion was based, in substantial part, on OTS analysis and the experience and expertise of non-Agency personnel and academics concerning whether long-term psychological effects would result from use of the proposed techniques.

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253. (S//NF) The DoJ legal opinion upon which the Agency relies is based upon technical definitions of "severe" treatment and the "intent" of the interrogators, and consists of finely detailed analysis to buttress the conclusion that Agency officers properly carrying out EITs would not violate the Torture Convention's prohibition of torture, nor would they be subject to criminal prosecution under the U.S. torture statute. The opinion does not address the separate question of whether the application of standard or enhanced techniques by Agency officers is consistent with the undertaking, accepted conditionally by the United States regarding Article 16 of the Torture Convention, to prevent "cruel, inhuman or degrading treatment or punishment."

254. (TS/) Periodic efforts by the Agency to elicit reaffirmation of Administration policy and DoJ legal backing for the Agency's use of EITs—as they have actually been employed—have been well advised and successful. However, in this process, Agency officials have neither sought nor been provided a written statement of policy or a formal signed update of the DoJ legal opinion, including such important determinations as the meaning and applicability of Article 16 of the Torture Convention. In July 2003, the DCI and the General Counsel briefed senior Administration officials on the Agency's expanded use of EITs. At that time, the Attorney General affirmed that the Agency's conduct remained well within the scope of the 1 August 2002 DoJ legal opinion.

255. (TS/) A number of Agency officers of various grade levels who are involved with detention and interrogation activities are concerned that they may at some future date be vulnerable to legal action in the United States or abroad and that the U.S. Government will not stand behind them. Although the current detention and interrogation Program has been subject to DoJ legal review and Administration political approval, it diverges sharply from previous Agency policy and practice, rules that govern interrogations by U.S. military and law enforcement officers, statements of U.S. policy by the Department of State, and public

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statements by very senior U.S. officials, including the President, as well as the policies expressed by Members of Congress, other Western governments, international organizations, and human rights groups. In addition, some Agency officers are aware of interrogation activities that were outside or beyond the scope of the written DoJ opinion. Officers are concerned that future public revelation of the CTC Program is inevitable and will seriously damage Agency officers' personal reputations, as well as the reputation and effectiveness of the Agency itself.

256. (TS/) The Agency has generally provided good guidance and support to its officers who have been detaining and interrogating high value terrorists using EITs pursuant to the Presidential Memorandum of Notification (MON) of 17 September 2001. In particular, CTC did a commendable job in directing the interrogations of high value detainees at . At these foreign locations, Agency personnel—with one notable exception described in this Review—followed guidance and procedures and documented their activities well.

257. (TS/) By distinction, the Agency—especially in the early months of the Program—failed to provide adequate staffing, guidance, and support to those involved with the detention and interrogation of detainees in . Significant problems occurred first at the facility known as , which this Review found to be an Agency operation. COBALT

COBALT Although some EITs were employed with terrorist detainees at , most of the interrogations there used standard techniques.

258. (TS/) Unauthorized, improvised, inhumane, and undocumented detention and interrogation techniques were used . Two individuals died as a result. The circumstances of the two cases are quite different. Both were referred to the Department of Justice (DoJ) for potential prosecution. One has been declined and the other remains open. Each incident will be the

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subject of a separate Report of Investigation by the Office of Inspector General. One case, in November 2002, took place at [redacted] where COBALT the treatment resulted in the death of a detainee. In the second case, unauthorized techniques were used in the interrogation of an individual who died at Asadabad Base while under interrogation by an Agency contractor in June 2003. Agency officers did not normally conduct interrogations at that location. [redacted] the Agency officers involved lacked timely and adequate guidance, training, experience, supervision, or authorization, and did not exercise sound judgment.

259. (TS/ [redacted]) The Agency failed to issue in a timely manner comprehensive written guidelines for detention and interrogation activities. Although ad hoc guidance was provided to many officers through cables and briefings in the early months of detention and interrogation activities, the DCI Confinement and Interrogation Guidelines were not issued until January 2003, several months after initiation of interrogation activity and after many of the unauthorized activities had taken place. The DCI Guidelines do not address certain important issues [redacted]

260. (TS/ [redacted]) Such written guidance as does exist to address detentions and interrogations undertaken by Agency officers [redacted] is inadequate. The Directorate of Operations Handbook contains a single paragraph that is intended to guide officers [redacted]

[redacted] Neither this dated guidance nor general Agency guidelines on routine intelligence collection is adequate to instruct and protect Agency officers involved in contemporary interrogation activities, [redacted]

261. (TS/ [redacted]) During the interrogations of two detainees, the waterboard was used in a manner inconsistent with the written DoJ legal opinion of 1 August 2002. DoJ had stipulated that [redacted]

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its advice was based upon certain facts that the Agency had submitted to DoJ, observing, for example, that "... you (the Agency) have also orally informed us that although some of these techniques may be used with more than once [sic], that repetition will not be substantial because the techniques generally lose their effectiveness after several repetitions." One key Al-Qa'ida terrorist was subjected to the waterboard at least 183 times at 15 waterboard sessions during a two-week period and was denied sleep for a period of 180 hours. In this and another instance, the technique of application and volume of water used differed from the DoJ opinion.

262. (TS//) OMS provided comprehensive medical attention to detainees where EITs were employed with high value detainees, but did not provide adequate attention to detainees. Even after the death of a detainee OMS did not give sufficient attention and care to these detainees, and did not adequately document the medical care that was provided. OMS did not issue formal medical guidelines until April 2003. Per the advice of CTC/Legal, the OMS Guidelines were then issued as "draft" and remain so even after being re-issued in September 2003.

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263. (TS//) The Agency did not maintain an accounting of all detainees. Specifically, CTC did not ensure that, for every detainee, responsible personnel documented the circumstances of capture, basis for detention, specific interrogation techniques applied, intelligence provided, medical condition and treatment, and the location and status of the detainee throughout his detention. Accounting for detainees is improving because of the recent efforts of CTC.

264. (TS//) Agency officers report that reliance on analytical assessments that were unsupported by credible intelligence may have resulted in the application of EITs without justification. Some participants in the Program, particularly field interrogators, judge that CTC assessments to the effect that detainees are withholding information are not always supported by an objective

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evaluation of available information and the evaluation of the interrogators but are too heavily based, instead, on presumptions of what the individual might or should know.

265. (TS//) A few senior officers are concerned that compartmentation practices may be delaying the dissemination of information obtained from the interrogation of detainees to analysts and the FBI in a timely manner. They believe it possible to report useful intelligence while still protecting the existence and nature of the Program.

266. (TS//) The Agency faces potentially serious long-term political and legal challenges as a result of the CTC Detention and Interrogation Program, particularly its use of EITs and the inability of the U.S. Government to decide what it will ultimately do with terrorists detained by the Agency.

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RECOMMENDATIONS

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3. (S//NF) For the General Counsel. Within 10 days of receipt of this Review, submit in writing to the Department of Justice (DoJ) a request that DoJ provide the Agency, within 60 days, a formal, written legal opinion revalidating and modifying, as appropriate, the guidance provided on 1 August 2002, regarding the use of EITs. The updated opinion should reflect actual Agency experience and practices in the use of the techniques to date and expectations concerning the continued use of these techniques. For the protection of Agency officers, request of DoJ that the updated opinion specifically address the Agency's practice of using large numbers of repetitions of the waterboard on single individuals and a description of the techniques as applied in practice. The opinion

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should also address whether the application of standard or enhanced techniques by Agency officers is consistent with the undertaking accepted conditionally by the United States in Article 16 of the Torture Convention to prevent "cruel, inhuman or degrading treatment or punishment," and the potential consequences for Agency officers of any inconsistency. This Recommendation is significant.

4. (S//NF) For the DCI. In the event the Agency does not receive a written legal opinion satisfactorily addressing the matters raised in Recommendation 3 by the date requested, direct that EITs be implemented only within the parameters that were mutually understood by the Agency and DoJ on 1 August 2002, the date of the existing written opinion. This Recommendation is significant.

5. (TS//NF) For the DCI. Brief the President regarding the implementation of the Agency's detention and interrogation activities pursuant to the MON of 17 September 2001 or any other authorities, including the use of EITs and the fact that detainees have died. This Recommendation is significant.

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Tab A

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PROCEDURES AND RESOURCES

1. (TS/) A team, led by the Deputy Inspector General, and comprising the Assistant Inspector General for Investigations, the Counsel to the Inspector General, a senior Investigations Staff Manager, three Investigators, two Inspectors, an Auditor, a Research Assistant, and a Secretary participated in this Review.
2. (TS/) OIG tasked relevant components for all information regarding the treatment and interrogation of all individuals detained by or on behalf of CIA after 9/11. Agency components provided OIG with over 38,000 pages of documents. OIG conducted over 100 interviews with individuals who possessed potentially relevant information. We interviewed senior Agency management officials, including the DCI, the Deputy Director of Central Intelligence, the Executive Director, the General Counsel, and the Deputy Director for Operations. As new information developed, OIG re-interviewed several individuals.
3. (TS/) OIG personnel made site visits to the interrogation facilities. OIG personnel also visited an overseas Station to review 92 videotapes of interrogations of Abu Zubaydah

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Tab B

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Tab C

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U.S. Department of Justice

Office of Legal Counsel



Office of the Assistant Attorney General

Washington, D.C. 20530

August 1, 2002

Memorandum for John Rizzo
Acting General Counsel of the Central Intelligence Agency

Interrogation of al Qaeda Operative

You have asked for this Office's views on whether certain proposed conduct would violate the prohibition against torture found at Section 2340A of title 18 of the United States Code. You have asked for this advice in the course of conducting interrogations of Abu Zubaydah. As we understand it, Zubaydah is one of the highest ranking members of the al Qaeda terrorist organization, with which the United States is currently engaged in an international armed conflict following the attacks on the World Trade Center and the Pentagon on September 11, 2001. This letter memorializes our previous oral advice, given on July 24, 2002 and July 26, 2002, that the proposed conduct would not violate this prohibition.

I.

Our advice is based upon the following facts, which you have provided to us. We also understand that you do not have any facts in your possession contrary to the facts outlined here, and this opinion is limited to these facts. If these facts were to change, this advice would not necessarily apply. Zubaydah is currently being held by the United States. The interrogation team is certain that he has additional information that he refuses to divulge. Specifically, he is withholding information regarding terrorist networks in the United States or in Saudi Arabia and information regarding plans to conduct attacks within the United States or against our interests overseas. Zubaydah has become accustomed to a certain level of treatment and displays no signs of willingness to disclose further information. Moreover, your intelligence indicates that there is currently a level of "chatter" equal to that which preceded the September 11 attacks. In light of the information you believe Zubaydah has and the high level of threat you believe now exists, you wish to move the interrogations into what you have described as an "increased pressure phase."

As part of this increased pressure phase, Zubaydah will have contact only with a new interrogation specialist, whom he has not met previously, and the Survival, Evasion, Resistance, Escape ("SERE") training psychologist who has been involved with the interrogations since they began. This phase will likely last no more than several days but could last up to thirty days. In this phase, you would like to employ ten techniques that you believe will dislocate his

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expectations regarding the treatment he believes he will receive and encourage him to disclose the crucial information mentioned above. These ten techniques are: (1) attention grasp, (2) walling, (3) facial hold, (4) facial slap (insult slap), (5) cramped confinement, (6) wall standing, (7) stress positions, (8) sleep deprivation, (9) insects placed in a confinement box, and (10) the waterboard. You have informed us that the use of these techniques would be on an as-needed basis and that not all of these techniques will necessarily be used. The interrogation team would use these techniques in some combination to convince Zubaydah that the only way he can influence his surrounding environment is through cooperation. You have, however, informed us that you expect these techniques to be used in some sort of escalating fashion, culminating with the waterboard, though not necessarily ending with this technique. Moreover, you have also orally informed us that although some of these techniques may be used with more than once, that repetition will not be substantial because the techniques generally lose their effectiveness after several repetitions. You have also informed us that Zabaydah sustained a wound during his capture, which is being treated.

Based on the facts you have given us, we understand each of these techniques to be as follows. The attention grasp consists of grasping the individual with both hands; one hand on each side of the collar opening, in a controlled and quick motion. In the same motion as the grasp, the individual is drawn toward the interrogator.

For walling, a flexible false wall will be constructed. The individual is placed with his heels touching the wall. The interrogator pulls the individual forward and then quickly and firmly pushes the individual into the wall. It is the individual's shoulder blades that hit the wall. During this motion, the head and neck are supported with a rolled hood or towel that provides a c-collar effect to help prevent whiplash. To further reduce the probability of injury, the individual is allowed to rebound from the flexible wall. You have orally informed us that the false wall is in part constructed to create a loud sound when the individual hits it, which will further shock or surprise in the individual. In part, the idea is to create a sound that will make the impact seem far worse than it is and that will be far worse than any injury that might result from the action.

The facial hold is used to hold the head immobile. One open palm is placed on either side of the individual's face. The fingertips are kept well away from the individual's eyes.

With the facial slap or insult slap, the interrogator slaps the individual's face with fingers slightly spread. The hand makes contact with the area directly between the tip of the individual's chin and the bottom of the corresponding earlobe. The interrogator invades the individual's personal space. The goal of the facial slap is not to inflict physical pain that is severe or lasting. Instead, the purpose of the facial slap is to induce shock, surprise, and/or humiliation.

Cramped confinement involves the placement of the individual in a confined space, the dimensions of which restrict the individual's movement. The confined space is usually dark.

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The duration of confinement varies based upon the size of the container. For the larger confined space, the individual can stand up or sit down; the smaller space is large enough for the subject to sit down. Confinement in the larger space can last up to eighteen hours; for the smaller space, confinement lasts for no more than two hours.

Wall standing is used to induce muscle fatigue. The individual stands about four to five feet from a wall, with his feet spread approximately to shoulder width. His arms are stretched out in front of him, with his fingers resting on the wall. His fingers support all of his body weight. The individual is not permitted to move or reposition his hands or feet.

A variety of stress positions may be used. You have informed us that these positions are not designed to produce the pain associated with contortions or twisting of the body. Rather, somewhat like walling, they are designed to produce the physical discomfort associated with muscle fatigue. Two particular stress positions are likely to be used on Zubaydah: (1) sitting on the floor with legs extended straight out in front of him with his arms raised above his head; and (2) kneeling on the floor while leaning back at a 45 degree angle. You have also orally informed us that through observing Zubaydah in captivity, you have noted that he appears to be quite flexible despite his wound.

Sleep deprivation may be used. You have indicated that your purpose in using this technique is to reduce the individual's ability to think on his feet and, through the discomfort associated with lack of sleep, to motivate him to cooperate. The effect of such sleep deprivation will generally remit after one or two nights of uninterrupted sleep. You have informed us that your research has revealed that, in rare instances, some individuals who are already predisposed to psychological problems may experience abnormal reactions to sleep deprivation. Even in those cases, however, reactions abate after the individual is permitted to sleep. Moreover, personnel with medical training are available to and will intervene in the unlikely event of an abnormal reaction. You have orally informed us that you would not deprive Zubaydah of sleep for more than eleven days at a time and that you have previously kept him awake for 72 hours, from which no mental or physical harm resulted.

You would like to place Zubaydah in a cramped confinement box with an insect. You have informed us that he appears to have a fear of insects. In particular, you would like to tell Zubaydah that you intend to place a stinging insect into the box with him. You would, however, place a harmless insect in the box. You have orally informed us that you would in fact place a harmless insect such as a caterpillar in the box with him. Your goal in so doing is to use his fears to increase his sense of dread and motivate him to avoid the box in the future by cooperating with interrogators.

Finally, you would like to use a technique called the "waterboard." In this procedure, the individual is bound securely to an inclined bench, which is approximately four feet by seven feet. The individual's feet are generally elevated. A cloth is placed over the forehead and eyes. Water.

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is then applied to the cloth in a controlled manner. As this is done, the cloth is lowered until it covers both the nose and mouth. Once the cloth is saturated and completely covers the mouth and nose, air flow is slightly restricted for 20 to 40 seconds due to the presence of the cloth. This causes an increase in carbon dioxide level in the individual's blood. This increase in the carbon dioxide level stimulates increased effort to breathe. This effort plus the cloth produces the perception of "suffocation and incipient panic," i.e., the perception of drowning. The individual does not breathe any water into his lungs. During those 20 to 40 seconds, water is continuously applied from a height of twelve to twenty-four inches. After this period, the cloth is lifted, and the individual is allowed to breathe unimpeded for three or four full breaths. The sensation of drowning is immediately relieved by the removal of the cloth. The procedure may then be repeated. The water is usually applied from a canteen cup or small watering can with a spout. You have orally informed us that this procedure triggers an automatic physiological sensation of drowning that the individual cannot control even though he may be aware that he is in fact not drowning. You have also orally informed us that it is likely that this procedure would not last more than 20 minutes in any one application.

We also understand that a medical expert with SERE experience will be present throughout this phase and that the procedures will be stopped if deemed medically necessary to prevent severe mental or physical harm to Zubaydah. As mentioned above, Zubaydah suffered an injury during his capture. You have informed us that steps will be taken to ensure that this injury is not in any way exacerbated by the use of these methods and that adequate medical attention will be given to ensure that it will heal properly.

II.

In this part, we review the context within which these procedures will be applied. You have informed us that you have taken various steps to ascertain what effect, if any, these techniques would have on Zubaydah's mental health. These same techniques, with the exception of the insect in the cramped confined space, have been used and continue to be used on some members of our military personnel during their SERE training. Because of the use of these procedures in training our own military personnel to resist interrogations, you have consulted with various individuals who have extensive experience in the use of these techniques. You have done so in order to ensure that no prolonged mental harm would result from the use of these proposed procedures.

Through your consultation with various individuals responsible for such training, you have learned that these techniques have been used as elements of a course of conduct without any reported incident of prolonged mental harm. [redacted] of the SERE school, [redacted] has reported that, during the seven-year period that he spent in those positions, there were two requests from Congress for information concerning alleged injuries resulting from the training. One of these inquiries was prompted by the temporary physical injury a trainee sustained as result of being placed in a

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confinement box. The other inquiry involved claims that the SERE training caused two individuals to engage in criminal behavior, namely, felony shoplifting and downloading child pornography onto a military computer. According to this official, these claims were found to be baseless. Moreover, he has indicated that during the three and a half years he spent as [redacted] of the SERE program, he trained 10,000 students. Of those students, only two dropped out of the training following the use of these techniques. Although on rare occasions some students temporarily postponed the remainder of their training and received psychological counseling, those students were able to finish the program without any indication of subsequent mental health effects.

You have informed us that you have consulted with [redacted] who has ten years of experience with SERE training [redacted]

[redacted] He stated that, during those ten years, insofar as he is aware, none of the individuals who completed the program suffered any adverse mental health effects. He informed you that there was one person who did not complete the training. That person experienced an adverse mental health reaction that lasted only two hours. After those two hours, the individual's symptoms spontaneously dissipated without requiring treatment or counseling and no other symptoms were ever reported by this individual. According to the information you have provided to us, this assessment of the use of these procedures includes the use of the waterboard.

Additionally, you received a memorandum from the [redacted] which you supplied to us. [redacted] has experience with the use of all of these procedures in a course of conduct, with the exception of the insect in the confinement box and the waterboard. This memorandum confirms that the use of these procedures has not resulted in any reported instances of prolonged mental harm, and very few instances of immediate and temporary adverse psychological responses to the training. [redacted] reported that a small minority of students have had temporary adverse psychological reactions during training. Of the 26,829 students trained from 1992 through 2001 in the Air Force SERE training, 4.3 percent of those students had contact with psychology services. Of those 4.3 percent, only 3.2 percent were pulled from the program for psychological reasons. Thus, out of the students trained overall, only 0.14 percent were pulled from the program for psychological reasons. Furthermore, although [redacted] indicated that surveys of students having completed this training are not done, he expressed confidence that the training did not cause any long-term psychological impact. He based his conclusion on the debriefing of students that is done after the training. More importantly, he based this assessment on the fact that although training is required to be extremely stressful in order to be effective, very few complaints have been made regarding the training. During his tenure, in which 10,000 students were trained, no congressional complaints have been made. While there was one Inspector General complaint, it was not due to psychological concerns. Moreover, he was aware of only one letter inquiring about the long-term impact of these techniques from an individual trained [redacted]

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over twenty years ago. He found that it was impossible to attribute this individual's symptoms to his training. [redacted] concluded that if there are any long-term psychological effects of the United States Air Force training using the procedures outlined above they "are certainly minimal."

With respect to the waterboard, you have also orally informed us that the Navy continues to use it in training. You have informed us that your on-site psychologists, who have extensive experience with the use of the waterboard in Navy training, have not encountered any significant long-term mental health consequences from its use. Your on-site psychologists have also indicated that JPRA has likewise not reported any significant long-term mental health consequences from the use of the waterboard. You have informed us that other services ceased use of the waterboard because it was so successful as an interrogation technique, but not because of any concerns over any harm, physical or mental, caused by it. It was also reported to be almost 100 percent effective in producing cooperation among the trainees. [redacted] also indicated that he had observed the use of the waterboard in Navy training some ten to twelve times. Each time it resulted in cooperation but it did not result in any physical harm to the student.

You have also reviewed the relevant literature and found no empirical data on the effect of these techniques, with the exception of sleep deprivation. With respect to sleep deprivation, you have informed us that is not uncommon for someone to be deprived of sleep for 72 hours and still perform excellently on visual-spatial motor tasks and short-term memory tests. Although some individuals may experience hallucinations, according to the literature you surveyed, those who experience such psychotic symptoms have almost always had such episodes prior to the sleep deprivation. You have indicated the studies of lengthy sleep deprivation showed no psychosis, loosening of thoughts, flattening of emotions, delusions, or paranoid ideas. In one case, even after eleven days of deprivation, no psychosis or permanent brain damage occurred. In fact the individual reported feeling almost back to normal after one night's sleep. Further, based on the experiences with its use in military training (where it is induced for up to 48 hours), you found that rarely, if ever, will the individual suffer harm after the sleep deprivation is discontinued. Instead, the effects remit after a few good nights of sleep.

You have taken the additional step of consulting with U.S. interrogations experts, and other individuals with oversight over the SERE training process. None of these individuals was aware of any prolonged psychological effect caused by the use of any of the above techniques either separately or as a course of conduct. Moreover, you consulted with outside psychologists who reported that they were unaware of any cases where long-term problems have occurred as a result of these techniques.

Moreover, in consulting with a number of mental health experts, you have learned that the effect of any of these procedures will be dependant on the individual's personal history, cultural history and psychological tendencies. To that end, you have informed us that you have

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completed a psychological assessment of Zubaydah. This assessment is based on interviews with Zubaydah, observations of him, and information collected from other sources such as intelligence and press reports. Our understanding of Zubaydah's psychological profile, which we set forth below, is based on that assessment.

According to this assessment, Zubaydah, though only 31, rose quickly from very low level mujahedin to third or fourth man in al Qaeda. He has served as Usama Bin Laden's senior lieutenant. In that capacity, he has managed a network of training camps. He has been instrumental in the training of operatives for al Qaeda, the Egyptian Islamic Jihad, and other terrorist elements inside Pakistan and Afghanistan. He acted as the Deputy Camp Commander for al Qaeda training camp in Afghanistan, personally approving entry and graduation of all trainees during 1999-2000. From 1996 until 1999, he approved all individuals going in and out of Afghanistan to the training camps. Further, no one went in and out of Peshawar, Pakistan without his knowledge and approval. He also acted as al Qaeda's coordinator of external contacts and foreign communications. Additionally, he has acted as al Qaeda's counter-intelligence officer and has been trusted to find spies within the organization.

Zubaydah has been involved in every major terrorist operation carried out by al Qaeda. He was a planner for the Millennium plot to attack U.S. and Israeli targets during the Millennium celebrations in Jordan. Two of the central figures in this plot who were arrested have identified Zubaydah as the supporter of their cell and the plot. He also served as a planner for the Paris Embassy plot in 2001. Moreover, he was one of the planners of the September 11 attacks. Prior to his capture, he was engaged in planning future terrorist attacks against U.S. interests.

Your psychological assessment indicates that it is believed Zubaydah wrote al Qaeda's manual on resistance techniques. You also believe that his experiences in al Qaeda make him well-acquainted with and well-versed in such techniques. As part of his role in al Qaeda, Zubaydah visited individuals in prison and helped them upon their release. Through this contact and activities with other al Qaeda mujahedin, you believe that he knows many stories of capture, interrogation, and resistance to such interrogation. Additionally, he has spoken with Ayman al-Zawahiri, and you believe it is likely that the two discussed Zawahiri's experiences as a prisoner of the Russians and the Egyptians.

Zubaydah stated during interviews that he thinks of any activity outside of jihad as "silly." He has indicated that his heart and mind are devoted to serving Allah and Islam through jihad and he has stated that he has no doubts or regrets about committing himself to jihad. Zubaydah believes that the global victory of Islam is inevitable. You have informed us that he continues to express his unabated desire to kill Americans and Jews.

Your psychological assessment describes his personality as follows. He is "a highly self-directed individual who prizes his independence." He has "narcissistic features," which are evidenced in the attention he pays to his personal appearance and his "obvious 'efforts' to

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demonstrate that he is really a rather 'humble and regular guy.'" He is "somewhat compulsive" in how he organizes his environment and business. He is confident, self-assured, and possesses an air of authority. While he admits to at times wrestling with how to determine who is an "innocent," he has acknowledged celebrating the destruction of the World Trade Center. He is intelligent and intellectually curious. He displays "excellent self-discipline." The assessment describes him as a perfectionist, persistent, private, and highly capable in his social interactions. He is very guarded about opening up to others and your assessment repeatedly emphasizes that he tends not to trust others easily. He is also "quick to recognize and assess the moods and motivations of others." Furthermore, he is proud of his ability to lie and deceive others successfully. Through his deception he has, among other things, prevented the location of al Qaeda safehouses and even acquired a United Nations refugee identification card.

According to your reports, Zubaydah does not have any pre-existing mental conditions or problems that would make him likely to suffer prolonged mental harm from your proposed interrogation methods. Through reading his diaries and interviewing him, you have found no history of "mood disturbance or other psychiatric pathology[,] "thought disorder[,] . . . enduring mood or mental health problems." He is in fact "remarkably resilient and confident that he can overcome adversity." When he encounters stress or low mood, this appears to last only for a short time. He deals with stress by assessing its source, evaluating the coping resources available to him, and then taking action. Your assessment notes that he is "generally self-sufficient and relies on his understanding and application of religious and psychological principles, intelligence and discipline to avoid and overcome problems." Moreover, you have found that he has a "reliable and durable support system" in his faith, "the blessings of religious leaders, and camaraderie of like-minded mujahedin brothers." During detention, Zubaydah has managed his mood, remaining at most points "circumspect, calm, controlled, and deliberate." He has maintained this demeanor during aggressive interrogations and reductions in sleep. You describe that in an initial confrontational incident, Zubaydah showed signs of sympathetic nervous system arousal, which you think was possibly fear. Although this incident led him to disclose intelligence information, he was able to quickly regain his composure, his air of confidence, and his "strong resolve" not to reveal any information.

Overall, you summarize his primary strengths as the following: ability to focus, goal-directed discipline, intelligence, emotional resilience, street savvy, ability to organize and manage people, keen observation skills, fluid adaptability (can anticipate and adapt under duress and with minimal resources), capacity to assess and exploit the needs of others, and ability to adjust goals to emerging opportunities.

You anticipate that he will draw upon his vast knowledge of interrogation techniques to cope with the interrogation. Your assessment indicates that Zubaydah may be willing to die to protect the most important information that he holds. Nonetheless, you are of the view that his belief that Islam will ultimately dominate the world and that this victory is inevitable may provide the chance that Zubaydah will give information and rationalize it solely as a temporary

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setback. Additionally, you believe he may be willing to disclose some information, particularly information he deems to not be critical, but which may ultimately be useful to us when pieced together with other intelligence information you have gained.

III

Section 2340A makes it a criminal offense for any person "outside of the United States [to] commit[] or attempt[] to commit torture." Section 2340(1) defines torture as:

an act committed by a person acting under the color of law specifically intended to inflict severe physical or mental pain or suffering (other than pain or suffering incidental to lawful sanctions) upon another person within his custody of physical control.

18 U.S.C. § 2340(1). As we outlined in our opinion on standards of conduct under Section 2340A, a violation of 2340A requires a showing that: (1) the torture occurred outside the United States; (2) the defendant acted under the color of law; (3) the victim was within the defendant's custody or control; (4) the defendant specifically intended to inflict severe pain or suffering; and (5) that the act inflicted severe pain or suffering. *See* Memorandum for John Rizzo, Acting General Counsel for the Central Intelligence Agency, from Jay S. Bybee, Assistant Attorney General, Office of Legal Counsel, *Re: Standards of Conduct for Interrogation under 18 U.S.C. §§ 2340–2340A* at 3 (August 1, 2002) ("Section 2340A Memorandum"). You have asked us to assume that Zubaydah is being held outside the United States, Zubaydah is within U.S. custody, and the interrogators are acting under the color of law. At issue is whether the last two elements would be met by the use of the proposed procedures, namely, whether those using these procedures would have the requisite mental state and whether these procedures would inflict severe pain or suffering within the meaning of the statute.

Severe Pain or Suffering. In order for pain or suffering to rise to the level of torture, the statute requires that it be severe. As we have previously explained, this reaches only extreme acts. *See id.* at 13. Nonetheless, drawing upon cases under the Torture Victim Protection Act (TVPA), which has a definition of torture that is similar to Section 2340's definition, we found that a single event of sufficiently intense pain may fall within this prohibition. *See id.* at 26. As a result, we have analyzed each of these techniques separately. In further drawing upon those cases, we also have found that courts tend to take a totality-of-the-circumstances approach and consider an entire course of conduct to determine whether torture has occurred. *See id.* at 27. Therefore, in addition to considering each technique separately, we consider them together as a course of conduct.

Section 2340 defines torture as the infliction of severe physical or mental pain or suffering. We will consider physical pain and mental pain separately. *See* 18 U.S.C. § 2340(1). With respect to *physical* pain, we previously concluded that "severe pain" within the meaning of

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Section 2340 is pain that is difficult for the individual to endure and is of an intensity akin to the pain accompanying serious physical injury. See Section 2340A Memorandum at 6. Drawing upon the TVPA precedent, we have noted that examples of acts inflicting severe pain that typify torture are, among other things, severe beatings with weapons such as clubs, and the burning of prisoners. See *id.* at 24. We conclude below that none of the proposed techniques inflicts such pain.

The facial hold and the attention grasp involve no physical pain. In the absence of such pain it is obvious that they cannot be said to inflict severe physical pain or suffering. The stress positions and wall standing both may result in muscle fatigue. Each involves the sustained holding of a position. In wall standing, it will be holding a position in which all of the individual's body weight is placed on his finger tips. The stress positions will likely include sitting on the floor with legs extended straight out in front and arms raised above the head, and kneeling on the floor and leaning back at a 45 degree angle. Any pain associated with muscle fatigue is not of the intensity sufficient to amount to "severe physical pain or suffering" under the statute, nor, despite its discomfort, can it be said to be difficult to endure. Moreover, you have orally informed us that no stress position will be used that could interfere with the healing of Zubaydah's wound. Therefore, we conclude that these techniques involve discomfort that falls far below the threshold of severe physical pain.

Similarly, although the confinement boxes (both small and large) are physically uncomfortable because their size restricts movement, they are not so small as to require the individual to contort his body to sit (small box) or stand (large box). You have also orally informed us that despite his wound, Zubaydah remains quite flexible, which would substantially reduce any pain associated with being placed in the box. We have no information from the medical experts you have consulted that the limited duration for which the individual is kept in the boxes causes any substantial physical pain. As a result, we do not think the use of these boxes can be said to cause pain that is of the intensity associated with serious physical injury.

The use of one of these boxes with the introduction of an insect does not alter this assessment. As we understand it, no actually harmful insect will be placed in the box. Thus, though the introduction of an insect may produce trepidation in Zubaydah (which we discuss below), it certainly does not cause physical pain.

As for sleep deprivation, it is clear that depriving someone of sleep does not involve severe physical pain within the meaning of the statute. While sleep deprivation may involve some physical discomfort, such as the fatigue or the discomfort experienced in the difficulty of keeping one's eyes open, these effects remit after the individual is permitted to sleep. Based on the facts you have provided us, we are not aware of any evidence that sleep deprivation results in severe physical pain or suffering. As a result, its use does not violate Section 2340A.

Even those techniques that involve physical contact between the interrogator and the

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individual do not result in severe pain. The facial slap and walling contain precautions to ensure that no pain even approaching this level results. The slap is delivered with fingers slightly spread, which you have explained to us is designed to be less painful than a closed-hand slap. The slap is also delivered to the fleshy part of the face, further reducing any risk of physical damage or serious pain. The facial slap does not produce pain that is difficult to endure. Likewise, walling involves quickly pulling the person forward and then thrusting him against a flexible false wall. You have informed us that the sound of hitting the wall will actually be far worse than any possible injury to the individual. The use of the rolled towel around the neck also reduces any risk of injury. While it may hurt to be pushed against the wall, any pain experienced is not of the intensity associated with serious physical injury.

As we understand it, when the waterboard is used, the subject's body responds as if the subject were drowning—even though the subject may be well aware that he is in fact not drowning. You have informed us that this procedure does not inflict actual physical harm. Thus, although the subject may experience the fear or panic associated with the feeling of drowning, the waterboard does not inflict physical pain. As we explained in the Section 2340A Memorandum, "pain and suffering" as used in Section 2340 is best understood as a single concept, not distinct concepts of "pain" as distinguished from "suffering." See Section 2340A Memorandum at 6 n.3. The waterboard, which inflicts no pain or actual harm whatsoever, does not, in our view inflict "severe pain or suffering." Even if one were to parse the statute more finely to attempt to treat "suffering" as a distinct concept, the waterboard could not be said to inflict severe suffering. The waterboard is simply a controlled acute episode, lacking the connotation of a protracted period of time generally given to suffering.

Finally, as we discussed above, you have informed us that in determining which procedures to use and how you will use them, you have selected techniques that will not harm Zubaydah's wound. You have also indicated that numerous steps will be taken to ensure that none of these procedures in any way interferes with the proper healing of Zubaydah's wound. You have also indicated that, should it appear at any time that Zubaydah is experiencing severe pain or suffering, the medical personnel on hand will stop the use of any technique.

Even when all of these methods are considered combined in an overall course of conduct, they still would not inflict severe physical pain or suffering. As discussed above, a number of these acts result in no physical pain, others produce only physical discomfort. You have indicated that these acts will not be used with substantial repetition, so that there is no possibility that severe physical pain could arise from such repetition. Accordingly, we conclude that these acts neither separately nor as part of a course of conduct would inflict severe physical pain or suffering within the meaning of the statute.

We next consider whether the use of these techniques would inflict severe *mental* pain or suffering within the meaning of Section 2340. Section 2340 defines severe mental pain or suffering as "the prolonged mental harm caused by or resulting from" one of several predicate

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acts. 18 U.S.C. § 2340(2). Those predicate acts are: (1) the intentional infliction or threatened infliction of severe physical pain or suffering; (2) the administration or application, or threatened administration or application of mind-altering substances or other procedures calculated to disrupt profoundly the senses or the personality; (3) the threat of imminent death; or (4) the threat that any of the preceding acts will be done to another person. *See* 18 U.S.C. § 2340(2)(A)-(D). As we have explained, this list of predicate acts is exclusive. *See* Section 2340A Memorandum at 8. No other acts can support a charge under Section 2340A based on the infliction of severe mental pain or suffering. *See id.* Thus, if the methods that you have described do not either in and of themselves constitute one of these acts or as a course of conduct fulfill the predicate act requirement, the prohibition has not been violated. *See id.* Before addressing these techniques, we note that it is plain that none of these procedures involves a threat to any third party, the use of any kind of drugs, or for the reasons described above, the infliction of severe physical pain. Thus, the question is whether any of these acts, separately or as a course of conduct, constitutes a threat of severe physical pain or suffering, a procedure designed to disrupt profoundly the senses, or a threat of imminent death. As we previously explained, whether an action constitutes a threat must be assessed from the standpoint of a reasonable person in the subject's position. *See id.* at 9.

No argument can be made that the attention grasp or the facial hold constitute threats of imminent death or are procedures designed to disrupt profoundly the senses or personality. In general the grasp and the facial hold will startle the subject, produce fear, or even insult him. As you have informed us, the use of these techniques is not accompanied by a specific verbal threat of severe physical pain or suffering. To the extent that these techniques could be considered a threat of severe physical pain or suffering, such a threat would have to be inferred from the acts themselves. Because these actions themselves involve no pain, neither could be interpreted by a reasonable person in Zubaydah's position to constitute a threat of severe pain or suffering. Accordingly, these two techniques are not predicate acts within the meaning of Section 2340.

The facial slap likewise falls outside the set of predicate acts. It plainly is not a threat of imminent death, under Section 2340(2)(C), or a procedure designed to disrupt profoundly the senses or personality, under Section 2340(2)(B). Though it may hurt, as discussed above, the effect is one of smarting or stinging and surprise or humiliation, but not severe pain. Nor does it alone constitute a threat of severe pain or suffering, under Section 2340(2)(A). Like the facial hold and the attention grasp, the use of this slap is not accompanied by a specific verbal threat of further escalating violence. Additionally, you have informed us that in one use this technique will typically involve at most two slaps. Certainly, the use of this slap may dislodge any expectation that Zubaydah had that he would not be touched in a physically aggressive manner. Nonetheless, this alteration in his expectations could hardly be construed by a reasonable person in his situation to be tantamount to a threat of severe physical pain or suffering. At most, this technique suggests that the circumstances of his confinement and interrogation have changed. Therefore, the facial slap is not within the statute's exclusive list of predicate acts.

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Walling plainly is not a procedure calculated to disrupt profoundly the senses or personality. While walling involves what might be characterized as rough handling, it does not involve the threat of imminent death or, as discussed above, the infliction of severe physical pain. Moreover, once again we understand that use of this technique will not be accompanied by any specific verbal threat that violence will ensue absent cooperation. Thus, like the facial slap, walling can only constitute a threat of severe physical pain if a reasonable person would infer such a threat from the use of the technique itself. Walling does not in and of itself inflict severe pain or suffering. Like the facial slap, walling may alter the subject's expectation as to the treatment he believes he will receive. Nonetheless, the character of the action falls so far short of inflicting severe pain or suffering within the meaning of the statute that even if he inferred that greater aggressiveness was to follow, the type of actions that could be reasonably be anticipated would still fall below anything sufficient to inflict severe physical pain or suffering under the statute. Thus, we conclude that this technique falls outside the proscribed predicate acts.

Like walling, stress positions and wall-standing are not procedures calculated to disrupt profoundly the senses, nor are they threats of imminent death. These procedures, as discussed above, involve the use of muscle fatigue to encourage cooperation and do not themselves constitute the infliction of severe physical pain or suffering. Moreover, there is no aspect of violence to either technique that remotely suggests future severe pain or suffering from which such a threat of future harm could be inferred. They simply involve forcing the subject to remain in uncomfortable positions. While these acts may indicate to the subject that he may be placed in these positions again if he does not disclose information, the use of these techniques would not suggest to a reasonable person in the subject's position that he is being threatened with severe pain or suffering. Accordingly, we conclude that these two procedures do not constitute any of the predicate acts set forth in Section 2340(2).

As with the other techniques discussed so far, cramped confinement is not a threat of imminent death. It may be argued that, focusing in part on the fact that the boxes will be without light, placement in these boxes would constitute a procedure designed to disrupt profoundly the senses. As we explained in our recent opinion, however, to "disrupt profoundly the senses" a technique must produce an extreme effect in the subject. See Section 2340A Memorandum at 10-12. We have previously concluded that this requires that the procedure cause substantial interference with the individual's cognitive abilities or fundamentally alter his personality. See *id.* at 11. Moreover, the statute requires that such procedures must be calculated to produce this effect. See *id.* at 10; 18 U.S.C. § 2340(2)(B).

With respect to the small confinement box, you have informed us that he would spend at most two hours in this box. You have informed us that your purpose in using these boxes is not to interfere with his senses or his personality, but to cause him physical discomfort that will encourage him to disclose critical information. Moreover, your imposition of time limitations on the use of either of the boxes also indicates that the use of these boxes is not designed or calculated to disrupt profoundly the senses or personality. For the larger box, in which he can

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both stand and sit, he may be placed in this box for up to eighteen hours at a time, while you have informed us that he will never spend more than an hour at time in the smaller box. These time limits further ensure that no profound disruption of the senses or personality, were it even possible, would result. As such, the use of the confinement boxes does not constitute a procedure calculated to disrupt profoundly the senses or personality.

Nor does the use of the boxes threaten Zubaydah with severe physical pain or suffering. While additional time spent in the boxes may be threatened, their use is not accompanied by any express threats of severe physical pain or suffering. Like the stress positions and walling, placement in the boxes is physically uncomfortable but any such discomfort does not rise to the level of severe physical pain or suffering. Accordingly, a reasonable person in the subject's position would not infer from the use of this technique that severe physical pain is the next step in his interrogator's treatment of him. Therefore, we conclude that the use of the confinement boxes does not fall within the statute's required predicate acts.

In addition to using the confinement boxes alone, you also would like to introduce an insect into one of the boxes with Zubaydah. As we understand it, you plan to inform Zubaydah that you are going to place a stinging insect into the box, but you will actually place a harmless insect in the box, such as a caterpillar. If you do so, to ensure that you are outside the predicate act requirement, you must inform him that the insects will not have a sting that would produce death or severe pain. If, however, you were to place the insect in the box without informing him that you are doing so, then, in order to not commit a predicate act, you should not affirmatively lead him to believe that any insect is present which has a sting that could produce severe pain or suffering or even cause his death. While placing the insect in the box may certainly play upon fears that you believe that Zubaydah may harbor regarding insects, so long as you take either of the approaches we have described, the insect's placement in the box would not constitute a threat of severe physical pain or suffering to a reasonable person in his position. An individual placed in a box, even an individual with a fear of insects, would not reasonably feel threatened with severe physical pain or suffering if a caterpillar was placed in the box. Further, you have informed us that you are not aware that Zubaydah has any allergies to insects, and you have not informed us of any other factors that would cause a reasonable person in that same situation to believe that an unknown insect would cause him severe physical pain or death. Thus, we conclude that the placement of the insect in the confinement box with Zubaydah would not constitute a predicate act.

Sleep deprivation also clearly does not involve a threat of imminent death. Although it produces physical discomfort, it cannot be said to constitute a threat of severe physical pain or suffering from the perspective of a reasonable person in Zubaydah's position. Nor could sleep deprivation constitute a procedure calculated to disrupt profoundly the senses, so long as sleep deprivation (as you have informed us is your intent) is used for limited periods, before hallucinations or other profound disruptions of the senses would occur. To be sure, sleep deprivation may reduce the subject's ability to think on his feet. Indeed, you indicate that this is

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the intended result. His mere reduced ability to evade your questions and resist answering does not, however, rise to the level of disruption required by the statute. As we explained above, a disruption within the meaning of the statute is an extreme one, substantially interfering with an individual's cognitive abilities, for example, inducing hallucinations, or driving him to engage in uncharacteristic self-destructive behavior. *See infra* 13; Section 2340A Memorandum at 11. Therefore, the limited use of sleep deprivation does not constitute one of the required predicate acts.

We find that the use of the waterboard constitutes a threat of imminent death. As you have explained the waterboard procedure to us, it creates in the subject the uncontrollable physiological sensation that the subject is drowning. Although the procedure will be monitored by personnel with medical training and extensive SERE school experience with this procedure who will ensure the subject's mental and physical safety, the subject is not aware of any of these precautions. From the vantage point of any reasonable person undergoing this procedure in such circumstances, he would feel as if he is drowning at very moment of the procedure due to the uncontrollable physiological sensation he is experiencing. Thus, this procedure cannot be viewed as too uncertain to satisfy the imminence requirement. Accordingly, it constitutes a threat of imminent death and fulfills the predicate act requirement under the statute.

Although the waterboard constitutes a threat of imminent death, prolonged mental harm must nonetheless result to violate the statutory prohibition on infliction of severe mental pain or suffering. *See* Section 2340A Memorandum at 7. We have previously concluded that prolonged mental harm is mental harm of some lasting duration, e.g., mental harm lasting months or years. *See id.* Prolonged mental harm is not simply the stress experienced in, for example, an interrogation by state police. *See id.* Based on your research into the use of these methods at the SERE school and consultation with others with expertise in the field of psychology and interrogation, you do not anticipate that any prolonged mental harm would result from the use of the waterboard. Indeed, you have advised us that the relief is almost immediate when the cloth is removed from the nose and mouth. In the absence of prolonged mental harm, no severe mental pain or suffering would have been inflicted, and the use of these procedures would not constitute torture within the meaning of the statute.

When these acts are considered as a course of conduct, we are unsure whether these acts may constitute a threat of severe physical pain or suffering. You have indicated to us that you have not determined either the order or the precise timing for implementing these procedures. It is conceivable that these procedures could be used in a course of escalating conduct, moving incrementally and rapidly from least physically intrusive, e.g., facial hold, to the most physical contact, e.g., walling or the waterboard. As we understand it, based on his treatment so far, Zubaydah has come to expect that no physical harm will be done to him. By using these techniques in increasing intensity and in rapid succession, the goal would be to dislodge this expectation. Based on the facts you have provided to us, we cannot say definitively that the entire course of conduct would cause a reasonable person to believe that he is being threatened

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with severe pain or suffering within the meaning of section 2340. On the other hand, however, under certain circumstances—for example, rapid escalation in the use of these techniques culminating in the waterboard (which we acknowledge constitutes a threat of imminent death) accompanied by verbal or other suggestions that physical violence will follow—might cause a reasonable person to believe that they are faced with such a threat. Without more information, we are uncertain whether the course of conduct would constitute a predicate act under Section 2340(2).

Even if the course of conduct were thought to pose a threat of physical pain or suffering, it would nevertheless—on the facts before us—not constitute a violation of Section 2340A. Not only must the course of conduct be a predicate act, but also those who use the procedure must actually cause prolonged mental harm. Based on the information that you have provided to us, indicating that no evidence exists that this course of conduct produces any prolonged mental harm, we conclude that a course of conduct using these procedures and culminating in the waterboard would not violate Section 2340A.

Specific Intent. To violate the statute, an individual must have the specific intent to inflict severe pain or suffering. Because specific intent is an element of the offense, the absence of specific intent negates the charge of torture. As we previously opined, to have the required specific intent, an individual must expressly intend to cause such severe pain or suffering. See Section 2340A Memorandum at 3 citing *Carter v. United States*, 530 U.S. 255, 267 (2000). We have further found that if a defendant acts with the good faith belief that his actions will not cause such suffering, he has not acted with specific intent. See *id.* at 4 citing *South Atl. Lmtd. Ptrshp. of Tenn. v. Reise*, 218 F.3d 518, 531 (4th Cir. 2002). A defendant acts in good faith when he has an honest belief that his actions will not result in severe pain or suffering. See *id.* citing *Cheek v. United States*, 498 U.S. 192, 202 (1991). Although an honest belief need not be reasonable, such a belief is easier to establish where there is a reasonable basis for it. See *id.* at 5. Good faith may be established by, among other things, the reliance on the advice of experts. See *id.* at 8.

Based on the information you have provided us, we believe that those carrying out these procedures would not have the specific intent to inflict severe physical pain or suffering. The objective of these techniques is not to cause severe physical pain. First, the constant presence of personnel with medical training who have the authority to stop the interrogation should it appear it is medically necessary indicates that it is not your intent to cause severe physical pain. The personnel on site have extensive experience with these specific techniques as they are used in SERE school training. Second, you have informed us that you are taking steps to ensure that Zubaydah's injury is not worsened or his recovery impeded by the use of these techniques.

Third, as you have described them to us, the proposed techniques involving physical contact between the interrogator and Zubaydah actually contain precautions to prevent any serious physical harm to Zubaydah. In "walling," a rolled hood or towel will be used to prevent

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whiplash and he will be permitted to rebound from the flexible wall to reduce the likelihood of injury. Similarly, in the "facial hold," the fingertips will be kept well away from the his eyes to ensure that there is no injury to them. The purpose of that facial hold is not injure him but to hold the head immobile. Additionally, while the stress positions and wall standing will undoubtedly result in physical discomfort by tiring the muscles, it is obvious that these positions are not intended to produce the kind of extreme pain required by the statute.

Furthermore, no specific intent to cause severe mental pain or suffering appears to be present. As we explained in our recent opinion, an individual must have the specific intent to cause prolonged mental harm in order to have the specific intent to inflict severe mental pain or suffering. See Section 2340A Memorandum at 8. Prolonged mental harm is substantial mental harm of a sustained duration, e.g., harm lasting months or even years after the acts were inflicted upon the prisoner. As we indicated above, a good faith belief can negate this element. Accordingly, if an individual conducting the interrogation has a good faith belief that the procedures he will apply, separately or together, would not result in prolonged mental harm, that individual lacks the requisite specific intent. This conclusion concerning specific intent is further bolstered by the due diligence that has been conducted concerning the effects of these interrogation procedures.

The mental health experts that you have consulted have indicated that the psychological impact of a course of conduct must be assessed with reference to the subject's psychological history and current mental health status: The healthier the individual, the less likely that the use of any one procedure or set of procedures as a course of conduct will result in prolonged mental harm. A comprehensive psychological profile of Zubaydah has been created. In creating this profile, your personnel drew on direct interviews, Zubaydah's diaries, observation of Zubaydah since his capture, and information from other sources such as other intelligence and press reports. You found that Zubaydah has no history of mental health problems. Your profile further emphasizes that, in addition to his excellent mental health history, he is quite resilient. Not only is Zubaydah resilient, but you have also found that he has in place a durable support system through his faith, the blessings of religious leaders, and the camaraderie he has experienced with those who have taken up the cause with him. Based on this remarkably healthy profile, you have concluded that he would not experience any mental harm of sustained duration from the use of these techniques, either separately or as a course of conduct.

As we indicated above, you have informed us that your proposed interrogation methods have been used and continue to be used in SERE training. It is our understanding that these techniques are not used one by one in isolation, but as a full course of conduct to resemble a real interrogation. Thus, the information derived from SERE training bears both upon the impact of the use of the individual techniques and upon their use as a course of conduct. You have found that the use of these methods together or separately, including the use of the waterboard, has not resulted in any negative long-term mental health consequences. The continued use of these methods without mental health consequences to the trainees indicates that it is highly improbable

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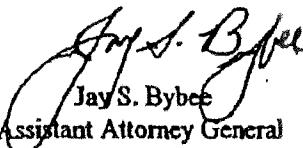
that such consequences would result here. Because you have conducted the due diligence to determine that these procedures, either alone or in combination, do not produce prolonged mental harm, we believe that you do not meet the specific intent requirement necessary to violate Section 2340A.

You have also informed us that you have reviewed the relevant literature on the subject, and consulted with outside psychologists. Your review of the literature uncovered no empirical data on the use of these procedures, with the exception of sleep deprivation for which no long-term health consequences resulted. The outside psychologists with whom you consulted indicated were unaware of any cases where long-term problems have occurred as a result of these techniques.

As described above, it appears you have conducted an extensive inquiry to ascertain what impact, if any, these procedures individually and as a course of conduct would have on Zubaydah. You have consulted with interrogation experts, including those with substantial SERE school experience, consulted with outside psychologists, completed a psychological assessment and reviewed the relevant literature on this topic. Based on this inquiry, you believe that the use of the procedures, including the waterboard, and as a course of conduct would not result in prolonged mental harm. Reliance on this information about Zubaydah and about the effect of the use of these techniques more generally demonstrates the presence of a good faith belief that no prolonged mental harm will result from using these methods in the interrogation of Zubaydah. Moreover, we think that this represents not only an honest belief but also a reasonable belief based on the information that you have supplied to us. Thus, we believe that the specific intent to inflict prolonged mental is not present, and consequently, there is no specific intent to inflict severe mental pain or suffering. Accordingly, we conclude that on the facts in this case the use of these methods separately or a course of conduct would not violate Section 2340A.

Based on the foregoing, and based on the facts that you have provided, we conclude that the interrogation procedures that you propose would not violate Section 2340A. We wish to emphasize that this is our best reading of the law; however, you should be aware that there are no cases construing this statute, just as there have been no prosecutions brought under it.

Please let us know if we can be of further assistance.


Jay S. Bybee
Assistant Attorney General

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Tab D

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~~TOP SECRET//~~**Guidelines on Confinement Conditions For CIA Detainees**

These Guidelines govern the conditions of confinement for CIA Detainees, who are persons detained in detention facilities that are under the control of CIA ("Detention Facilities").

These Guidelines recognize that environmental and other conditions, as well as particularized considerations affecting any given Detention Facility, will vary from case to case and location to location.

1. Minimums

Due provision must be taken to protect the health and safety of all CIA Detainees, including basic levels of medical care (which need not comport with the highest standards of medical care that is provided in US-based medical facilities); food and drink which meets minimum medically appropriate nutritional and sanitary standards; clothing and/or a physical environment sufficient to meet basic health needs; periods of time within which detainees are free to engage in physical exercise (which may be limited, for example, to exercise within the isolation cells themselves); and sanitary facilities (which may, for example, comprise buckets for the relief of personal waste). Conditions of confinement at the Detention Facilities do not have to conform with US prison or other specific or pre-established standards.

2. Implementing Procedures

a. Medical and, as appropriate, psychological personnel shall be physically present at, or reasonably available to, each Detention Facility. Medical personnel shall check the physical condition of each detainee at intervals appropriate to the circumstances and shall keep appropriate records.

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~~TOP SECRET//~~**Guidelines on Confinement Conditions for CIA Detainees**

b. Personnel directly engaged in the design and operation of Detention Facilities will be selected, screened, trained, and supervised by a process established and, as appropriate, coordinated by the Director, DCI Counterterrorist Center.

c.

3. Responsible CIA Officer

The Director, DCI Counterterrorist Center shall ensure (a) that, at all times, a specific Agency staff employee (the "Responsible CIA Officer") is designated as responsible for each specific Detention Facility, (b) that each Responsible CIA Officer has been provided with a copy of these Guidelines and has reviewed and signed the attached Acknowledgment, and (c) that each Responsible CIA Officer and each CIA officer participating in the questioning of individuals detained pursuant to the Memorandum of Notification of 17 September 2001 has been provided with a copy of the "Guidelines on Interrogation Conducted Pursuant to the Presidential Memorandum of 17 September 2001" and has reviewed and signed the Acknowledgment attached thereto. Subject to operational and security considerations, the Responsible CIA Officer shall be present at, or visit, each Detention Facility at intervals appropriate to the circumstances.

4. Periodic Site Visits and Review

On at least a quarterly basis, appropriate Headquarters personnel shall review the conditions at each Detention Facility and make site visits as appropriate. Reports shall be prepared after the site visits

APPROVED:



 Director of Central Intelligence



 Date

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Guidelines on Confinement Conditions for CIA Detainees

ACKNOWLEDGMENT

I, _____, am the Responsible CIA Officer for the Detention Facility known as _____. By my signature below, I acknowledge that I have read and understand and will comply with the "Guidelines on Confinement Conditions for CIA Detainees" of _____, 2003.

ACKNOWLEDGED:

Name

Date

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Tab E

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**Guidelines on Interrogations Conducted Pursuant to the
Presidential Memorandum of Notification of 17 September 2001**

These Guidelines address the conduct of interrogations of persons who are detained pursuant to the authorities set forth in the Memorandum of Notification of 17 September 2001.

These Guidelines complement internal Directorate of Operations guidance relating to the conduct of interrogations. In the event of any inconsistency between existing DO guidance and these Guidelines, the provisions of these Guidelines shall control.

1. Permissible Interrogation Techniques

Unless otherwise approved by Headquarters, CIA officers and other personnel acting on behalf of CIA may use only Permissible Interrogation Techniques. Permissible Interrogation Techniques consist of both (a) Standard Techniques and (b) Enhanced Techniques.

Standard Techniques are techniques that do not incorporate physical or substantial psychological pressure. These techniques include, but are not limited to, all lawful forms of questioning employed by US law enforcement and military interrogation personnel. Among Standard Techniques are the use of isolation, sleep deprivation not to exceed 72 hours, reduced caloric intake (so long as the amount is calculated to maintain the general health of the detainee), deprivation of reading material, use of loud music or white noise (at a decibel level calculated to avoid damage to the detainee's hearing), and the use of diapers for limited periods (generally not to exceed 72 hours, or during transportation where appropriate).

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**Guideline on Interrogations Conducted Pursuant to the
Presidential Memorandum of Notification of 17 September 2001**

Enhanced Techniques are techniques that do incorporate physical or psychological pressure beyond Standard Techniques. The use of each specific Enhanced Technique must be approved by Headquarters in advance, and may be employed only by approved interrogators for use with the specific detainee, with appropriate medical and psychological participation in the process. These techniques are, the attention grasp, walling, the facial hold, the facial slap (insult slap), the abdominal slap, cramped confinement, wall standing, stress positions, sleep deprivation beyond 72 hours, the use of diapers for prolonged periods, the use of harmless insects, the water board, and such other techniques as may be specifically approved pursuant to paragraph 4 below. The use of each Enhanced Technique is subject to specific temporal, physical, and related conditions, including a competent evaluation of the medical and psychological state of the detainee.

2. Medical and Psychological Personnel

Appropriate medical and psychological personnel shall be either on site or readily available for consultation and travel to the interrogation site during all detainee interrogations employing Standard Techniques, and appropriate medical and psychological personnel must be on site during all detainee interrogations employing Enhanced Techniques. In each case, the medical and psychological personnel shall suspend the interrogation if they determine that significant and prolonged physical or mental injury, pain, or suffering is likely to result if the interrogation is not suspended. In any such instance, the interrogation team shall immediately report the facts to Headquarters for management and legal review to determine whether the interrogation may be resumed.

3. Interrogation Personnel

The Director, DCI Counterterrorist Center shall ensure that all personnel directly engaged in the interrogation of persons detained pursuant to the authorities set forth in the MoN have been appropriately screened (from the medical, psychological, and security standpoints), have reviewed these Guidelines, have received appropriate training in their implementation, and have completed the attached Acknowledgment.

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Guideline on Interrogations Conducted Pursuant to the
 Presidential Memorandum of Notification of 17 September 2001

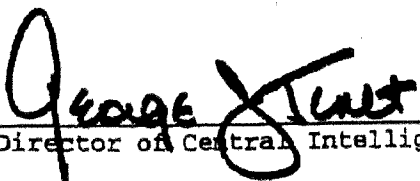
4. Approvals Required

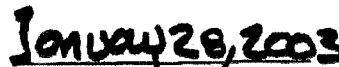
Whenever feasible, advance approval is required for the use of Standard Techniques by an interrogation team. In all instances, their use shall be documented in cable traffic. Prior approval in writing (e.g., by written memorandum or in cable traffic) from the Director, DCI Counterterrorist Center, with the concurrence of the Chief, CTC Legal Group, is required for the use of any Enhanced Technique(s), and may be provided only where D/CTC has determined that (a) the specific detainee is believed to possess information about risks to the citizens of the United States or other nations, (b) the use of the Enhanced Technique(s) is appropriate in order to obtain that information, (c) appropriate medical and psychological personnel have concluded that the use of the Enhanced Technique(s) is not expected to produce "severe physical or mental pain or suffering," and (d) the personnel authorized to employ the Enhanced Technique(s) have completed the attached Acknowledgment. Nothing in these Guidelines alters the right to act in self-defense.

5. Recordkeeping

In each interrogation session in which an Enhanced Technique is employed, a contemporaneous record shall be created setting forth the nature and duration of each such technique employed, the identities of those present, and a citation to the required Headquarters approval cable. This information, which may be in the form of a cable, shall be provided to Headquarters.

APPROVED:


 Director of Central Intelligence


 Date

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Guideline on Interrogations Conducted Pursuant to the
Presidential Memorandum of Notification of 17 September 2001

ACKNOWLEDGMENT

I, _____, acknowledge that I have read and understand and will comply with the "Guidelines on Interrogations Conducted Pursuant to the Presidential Memorandum of Notification of 17 September 2001" of _____, 2003.

ACKNOWLEDGED:

Name

Date

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Tab F

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**DRAFT OMS GUIDELINES ON MEDICAL AND PSYCHOLOGICAL SUPPORT TO
DETAINEE INTERROGATIONS**

September 4, 2003

The following guidelines offer general references for medical officers supporting the detention of terrorists captured and turned over to the Central Intelligence Agency for interrogation and debriefing. There are three different contexts in which these guidelines may be applied: (1) during the period of initial interrogation, (2) during the more sustained period of debriefing at an interrogation site, and (3) the permanent detention of captured terrorists in long-term facilities.

INTERROGATION SUPPORT

Captured terrorists turned over to the C.I.A. for interrogation may be subjected to a wide range of legally sanctioned techniques, all of which are also used on U.S. military personnel in SERE training programs. These are designed to psychologically "dislocate" the detainee, maximize his feeling of vulnerability and helplessness, and reduce or eliminate his will to resist our efforts to obtain critical intelligence.

Sanctioned interrogation techniques must be specifically approved in advance by the Director, CTC in the case of each individual case. They include, in approximately ascending degree of intensity:

Standard measures (i.e., without physical or substantial psychological pressure)

- Shaving
- Stripping
- Diapering (generally for periods not greater than 72 hours)
- Hooding
- Isolation
- White noise or loud music (at a decibel level that will not damage hearing)
- Continuous light or darkness
- Uncomfortably cool environment
- Restricted diet, including reduced caloric intake (sufficient to maintain general health)
- Shackling in upright, sitting, or horizontal position
- Water Dousing
- Sleep deprivation (up to 72 hours)

Enhanced measures (with physical or psychological pressure beyond the above)

- Attention grasp
- Facial hold
- Insult (facial) slap

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Abdominal slap
 Prolonged diapering
 Sleep deprivation (over 72 hours)
 Stress positions
 –on knees, body slanted forward or backward
 –leaning with forehead on wall
 Walling
 Cramped confinement (Confinement boxes)
 Waterboard

In all instances the general goal of these techniques is a psychological impact, and not some physical effect, with a specific goal of "dislocat[ing] his expectations regarding the treatment he believes he will receive...." The more physical techniques are delivered in a manner carefully limited to avoid serious physical harm. The slaps for example are designed "to induce shock, surprise, and/or humiliation" and "not to inflict physical pain that is severe or lasting." To this end they must be delivered in a specifically circumscribed manner, e.g., with fingers spread. Walling is only against a springboard designed to be loud and bouncy (and cushion the blow). All walling and most attention grasps are delivered only with the subject's head solidly supported with a towel to avoid extension-flexion injury.

OMS is responsible for assessing and monitoring the health of all Agency detainees subject to "enhanced" interrogation techniques, and for determining that the authorized administration of these techniques would not be expected to cause serious or permanent harm.¹ "DCI Guidelines" have been issued formalizing these responsibilities, and these should be read directly.

Whenever feasible, advance approval is required to use any measures beyond standard measures; technique-specific advanced approval is required for all "enhanced" measures and is conditional on on-site medical and psychological personnel² confirming from direct detainee examination that the enhanced technique(s) is not expected to produce "severe physical or mental pain or suffering." As a practical matter, the detainee's physical condition must be such that these interventions will not have lasting

¹ The standard used by the Justice Department for "mental" harm is "prolonged mental harm," i.e., "mental harm of some lasting duration, e.g., mental harm lasting months or years." "In the absence of prolonged mental harm, no severe mental pain or suffering would have been inflicted." Memorandum of August 1, 2002, p. 15.

² "Psychological personnel" can be either a clinical psychologist or a psychiatrist. Unless the waterboard is being used, the medical officer can be a physician or a PA; use of the waterboard requires the presence of a physician.

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effect, and his psychological state strong enough that no severe psychological harm will result.

The medical implications of the DCI guidelines are discussed below.

General intake evaluation

New detainees are to have a thorough initial medical assessment, with a complete, documented history and physical addressing in depth any chronic or previous medical problems. This should especially attend to cardio-vascular, pulmonary, neurological and musculo-skeletal findings. (See the section on shackling and waterboard for more specifics.) Vital signs and weight should be recorded, and blood work drawn ("tiger" top [serum separating] and lavender top tubes) for CBC, Hepatitis B and C, HIV and Chem panel (to include albumin and liver function tests).

Documented subsequent medical rechecks should be performed on a regular basis, the frequency being within the judgment of the medical representative and the Chief of Site. The recheck can be more focused on relevant factors. The content of the documentation should be similar to what would ordinarily be recorded in a medical chart. Although brief, the data should reflect what was checked and include negative findings. All assessments should be reported through approved communications channels applicable to the site in which the detainee is held, and subject to review/release by the Chief of the site. This should include an A copy of the medical findings should also be included in an electronic file maintained locally on each detainee, which incorporates all medical evaluations on that individual. This file must be available to successive medical practitioners at site.

Medical treatment

It is important that adequate medical care be provided to detainees, even those undergoing enhanced interrogation. Those requiring chronic medications should receive them, acute medical problems should be treated, and adequate fluids and nutrition provided. These medical interventions, however, should not undermine the anxiety and dislocation that the various interrogation techniques are designed to foster. Medical assessments during periods of enhanced interrogation, while encompassing all that is medically necessary, should not appear overly attentive. Follow-up evaluations during this period may be performed in the guise of a guard or through remote video. All interventions, assessments and evaluations should be coordinated with the Chief of Site and interrogation team members to insure they are performed in such a way as to minimize undermining interrogation aims to obtain critical intelligence.

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Medications and nutritional supplements may be hidden in the basic food provided (e.g. as a liquid or thoroughly crushed tablet). If during the initial phase of interrogation detainees are deprived of all measurements of time (e.g., through continuous light and variable schedules), a time-rigid administration of medication (or nutrition) should be avoided. There generally is ample latitude to allow varying treatment intervals.

The basic diet during the period of enhanced interrogation need not be palatable, but should include adequate fluids and nutrition. Actual consumption should be monitored and recorded. Liquid Ensure (or equivalent) is a good way to assure that there is adequate nutrition. Brief periods during which food is withheld (24-48 hours) as an adjunct to interrogation are acceptable. Individuals refusing adequate liquids during this stage should have fluids administered at the earliest signs of dehydration. For reasons of staff safety, the rectal tube is an acceptable method of delivery. If there is any question about adequacy of fluid intake, urinary output also should be monitored and recorded.

Uncomfortably cool environments

Detainees can safely be placed in uncomfortably cool environments for varying lengths of time, ranging from hours to days. The length of time will depend on multiple factors, including age, health, extent of clothing, and freedom of movement. Individual tolerance and safety have to be assessed on a case by case basis, and continuously reevaluated over time. The following guidelines and reference points are intended to assist the medical staff in advising on acceptable lower ambient temperatures in certain operational settings. The comments assume the subject is a young, healthy, dry, lightly clothed individual sheltered from wind, i.e., that they are a typical detainee.

Core body temperature falls after more than 2 hours at an ambient temperature of 10°C/50°F. At this temperature increased metabolic rate cannot compensate for heat loss. The WHO recommended minimum indoor temperature is 18°C/64°F. The "thermoneutral zone" where minimal compensatory activity is required to maintain core temperature is 20°C/68°F to 30°C/86°F. Within the thermoneutral zone, 26°C/78°F is considered optimally comfortable for lightly clothed individuals and 30°C/86°F for naked individuals. Currently, D/CTC policy stipulates 24-26°C as the detention cell and interrogation room temperatures, permitting variations due to season. This has proven more achievable in some Sites than others.

If there is any possibility that ambient temperatures are below the thermoneutral range, they should be monitored and the actual temperatures documented. Occasionally, as part of the interrogation process they are housed in spaces with ambient temperatures of between 13°C/55°F and 16°C/60°F. Unless the detainee is clothed and standing, or sitting on a mat, this exposure should not be continued for longer than 2-3 hours.

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At ambient temperatures below 18°C/64°F, detainees should be monitored for the development of hypothermia. This risk is greatest in those who are naked or nearly so, who are in substantial direct contact with a surface that conducts heat away from the body (e.g., the floor), whose restraints severely limit muscle work, who have comparatively little muscle mass, who are fatigued and sleep deprived, and are age 45 or over.

Wet skin or clothing places a detainee at much greater risk for hypothermia, so if a partial or complete soaking is used in conjunction with the interrogation, or even for bathing, the detainee must be dry before being placed in a space with an ambient temperature below 26°C/78°F.

Signs of mild hypothermia (body temp 90-98°F) include shivering, lack of coordination (fumbling hands, stumbling), slurred speech, memory loss, and pale and cold skin. Detainees exhibiting any of these signs should be allowed some combination of increased clothing, floor mat, more freedom of movement, and increased ambient temperature.

Moderate hypothermia (body temperature of 86-90°F) is present when shivering stops, there is an inability to walk or stand, and/or the subject is confused/irrational. An aggressive medical intervention is warranted in these cases.

White noise or loud music

As a practical guide, there is no permanent hearing risk for continuous, 24-hours-a-day exposures to sound at 82 dB or lower; at 84 dB for up to 18 hours a day; 90 dB for up to 8 hours, 95 dB for 4 hours, and 100 dB for 2 hours. If necessary, instruments can be provided to measure these ambient sound levels. In general, sound in the dB 80-99 range is experienced as loud; above 100 dB as uncomfortably loud. Common reference points include garbage disposer (80 dB), cockpit of propeller aircraft (88 dB), shouted conversation (90 dB), motorcycles at 25 feet (90 dB), inside of subway car at 35 mph (95 dB), power mower (96 dB), chain saw (110 dB), and live rock band (114 dB). For purposes of interrogation, D/CTC has set a policy that no white noise and no loud noise used in the interrogation process should exceed 79 DB.

Shackling

Shackling in non-stressful positions requires only monitoring for the development of pressure sores with appropriate treatment and adjustment of the shackles as required. Should shackle-related lesions develop, early intervention is important to avoid the

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development of an interrogation-limiting cellulitis. Cleaning the lesion, and a slight loosening of the shackles may be all that is required.

If the detainee is to be shackled standing with hands at or above the head (as part of a sleep deprivation protocol), the medical assessment should include a pre-check for anatomic factors that might influence how long the arms could be elevated. This would include shoulder range of motion, pulses in neutral and elevated positions, a check for bruits, and assessment of the basic sensorimotor status of the upper extremities.

Assuming no medical contraindications are found, extended periods (up to 72 hours) in a standing position can be approved if the hands are no higher than head level and weight is borne fully by the lower extremities. Detainees who have one foot or leg casted or who lost part of a lower extremity to amputation should be monitored carefully for the development of excessive edema in the weight-supporting leg. If edema approaches knee level, these individuals should be shifted to a foot-elevated, seated or reclining sleep-deprivation position. In the presence of a suspected lower limb cellulitis, the detainee should be shifted to a seated leg-elevated position, and antibiotics begun. Absent other contraindications, sleep deprivation can be continued in both these circumstances..

NOTE: An occasional detainee placed in a standing stress position has developed lower limb tenderness and erythema, in addition to an ascending edema, which initially have not been easily distinguished from a progressive cellulitis or venous thrombosis. These typically have been associated with pre-existing abrasions or ulcerations from shackling at the time of initial rendition. In order to best inform future medical judgments and recommendations, the presence of these lesions should be accurately described before the standing stress position is employed. In all cases approximately daily observations should be recorded which document the length of time the detainee has been in the stress position, and level of any developing edema or erythema.

More stressful shackled positions may also be approved for shorter intervals, e.g. during an interrogation session or between sessions. The arms can be elevated above the head (elbows not locked) for roughly two hours without great concern. Reasonable judgment should be used as to the angle of elevation of the arms.

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Periods in this arms-elevated shackle position lasting between two and four hours would merit caution, and subject should be monitored for excessive distress. The detainee should never be required to bear weight on the upper extremities, and the utilization of this technique should not exceed approximately 4 hours in a 24 hour period. If through fatigue or otherwise the detainee becomes truly incapable of supporting himself on his feet (e.g., after 36, 48 hours, etc.), and the detainee's weight is shifted to the shackles, the use of overhead shackles should be discontinued.

Sleep deprivation

Sleep deprivation (with or without associated stress positions) is among the most effective adjuncts to interrogation, and is the only technique with a demonstrably cumulative effect—the longer the deprivation (to a point), the more effective the impact. The standard approval for sleep deprivation, per se (without regard to shackling position) is 72 hours. Extension of sleep deprivation beyond 72 continuous hours is considered an enhanced measure, which requires D/CTC prior approval. The amount of sleep required between deprivation periods depends on the intended purpose of the sleep deprivation. If it is intended to be one element in the process of demonstrating helplessness in an unpleasant environment, a short nap of two or so hours would be sufficient. Perceptual distortion effects are not uncommon after 96 hours of sleep deprivation, but frank psychosis is very rare. Cognitive effects, of course, are common. If it is desired that the subject be reasonably attentive, and clear-thinking during the interrogation, at least a 6 hour recovery should be allowed. Current D/CTC policy requires 4 hours sleep once the 72 hour limit has been met during standard interrogation measures.

NOTE: Examinations performed during periods of sleep deprivation should include the current number of hours without sleep; and, if only a brief rest preceded this period, the specifics of the previous deprivation also should be recorded.

Cramped confinement (Confinement boxes)

Detainees can be placed in awkward boxes, specifically constructed for this purpose. These can be rectangular and just over the detainee's height, not much wider than his body, and comparatively shallow, or they can be small cubes allowing little more than a cross-legged sitting position. These have not proved particularly effective, as they may become a safehaven offering a respite from interrogation. Assuming no significant medical conditions (e.g., cardiovascular, musculoskeletal) are present, confinement in the small box is allowable up to 2 hours. Confinement in the large box is limited to 8 consecutive hours, up to a total of 18 hours a day.

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Waterboard

This is by far the most traumatic of the enhanced interrogation techniques. The historical context here was limited knowledge of the use of the waterboard in SERE training (several hundred trainees experience it every year or two). In the SERE model the subject is immobilized on his back, and his forehead and eyes covered with a cloth. A stream of water is directed at the upper lip. Resistant subjects then have the cloth lowered to cover the nose and mouth, as the water continues to be applied, fully saturating the cloth, and precluding the passage of air. Relatively little water enters the mouth. The occlusion (which may be partial) lasts no more than 20 seconds. On removal of the cloth, the subject is immediately able to breathe, but continues to have water directed at the upper lip to prolong the effect. This process can continue for several minutes, and involve up to 15 canteen cups of water. Ostensibly the primary desired effect derives from the sense of suffocation resulting from the wet cloth temporarily occluding the nose and mouth, and psychological impact of the continued application of water after the cloth is removed. SERE trainees usually have only a single exposure to this technique, and never more than two; SERE trainers consider it their most effective technique, and deem it virtually irresistible in the training setting.

Our very limited experience with the waterboard is different. The subjects were positioned on the back but in a slightly head down (Trendelenburg) position (to protect somewhat against aspiration). A good air seal seemingly was not easily achieved by the wet cloth, and the occlusion was further compromised by the subject attempting to drink the applied water. The result was that copious amounts of water sometimes were used—up to several liters of water (bottled if local water is unsafe, and with 1 tsp salt/liter if significant swallowing takes place). The resulting occlusion was primarily from water filling the nasopharynx, breathholding, and much less frequently the oropharynx being filled—rather than the “sealing” effect of the saturated cloth. D/CTC policy set an occlusion limit of 40 seconds, though this was very rarely reached. Additionally, the procedure was repeated sequentially several times, for several sessions a day, and this process extended with varying degrees of frequency/intensity for over a week.

While SERE trainers believe that trainees are unable to maintain psychological resistance to the waterboard, our experience was otherwise. Subjects unquestionably can withstand a large number of applications, with no seeming cumulative impact beyond their strong aversion to the experience. Whether the waterboard offers a more effective alternative to sleep deprivation and/or stress positions, or is an effective supplement to these techniques is not yet known.

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The SERE training program has applied the waterboard technique (single exposure) to trainees for years, and reportedly there have been thousands of applications without significant or lasting medical complications. The procedure nonetheless carries some risks, particularly when repeated a large number of times or when applied to an individual less fit than a typical SERE trainee. Several medical dimensions need to be monitored to ensure the safety of the subject.

Before employing this technique there needs to be reasonable assurance that the subject does not have serious heart or lung disease, particularly any obstructive airway disease or respiratory compromise from morbid obesity. He also must have stable anterior dentition, no recent facial or jaw injuries, and an intact gag reflex. Since vomiting may be associated with these sessions, diet should be liquid during the phase of interrogation when use of the waterboard is likely, and the subject should be NPO (other than water) for at least 4 hours before any session. The most obvious serious complication would be a respiratory arrest associated with laryngospasm, so the medical team must be prepared to respond immediately to this crisis; preferably the physician will be in the treatment room. Warning signs of this or other impending respiratory complications include hoarseness, persisting cough, wheezing, stridor, or difficulty clearing the airway. If these develop, use of the waterboard should be discontinued for at least 24 hours. If they recur with later applications of the waterboard, its use should be stopped. Mock applications need not be limited. In all cases in which there has been a suggestion of aspiration, the subject should be observed for signs of a subsequently developing pneumonia.

In our limited experience, extensive sustained use of the waterboard can introduce new risks. Most seriously, for reasons of physical fatigue or psychological resignation, the subject may simply give up, allowing excessive filling of the airways and loss of consciousness. An unresponsive subject should be righted immediately, and the interrogator should deliver a sub-xiphoid thrust to expel the water. If this fails to restore normal breathing, aggressive medical intervention is required. Any subject who has reached this degree of compromise is not considered an appropriate candidate for the waterboard, and the physician on the scene can not approve further use of the waterboard without specific C/OMS consultation and approval.

A rigid guide to medically approved use of the waterboard in essentially healthy individuals is not possible, as safety will depend on how the water is applied and the specific response each time it is used. The following general guidelines are based on very limited knowledge, drawn from very few subjects whose experience and response was quite varied. These represent only the medical guidelines; legal guidelines also are operative and may be more restrictive.

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D0161

~~TOP SECRET~~

A series (within a "session") of several relatively rapid waterboard applications is medically acceptable in all healthy subjects, so long as there is no indication of some emerging vulnerability (such as hoarseness, wheezing, persisting cough or difficulty clearing the airways). Several such sessions per 24 hours have been employed without apparent medical complication. The exact number of sessions cannot be prescribed, and will depend on the response to each. If more than 3 sessions of 5 or more applications are envisioned within a 24 hours period, a careful medical reassessment must be made before each later session.

By days 3-5 of an aggressive program, cumulative effects become a potential concern. Without any hard data to quantify either this risk or the advantages of this technique, we believe that beyond this point continued intense waterboard applications may not be medically appropriate. Continued aggressive use of the waterboard beyond this point should be reviewed by the HVT team in consultation with Headquarters prior to any further aggressive use. (Absent medical contraindications, sporadic use probably carries little risk.) Beyond the increased medical concern (for both acute and long term effects, including PTSD), there possibly would be desensitization to the technique. Sleep deprivation is a medically less risky option, and sleep deprivation (and stress positions) also can be used to prolong the period of moderate use of the waterboard, by reducing the intensity of its early use through the interposition of these other techniques.

NOTE: In order to best inform future medical judgments and recommendations, it is important that every application of the waterboard be thoroughly documented: how long each application (and the entire procedure) lasted, how much water was used in the process (realizing that much splashes off), how exactly the water was applied, if a seal was achieved, if the naso- or oropharynx was filled, what sort of volume was expelled, how long was the break between applications, and how the subject looked between each treatment.

POST-INTERROGATION DETENTION
[this section is still under construction]

OMS' responsibility for the medical and psychological well-being of detainees does not end when detainees emerge from the interrogation phase. Documented periodic medical and psychological re-evaluations are necessary during the debriefing phase which follows interrogation, as well as during subsequent periods of custodial detention. Absent any specific complaint, these can be at approximately monthly intervals. Acute problems must be addressed at the time of presentation. As during the interrogation phase, all assessments, examinations, and evaluations should be reported through approved communications channels applicable to the site in which the detainee is held, and subject to review/release by the Chief of that site.

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Detainee weights should be recorded on at least a monthly basis, and assessed for indications of inadequate nutrition. As a rule of thumb, "ideal" weight for height should be about 106 pounds for an individual 5 feet tall, and six pounds heavier for each additional inch of height. Terrorists incarcerated in the Federal prison system whose weights fall below this level are given nutritional supplements. Those falling to 90% of these levels who are unwilling to take nutrition orally (through hunger strikes) have forced feedings through a naso-gastric tube. While to date this has not been an issue with detainees, should significant weight loss develop it must be carefully assessed. It is possible that a detainee will simply be of slight build, but true weight loss in an already slight individual—especially in association with deliberately reduced intake—may require some intervention.

Additionally, if there are sustained periods without exposure to sunlight, the diet will need to be further supplemented with calcium and vitamin D. Simply increasing the use of multi-vitamins will give too much of one substance but not enough of another. The OMS recommendation for this situation is two 500 mg tablets of plain calcium a day (such as two Os-Cal 500 mg tabs) with one capsule of the prescription Rocaltrol; or alternatively two Centrum Silver tablets (slightly less than the recommendation for vitamin D) with an additional 500 mg of a plain calcium table.

As the period of interrogation or intense debriefing passes, detainees may be left alone for increasing periods of time before being transferred elsewhere. Personal hygiene issues likely will emerge during this time, with the possible development of significant medical problems. It is particularly important that cells be kept clean during this period and that there be some provision for regular bathing, and dental hygiene, and that detainees be monitored to insure they are involved in self-care.

Psychological problems are more likely to emerge in those no longer in active debriefings, especially those in prolonged, total isolation. The loss of involvement with the debriefing staff should be replaced with other forms of interaction—through daily encounters with more than one custodial staff member, and the provision of reading materials (preferably in Arabic) and other forms of mental stimulation.

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D0164

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (the "Agreement") is made as of the 8th day of November, 2007, by and between Mitchell, Jessen and Associates, LLC, a Delaware corporation, and its officers, directors, or employees (collectively, "MJA") and the United States of America Government (the "U.S. Government").

RECITALS:

- A. MJA and the U.S. Government have entered into several contracts (2002*I095800*000, 2002*I837600*000, 2003*I310200*000, 2003*I310300*000, 2004*P757009*000, 2004*P742309*000, 2005*P139800*000, 2005*P139900*000, and 2005*P141590*000, herein referred to as the "Contracts") whereby MJA provides highly specialized services to the U.S. Government and in return for such specialized services MJA receives monetary compensation from the U.S. Government.
- B. MJA and the U.S. Government recognize and acknowledge the economic and physical risks associated with the services MJA provides to the U.S. Government under the Contracts.
- C. MJA desires to protect itself from and against certain Proceedings (as hereinafter defined) that may result from the services MJA provides to the U.S. Government pursuant to the Contracts.
- D. To induce Mitchell, Jessen and Associates LLC to continue to employ John Bruce Jessen, James Mitchell, and its other officers, directors, or employees, and to induce them to continue their employment with Mitchell, Jessen and Associates, LLC, the U.S. Government recognizes the need, under certain circumstances as set forth herein, and subject to the availability of appropriations at the time of the loss, to indemnify and hold MJA harmless against certain Expenses and Liabilities (as hereinafter defined) associated with certain Proceedings.
- E. (1) Subject to the availability of appropriations, and subject also to the termination provision in item (2) of this Recital E, this Agreement shall be in effect with respect to all actions undertaken by MJA between March 1, 2002 and the date the Contracts, or any extension of the Contracts under an option exercised by the U.S. Government, terminate, expire, or are completed, provided that at the time of MJA performance of the action, such action clearly was within the scope of the Contracts or within the scope of an extension of the Contracts under an option exercised by the U.S. Government, and provided further that this Recital E shall not require or authorize, or be construed to require or authorize, the approval or payment of any indemnification that would not otherwise be in full compliance with, and that would not otherwise be authorized under, all of the other terms and conditions of this Agreement.
- (2) Unless sooner terminated by the mutual agreement of the U.S. Government and MJA, or by operation of law, this Agreement shall cease to be in effect and shall terminate as of midnight on the day that is ten (10) years after the day on which the Contract, or any extension

of the Contract under an option exercised by the U.S. Government, is terminated or otherwise ceases to be in effect.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The recitals are incorporated hereby as if fully restated herein.
2. Definitions.

(a) "Expenses" means reasonable fees, costs and expenses (including fees, expenses, disbursements and retainers of attorneys, accountants, private investigators, expert witnesses and other advisors, court costs, transcript costs, travel expenses, duplicating, printing and binding costs, telephone and fax transmission charges, postage, delivery services, and secretarial services).

(b) "Indemnifiable Amounts" means all claims, reasonable expenses, and liabilities incurred by MJA arising from any Proceeding; whether foreign or domestic, where MJA is, was, or potentially may be, a party, witness, or other participant by reason of actions taken by MJA within the scope of the Contracts except to the extent such claims are otherwise covered by any insurance policy held by MJA, or if MJA has received payment under any federal statute, such as 42 U.S.C. § 2000dd-1(b)(the Detainee Treatment Act, as amended by the Military Commissions Act), and except to the extent such claims result and liabilities result from acts of gross negligence or intentional misconduct by MJA, as determined by an independent party, of suitable expertise and agreed to by the two parties, making a determination as to liability including, but not limited to, a judge, magistrate, tribunal or mediator.

(c) "Liabilities" means all judgments, damages, losses, fines, penalties, excise taxes, amounts paid in settlement and other liabilities. Losses do not include lost profits, damages to reputation, goodwill, or other such consequential damages; and do not include fines resulting from the final, non-appealable adjudication of guilt based on criminal proceedings by any U.S. governmental authority (Federal, state or local).

(d) "Person" means any natural person, firm, partnership, association, corporation, company, limited liability company, trust, business trust, independent contractor, foreign government, or any other entity or government.

(e) "Proceeding" means any threatened, pending or completed claim, action, litigation, suit, internal investigation, alternate dispute resolution process, investigation, inquiry, hearing, appeal or any other proceeding, whether civil, criminal, administrative or investigative, whether formal or informal.

3. Indemnification.

(a) To the fullest extent permissible under applicable law, and subject to the availability of appropriations at the time the payment is due, the U.S. Government shall indemnify and hold MJA harmless against Indemnifiable Amounts.

(b) If MJA was or is a party or is threatened to be made a party to, or witness or other participant in, any Proceeding by or in the right of the U.S. Government to procure a judgment in its favor as a result of or in connection with the services MJA provides or provided to the U.S. Government, MJA shall be indemnified by the U.S. Government against all Indemnifiable Amounts.

(c) The maximum U.S. Government cumulative liability under this agreement, subject to the availability of appropriations at the time of the loss, is five million U.S. dollars (\$5,000,000.00).

(d) Notwithstanding anything herein to the contrary, this Agreement does not contemplate the U.S. Government's payment of MJA's fines resulting from the final, non-appealable adjudication of guilt based on criminal proceedings by any U.S. governmental authority (Federal, state or local).

(e) Any Expenses actually and reasonably incurred by or on behalf of MJA shall be paid by the U.S. Government in advance of the final disposition of any related Proceeding. In order to obtain indemnification for Indemnifiable Amounts or advancement of Expenses, MJA shall submit to the U.S. Government a written request. Any such indemnification for Indemnifiable Amounts or advancement of Expenses shall be made promptly, which normally shall mean within 30 days after receipt by the U.S. Government of the written request of MJA. Any amounts in dispute will be withheld pending resolution between the parties or as provided Section 6(b) of this Agreement.

4. Partial Indemnification.

Notwithstanding anything to the contrary in this Agreement, if MJA is entitled under any provision of this Agreement to indemnification by the U.S. Government for some or a portion of the Indemnifiable Amounts incurred in connection with any Proceeding but not, however, for all of the total amount thereof, the U.S. Government shall nevertheless indemnify MJA for the portion of such Indemnifiable Amounts to which MJA is entitled.

5. Notice/Cooperation by Mitchell, Jessen and Associates.

(a) MJA shall, as a condition precedent to its right to be indemnified under this Agreement, give the U.S. Government notice in writing as soon as practicable of any Proceeding made against MJA or its employees for which indemnification will or could be sought under this Agreement. Notice to the U.S. Government shall be directed to the contracting officer of the U.S. Government at the address shown on the signature page of this Agreement (or such other address as the U.S. Government shall designate in writing to MJA). In addition, MJA and its employees shall: (i) give the U.S. Government such information and cooperation as it may reasonably require and as shall be within MJA's power, and (ii) upon request of the U.S. Government testify at, or be

deposed in connection with, any proceeding to adjudicate or consider a claim or Proceeding against MJA or its employees for which indemnification will or could be sought under this Agreement.

(b) In any Proceeding or settlement contemplated by this agreement, the U.S. Government shall retain exclusive control over all matters that it determines, within its sole discretion, involve protection of national security. Otherwise, MJA will have sole control of all such Proceedings and settlements, at the reasonable expense of the U.S. Government as contemplated in this Agreement.

6. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto. If the principals of MJA form a new company that will assume the Contract, then this Agreement will be binding upon and inure to the benefit of and be enforceable by such new company(s).

(b) This agreement will be governed by and construed in accordance with the U.S. Constitution, Federal Statutes, common Federal law and, when reference to state law is required, the law of the Commonwealth of Virginia. Any dispute, controversy, or claim arising out of or in connection with this Agreement or the interpretation, validity, performance, breach, or termination hereof, shall be resolved by classified arbitration conducted in Washington, D.C., United States of America. The procedural rules for such arbitration shall be those of the American Arbitration Association then in effect. In the event of an adjudication of MJA's rights under this Agreement, the burden of proving that indemnification or advancement of Expenses is not appropriate shall be on the U.S. Government, and the U.S. Government will not assert that the procedures and presumptions of this Agreement are not valid, binding, and enforceable and shall stipulate that the U.S. Government is bound by all the provisions of the Agreement.

(c) No consent or waiver, express or implied, by any party to or of any breach or default by another party (the "Breaching Party") in the performance by the Breaching Party of such party's obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the Breaching Party in the performance by such Breaching Party under the same or any other obligations of such Breaching Party under this Agreement. Failure on the part of any party to object to or complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of such party's rights hereunder.

(d) This Agreement is solely by and between MJA and the U.S. Government and no Person, other than MJA and the U.S. Government, is intended to be a beneficiary or otherwise have any rights under this Agreement, except as provided for in Section 6(a) above.

(e) All notices, waivers and other communications under this Agreement must be in writing and will only be deemed to have been duly given when: (i) delivered by hand (with written confirmation of receipt); (ii) sent by domestic certified or registered mail, return receipt requested; or, (iii) sent by a nationally recognized overnight delivery service, in each case to the address shown on the signature page of this Agreement (or to such other address as a party may

designate by notice to the other parties in accordance with this Section 6(e)). Notice shall be deemed received five (5) days after the date postmarked, if sent by domestic certified or registered mail; otherwise when such notice shall actually be received.

(f) If any provision of this Agreement shall hereafter be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason: (i) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to such parties provided by, such provision; or, (ii) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation nor severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

(g) This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and there are no other understandings, agreements or promises other than as contained in this Agreement with respect to such matters. The provisions hereof, however, are in addition to and not in lieu of any and all rights and remedies available at law or in equity, including, but not limited to, seeking payment from the U.S. Government under 42 U.S.C. § 2000dd-1(b) (the Detainee Treatment Act, as amended by the Military Commissions Act). If MJA has received payment from the US Government for Indemnifiable Amounts from a source other than this Agreement, it may not also recover those amounts under this Agreement.

(h) This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which when taken together shall constitute a single document.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals as of the date first written above.

Mitchell, Jessen and Associates, LLC,
a Delaware corporation

UNITED STATES GOVERNMENT

By: signed _____ (Seal)

By: signed _____ (Seal)

Name: James E. Mitchell

Name: _____

Title: CEO, MJA

Title: Contracting Officer

Notice Addresses:

United States Government

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (the "Agreement") is made as of the 15th day of December, 2011, (1) by and between James Elmer Mitchell ("Mitchell") and the United States of America Government (the "U.S. Government"), (2) by and between John Bruce Jessen ("Jessen") and the U.S. Government, and (3) Mitchell, Jessen and Associates, LLC, a Delaware corporation, ("MJA") and the U.S. Government.

This agreement supersedes a previous indemnification agreement solely between "MJA" and the U.S. Government, dated 8 November 2007. Jessen and Mitchell are the principle members of MJA. In anticipation of the expected dissolution of MJA, this Agreement provides that indemnification can be made to Jessen and Mitchell individually instead of solely to MJA. There are no other substantive additions or deletions to the terms of the original indemnification agreement.

RECITALS:

A. Mitchell, Jessen, MJA and the U.S. Government have entered into several contracts (2001*I597300*000, 2002*I095800*000, 2002*I837600*000, 2003*H508200*000, 2003*H508100*000, 2003*I310200*000, 2003*I310300*000, 2004*P757009*000, 2004*P742309*000, 2005*P139800*000, 2005*P139900*000, and 2005*P141590*000, herein referred to as the "Contracts") whereby MJA provided highly specialized services to the U.S. Government and in return for such specialized services MJA received monetary compensation from the U.S. Government.

B. Mitchell and Jessen and the U.S. Government recognize and acknowledge the economic and physical risks associated with the services MJA provided to the U.S. Government under the Contracts.

C. Mitchell and Jessen desire to protect themselves from and against certain Proceedings (as hereinafter defined) that may result from the services MJA provided to the U.S. Government pursuant to the Contracts.

D (1) Subject to the availability of appropriations, and subject also to the termination provision in item (2) of this Recital D, this Agreement shall be in effect with respect to all actions undertaken by Mitchell or Jessen (as independent contractors) or by MJA between 1 September, 2001, and the date the Contracts, or any extension of the Contracts under an option exercised by the U.S. Government, terminate, expire, or are completed, provided that at the time of MJA performance of the action, such action clearly was within the scope of the Contracts or within the scope of an extension of the Contracts under an option exercised by the U.S. Government, and provided further that this Recital D shall not require or authorize, or be construed to require or authorize, the approval or payment of any indemnification that would not otherwise be in full compliance with, and that would not otherwise be authorized under, all of the other terms and conditions of this Agreement.

(2) Unless sooner terminated by the mutual agreement of the U.S. Government and MJA, or by operation of law, this Agreement shall cease to be in effect and shall terminate as of midnight on the day that is ten (10) years after the day on which the Contract, or any extension of the Contract under an option exercised by the U.S. Government, is terminated or otherwise ceases to be in effect. The last contract, 2005*P141590*000, terminated on 22 April 2009.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The recitals are incorporated hereby as if fully restated herein.
2. Definitions.

(a) "Expenses" means reasonable fees, costs and expenses (including fees, expenses, disbursements and retainers of attorneys, accountants, private investigators, expert witnesses and other advisors, court costs, transcript costs, travel expenses, duplicating, printing and binding costs, telephone and fax transmission charges, postage, delivery services, and secretarial services).

(b) "Indemnifiable Amounts" means all claims, reasonable expenses, and liabilities incurred by Mitchell or Jessen as independent contractors or as a result of their association with MJA arising from any Proceeding, whether foreign or domestic, where MJA, Mitchell, or Jessen is, was, or potentially may be, a party, witness, or other participant by reason of actions taken by MJA, Mitchell, or Jessen within the scope of the Contracts except to the extent such claims are otherwise covered by any insurance policy held by MJA, or if Mitchell or Jessen has received payment under any federal statute, such as 42 U.S.C. § 2000dd-1(b) (the Detainee Treatment Act, as amended by the Military Commissions Act), and except to the extent such claims result and liabilities result from acts of gross negligence or intentional misconduct by MJA, Mitchell or Jessen, as determined by an independent party, of suitable expertise and agreed to by the two parties, making a determination as to liability including, but not limited to, a judge, magistrate, tribunal or mediator.

(c) "Liabilities" means all judgments, damages, losses, fines, penalties, excise taxes, amounts paid in settlement and other liabilities. Losses do not include lost profits, damages to reputation, goodwill, or other such consequential damages; and do not include fines resulting from the final, non-appealable adjudication of guilt based on criminal proceedings by any U.S. governmental authority (Federal, state or local).

(d) "Person" means any natural person, firm, partnership, association, corporation, company, limited liability company, trust, business trust, independent contractor, foreign government, or any other entity or government.

(e) "Proceeding" means any threatened, pending or completed claim, action, litigation, suit, internal investigation, alternate dispute resolution process, investigation, inquiry, hearing, appeal or any other proceeding, whether civil, criminal, administrative or investigative, whether formal or informal.

3. Indemnification.

(a) To the fullest extent permissible under applicable law, and subject to the availability of appropriations at the time the payment is due, the U.S. Government shall indemnify and hold Mitchell and Jessen harmless against Indemnifiable Amounts.

(b) If Mitchell or Jessen was or is a party or is threatened to be made a party to, or witness or other participant in, any Proceeding by or in the right of the U.S. Government to procure a judgment in its favor as a result of or in connection with the services MJA provided to the U.S. Government, Mitchell or Jessen shall be indemnified by the U.S. Government against all Indemnifiable Amounts.

(c) The maximum U.S. Government cumulative liability under this agreement, subject to the availability of appropriations at the time of the loss, as of 15 November 2011, is three million, eight hundred and seventy-one thousand, nine hundred and ninety eight dollars and ninety-four cents (\$3,871,998.94). This amount is the remaining reimbursement available from the original five million (\$5,000,000) amount agreed to in the previous indemnification agreement of 8 November 2007.

(d) Notwithstanding anything herein to the contrary, this Agreement does not contemplate the U.S. Government's payment of MJA's, Mitchell's, or Jessen's fines resulting from the final, non-appealable adjudication of guilt based on criminal proceedings by any U.S. governmental authority (Federal, state or local).

(e) Any Expenses actually and reasonably incurred by Mitchell or Jessen shall be paid by the U.S. Government in advance of the final disposition of any related Proceeding. In order to obtain indemnification for Indemnifiable Amounts or advancement of Expenses, Mitchell or Jessen shall submit to the U.S. Government a written request. Any such indemnification for Indemnifiable Amounts or advancement of Expenses shall be made promptly, which normally shall mean within 30 days after receipt by the U.S. Government of the written request of Mitchell or Jessen. Any amounts in dispute will be withheld pending resolution between the parties or as provided Section 6(b) of this Agreement.

4. Partial Indemnification.

Notwithstanding anything to the contrary in this Agreement, if Mitchell or Jessen is entitled under any provision of this Agreement to indemnification by the U.S. Government for some or a portion of the Indemnifiable Amounts incurred in connection with any Proceeding but not, however, for all of the total amount thereof, the U.S. Government shall nevertheless indemnify Mitchell or Jessen for the portion of such Indemnifiable Amounts to which Mitchell or Jessen is entitled.

5. Notice/Cooperation by Mitchell or Jessen.

(a) Mitchell or Jessen shall, as a condition precedent to their right to be indemnified under this Agreement, give the U.S. Government notice in writing as soon as

practicable of any Proceeding made against Mitchell or Jessen for which indemnification will or could be sought under this Agreement. In addition, Mitchell or Jessen shall: (i) give the U.S. Government such information and cooperation as it may reasonably require and as shall be within Mitchell or Jessen's power, and (ii) upon request of the U.S. Government testify at, or be deposed in connection with, any proceeding to adjudicate or consider a claim or Proceeding against Mitchell or Jessen for which indemnification will or could be sought under this Agreement.

(b) In any Proceeding or settlement contemplated by this agreement, the U.S. Government shall retain exclusive control over all matters that it determines, within its sole discretion, involve protection of national security. Otherwise, Mitchell or Jessen will have sole control of all such Proceedings and settlements, at the reasonable expense of the U.S. Government as contemplated in this Agreement.

6. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto.

(b) This agreement will be governed by and construed in accordance with the U.S. Constitution, Federal Statutes, common Federal law and, when reference to state law is required, the law of the Commonwealth of Virginia. Any dispute, controversy, or claim arising out of or in connection with this Agreement or the interpretation, validity, performance, breach, or termination hereof, shall be resolved by classified arbitration conducted in Washington, D.C., United States of America. The procedural rules for such arbitration shall be those of the American Arbitration Association then in effect. In the event of an adjudication of Mitchell or Jessen's rights under this Agreement, the burden of proving that indemnification or advancement of Expenses is not appropriate shall be on the U.S. Government, and the U.S. Government will not assert that the procedures and presumptions of this Agreement are not valid, binding, and enforceable and shall stipulate that the U.S. Government is bound by all the provisions of the Agreement.

(c) No consent or waiver, express or implied, by any party to or of any breach or default by another party (the "Breaching Party") in the performance by the Breaching Party of such party's obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the Breaching Party in the performance by such Breaching Party under the same or any other obligations of such Breaching Party under this Agreement. Failure on the part of any party to object to or complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of such party's rights hereunder.

(d) This Agreement is solely by and between Mitchell and Jessen and the U.S. Government and no Person, other than Mitchell and Jessen and the U.S. Government, is intended to be a beneficiary or otherwise have any rights under this Agreement, except as provided for in Section 6(a) above.

(e) All notices, waivers and other communications under this Agreement must be in writing and will only be deemed to have been duly given when: (i) delivered by hand (with

written confirmation of receipt); (ii) sent by domestic certified or registered mail, return receipt requested; or, (iii) sent by a nationally recognized overnight delivery service, in each case to the address shown on the signature page of this Agreement (or to such other address as a party may designate by notice to the other parties in accordance with this Section 6(e)). Notice shall be deemed received five (5) days after the date postmarked, if sent by domestic certified or registered mail; otherwise when such notice shall actually be received.

(f) If any provision of this Agreement shall hereafter be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason: (i) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to such parties provided by, such provision; or, (ii) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation nor severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

(g) This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and there are no other understandings, agreements or promises other than as contained in this Agreement with respect to such matters. The provisions hereof, however, are in addition to and not in lieu of any and all rights and remedies available at law or in equity, including, but not limited to, seeking payment from the U.S. Government under 42 U.S.C. § 2000dd-1(b) (the Detainee Treatment Act, as amended by the Military Commissions Act). If MJA has received payment from the US Government for Indemnifiable Amounts from a source other than this Agreement, it may not also recover those amounts under this Agreement.

(h) This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which when taken together shall constitute a single document.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals as of the date first written above.

James E. Mitchell

By _____ (Seal)

Name: James Mitchell

Title: _____

Notice Addresses:

[Empty box for notice address]

UNITED STATES GOVERNMENT

By _____ (Seal)

Name: _____

Title: Contracting Officer

United States Government
ATTN:
Washington, D.C.

John B. Jessen

By _____ (Seal)

Name: John Bruce Jessen

Title: _____

Notice Address:

[Empty box for notice address]

SECRET

(02/08/08) TCG: 31863

INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2005*P139800*000	Mod # -----	Effective Date 01 January 2005	Target Date 30 June 2005
Issuing Office DO Contracts Attn: _____ Washington, DC 20505		IC Name John B. Jessen, 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 \$235,000	
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		_____ _____	
John B. Jessen, Ph.D. _____ Date		_____ Contracting Officer _____ Date	
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the TOP SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the TOP SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the SECRET level.			

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(02/08/08) TCG: 31864

Contract No. 2005*P139800*000

IC Name: John B. Jessen, 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)

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 day¹

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 reactive responses) not to exceed and Personal Liability Insurance not to exceed

Other Direct Costs (related to quick Therefore, the total price of this contract

is as follows:

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

3. PERIOD OF PERFORMANCE (03/03)

The period of performance of this contract shall be from 01 January 2005 through 30 June 2005.

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:

- 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
- 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.

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: John B. Jessen, 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: John B. Jessen, 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: John B. Jessen, 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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Contract No. 2005*P139800*000

IC Name: John B. Jessen, 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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SECRET (02/08/08) TCG: 31869

Contract No. 2005*P139800*000

IC Name: John B. Jessen, 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 ^{i.} 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 non-reviewable 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.

INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

Contract Number 2005*P139800*000	Mod # One (01)	Effective Date 11 October 2005	Target Date 30 June 2005																								
Issuing Office DO Contracts		IC Name Dr. John B. Jessen																									
Attn: Washington, DC 20505																											
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 \$174,294.65																									
<p>Task Description</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>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 \$174,294.65. This amount will be disbursed as follows:</p> <p>Task 1. For the satisfactory completion of OCONUS on-site guidance, \$1,800 per day Task 2. For the satisfactory completion of CONUS consultative support and specialized training, _____ per day (max.)</p> <p>In addition to the above task fee, this contract also includes Travel Expenses not to exceed _____ and Personal Liability Insurance not to exceed _____ (related to quick reactive responses) not to exceed _____ Other Direct Costs Therefore, the total price of this contract is as follows:</p> <table border="1"> <thead> <tr> <th></th> <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></td> <td>\$235,000.00</td> </tr> <tr> <td>BY</td> <td></td> <td></td> <td></td> <td></td> <td>(\$60,705.35)</td> </tr> <tr> <td>TO</td> <td></td> <td></td> <td></td> <td></td> <td>\$174,294.65</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					(\$60,705.35)	TO					\$174,294.65
	<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																						
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TO					\$174,294.65																						
<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.		_____ Date																									
_____ Independent Contractor		_____ Date																									

UNCLASSIFIED

SECRET (02/08/08) TCG: 31839

INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2005*P139900*000	Mod # -----	Effective Date 01 January 2005	Target Date 30 June 2005
Issuing Office DO Contracts Attn: Washington, DC 20505	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 \$235,000		
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	
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the TOP SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the TOP SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the SECRET level.			

SECRET

~~SECRET~~ (02/08/08) TCG: 31840

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)

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 [] and Personal Liability Insurance not to exceed []. Other Direct Costs (related to quick reactive responses) 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

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

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.

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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(02/08/08) TCG: 31841

Contract No. 2005*P139900*000

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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(02/08/08) TCG: 31842

Contract No. 2005*P139900*000

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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(02/08/08) TCG: 31843

Contract No. 2005*P139900*000

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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Contract No. 2005*P139900*000

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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(02/08/08) TCG: 31845

Contract No. 2005*P139900*000

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 2005*P139900*000	Mod # One (01)	Effective Date 11 October 2005	Target Date 30 June 2005																								
Issuing Office DO Contracts		IC Name Dr. James E. Mitchell																									
Attn: Washington, DC 20505																											
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 \$161,658.96																									
<p>Task Description</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>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 \$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>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:</p> <table border="1"> <thead> <tr> <th></th> <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></td> <td>\$235,000.00</td> </tr> <tr> <td>BY</td> <td></td> <td></td> <td></td> <td></td> <td>(\$73,341.04)</td> </tr> <tr> <td>TO</td> <td></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 _____																									

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Mitchell, Jessen and Associates, LLC

Attention: J. Bruce Jessen

Reference: Request For Proposal (RFP) 2005*P0053

Subject: Confirmation of Verbal Authorization to Proceed Not To Exceed
(ATP/NTE)

This letter provides confirmation of the Verbal Authorization to proceed provided on 2 March 2005 for DCI's Counterterrorist Center (CTC) Elicitation and Training for CTC "ETC" Project in accordance with the Government Statement of Work dated, February 2005, as contained in the referenced RFP. The Government contemplates issuing a Letter Contract within fifteen (15) days of this Verbal Authorization that will contain applicable clauses, terms and conditions appropriate for a Firm Fixed Price Level-of-Effort contract. This Verbal Authorization to proceed is limited to \$250,000 until such time as the Letter Contract or definitized contract is signed by both parties. This Verbal Authorization does not provide the Contractor with the authority to submit invoices.

If you have any questions regarding this authorization, please call the Contracting Officer, on

Sincerely,

Contracting Officer

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~~SECRET//NOFORN//20300214~~

March 18, 2005

Mitchell, Jessen, & Associates

To: Mitchell, Jessen, & Associates

Subject: Letter Contract for Project

This document constitutes a Letter Contract, as identified under Federal Acquisition Regulation (FAR) 16.603, and signifies the Government's intention to negotiate and definitize a formal contract agreement with Mitchell, Jessen, & Associates (herein after referred to as the Contractor), in accordance with the Government Statement of Work, entitled DCI's Counterterrorist Center (CTC) Elicitation and Training for CTC "ETC", dated 14 February 2005 and other applicable documents.

Effective 02 March 2005, you are authorized to proceed with the tasks identified in the Statement of Work. The period of performance for this effort is 02 March 2005 through 01 March 2006 base plus four (4) one year option periods.

52.216-23 Execution and Commencement of Work (APR 1984) (MODIFIED)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning two of them to the Contracting Officer not later than 22 March 2005. As outlined in the Confirmation of Verbal Authorization to Proceed Letter and upon acceptance by both parties, the Contractor shall continue to proceed with performance of the work, including purchase of necessary materials.

52.216-24 Limitation of Government Liability (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$1,183,785 as outlined attached spreadsheet dated 16 March 2005.
- (b) The maximum amount for which the government shall be liable if this contract is terminated is \$1,183,785.

52.216-25 Contract Definitization (OCT 1997) (Modified)

- (a) A Firm Fixed Price Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions.

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(b) The schedule for definitizing this contract is:

Negotiations	30 April 2005 to 15 May 2005
Definitization	01 June 2005

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	Payments of Allowable Costs Before Definitization. (DEC 2002)

Note: The first sentence of paragraph (c) of this clause is revised to read as follows: "(c) *Invoicing*. Payment shall be made promptly to the Contractor when requested as work progresses, but not more often than every month, in amounts approved by the Contracting Officer "

152.204-700 Security Requirements - Contract Classification (JUL 1997)

The association of the Sponsor with the Contractor is classified **CONFIDENTIAL**. The work to be performed is classified **TOP SECRET**, reports are classified **TOP SECRET**, and hardware is **N/A**. This classified information shall be divulged only on a need to know basis, and then only to those who have been authorized in writing by the Contracting Officer. Correspondence originated by the contractor and/or data to be submitted, the contents of which contain classified information shall be stamped by you with the classification, as appropriate.

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The CONTRACT DATA CLASSIFICATION GUIDE (CDCG) was previously provided and is incorporated into this contract. The CDCG is not all inclusive, but serves as a guide in connection with Contractor handling of classified materials.

152.204-701 Security Requirements - General (SEP 2004)

(a) Contracting Officer's Security Representatives (COSR) are the designated representatives of the Contracting Officer and derive their authorities directly from the Contracting Officer. They are responsible for certifying the Contractor's capability for handling classified material and ensuring that customer security policies and procedures are met. The COSR is the focal point for the Contractor, Contracting Officer, and COTR regarding security issues. The COSR cannot initiate any course of action that may alter the terms of the contract. The COSR for this contract is _____ and can be reached or

(b) The provisions of this clause shall apply to the extent that any aspect of this contract is classified.

(c) The Contractor is obligated to comply with all relevant clauses and provisions incorporated into this contract and with the "Contractor Secrecy and Security Agreement", Form 4177, and as referenced therein, the "National Industrial Security Program Operating Manual (NISPOM)" dated January 1995, and all applicable Sponsor security policies and procedures, including Director of Central Intelligence Directives (DCID). The contractor shall maintain a security program that meets the requirements of these documents.

(d) Security requirements are a material condition of this contract. This contract shall be subject to immediate termination for default, without the requirement for a 10-day cure notice, when it has been determined by the Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

- (1) All or substantially all of the Contractor's business, or
- (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or
- (3) A separate and complete major industrial operation in connection with the performance of this contract.

(e) When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall be provided a written notice of the deficiencies and be given a period of 90 days in which to take corrective action. If the Contractor fails to take the necessary corrective action, the Contracting Officer may terminate the whole or any part of this contract for default. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

(f) When it is deemed necessary to disclose classified information to a Subcontractor in order to accomplish the purposes of this contract, the Contractor shall request permission of the Contracting

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Officer prior to such disclosure. The Contractor agrees to include in all subcontracts all appropriate security provisions pertaining to this contract.

(g) Classification Authority -- Executive Order 13292 dated 28 March 2003, "Further Amendment to Executive Order 12958, as Amended, Classified National Security Information" and implementation directives, provides principles and procedures for the proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the Contractor in performance of this contract.

(h) Identification and Markings -- The classification of documentation shall comply with the guidelines set forth in Executive Order 13292.

(i) In addition, each classified document shall be stamped or marked in the lower right-hand corner of the first page (or on the inside front cover of bound publications, provided that the overall classification is marked on the outside cover), as follows:

CL BY:
CL REASON:
DECL ON:
DRV FROM:

Declassified On: (Use the declassify date citation from the CDCG.)

Derived From: (Use the classification guidance from the CDCG, i.e., _____, etc.)

(j) Each classified document shall indicate which paragraphs or, other portions, including subjects and titles, are classified and which are unclassified. The symbol "(TS)" for Top Secret, "(S)" for Secret, "(C)" for Confidential, and "(U)" for Unclassified will be placed at the beginning of the text to which it applies. Non-text portions of a document, such as photographs, graphs, charts, and maps, will be marked in a readily discernible manner, as will their captions.

(k) Subjects and titles should be selected so as not to require classification. When a classified subject or title must be used, a short title or other unclassified identifier should be assigned to facilitate receipting and reference, if such an identifier (e.g., a report number or registry number) will not otherwise be assigned.

(l) Downgrading and Declassification -- No classified document or material provided by the Customer, or generated by the Contractor pursuant to the contract, may be downgraded or declassified unless authorized in writing by the Customer's Contracting Officer.

(m) References made to the clause entitled "Non-Publicity" -- Violations of this clause constitute a major breach of contract and the contract may be terminated for default, without the requirement of a 10-day cure notice.

(n) The contractor shall report all contacts described in the NISPOM section 3-Reporting Requirements as promptly as possible, but in no event later than two business days after receipt of such knowledge to the contracting officer or COSR.

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(o) If, subsequent to the date of this contract, the security requirements under this contract are changed by the Government, as provided in this clause, and the security costs or time required for delivery under this contract are thereby increased or decreased, the contract price, delivery schedule, or both, and any other provision of this contract which may be affected shall be subject to an equitable adjustment in accordance with the procedures in the Changes clause of this contract.

152.204-702 Security Requirements - Clearances (SEP 2002)

(a) The Agency only conducts security screening on contractor personnel who are employees of the contractor company at the time the contractor requests a security clearance or access approval. In order to access an Agency facility, the contractor employee must be a U.S. citizen. In order to receive a security clearance or access approval, contractor personnel shall be US citizens and provide the following information for use in the clearance process:

- (1) "Industrial Security Approval or Access Request", Form 4311;
- (2) "Questionnaire for National Security Positions," SF 86; and
- (3) Fair Credit Reporting Act Release form.

The contractor shall plan for expected attrition by advanced preparation and submission of the aforementioned items.

(b) Those contractor personnel needing unescorted access to Government facilities (to include Government automated information systems) and access to sensitive compartmented information (SCI) or information classified at the Top Secret level shall be required to have an Industrial Security Staff Approval/Top Secret (ISSA/TS) security clearance along with any required SCI access approvals. The granting or denial of an ISSA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 or other applicable law or regulation. The adjudicative guidelines have also been adopted as an annex to DCID 6/4 and have been incorporated by reference in . Full scope polygraph examinations cover both counterintelligence (CI) and security issues to include involvement in illegal drug use and criminal activity. Full scope polygraph examinations are an integral part of ISSA/TS security screening.

(c) Those contractor personnel needing access to Top Secret or SCI material but only limited or no access to Government facilities shall be required to have an Industrial Security Approval/Top Secret (ISA/TS) security clearance, along with any required SCI access approval. The granting or denial of an ISA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and CI scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968; adopted as an annex to DCID 6/4; and incorporated by reference in

(d) Those contractor personnel needing access to Secret material and little or no access to Government facilities shall be required to have an Industrial Security Approval/Secret (ISA/S) security clearance. The granting or denial of an ISA/S is based on a comparison of the results of a more limited inquiry (generally National Agency Checks [NAC], Local Agency Checks [LAC], and credit checks) against

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the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in

(e) Those contractor personnel needing unescorted access to Government facilities and who may, as a result, receive inadvertent access to classified material shall be required to have a Facility Access Approval (FAA). The granting or denial of an FAA is based on a comparison of the results of a background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in

(f) Four and one-half years from the cleared personnel's last background investigation, the contractor shall resubmit to the Sponsor a complete clearance package to be used to re-investigate such individuals' continued eligibility for security clearance or access approval.

(g) If portions of this work under this contract occur at Government facilities, all Sponsor regulations and procedures that relate to security management shall be adhered to by contractor personnel. In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek Government guidance regarding its handling. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative.

(h) Only such persons who have been authorized by the Contracting Officer of the Contracting Officer's Technical Representative shall be assigned to this work. In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. Said information will be required not later than three (3) days in advance of the scheduled date of such work.

(i) All contractor personnel who receive a security clearance or access approval under the terms of this contract will be required to execute an Agency specified secrecy agreement and/or nondisclosure agreement.

(j) The Contractor agrees to abide by all applicable Agency security regulations governing personnel, facilities, technical, information systems, communications, and protective programs.

152.204-703 Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or 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. This shall include, but, is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

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(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

152.204-704 Request for Clause Waiver Due to Security Requirements (JUL 1997)

When the Contractor, in performance of the work under this contract, finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Contractor shall call such conflict to the attention of the Contracting Officer and/or COSR. The Contracting Officer may issue a waiver in writing to:

- (a) modify or rescind such security requirements, or
- (b) waive compliance with such security requirements.

152.204-705 Foreign Ownership, Control, or Influence (SEP 2002)

(a) Notwithstanding the provisions of Section 3 of the NISPOM, the Government intends to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on security requirements. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

(b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF328), and a Key Management Personnel List (KMPL) with their proposal or prior to contract performance, as appropriate. All SF328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF328 and KMPL at the level of the company negotiating a contract with the Government, when desired. Offerors are also required to request, collect, and forward to the Government the SF328 from all Subcontractors undertaking classified work under the Offeror's direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF328 submission. SF328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Additionally, a KMPL must be submitted with each SF328 which identifies senior management by name, position, social security number, date/place of birth, and citizenship status.

(c) The Contractor shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any Subcontractor, promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in the NISPOM.

(d) The Contractor shall provide an updated SF328 and KMPL no later than five years from the date as certified on the last submitted SF328. The Contractor shall also promptly disclose to the Contracting Officer any information pertaining to any interest of a FOCI nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or has subsequently come to the Contractor's attention. An updated SF328 is required of the Contractor or any Subcontractor whenever there is a change in response to any of the 10 questions on the SF328.

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(e) The Contractor is responsible for initiating the submission of the SF 328 and KMP for all Subcontractors undertaking classified work during the entire period of performance of the contract.

Again, please acknowledge your acceptance of this letter contract by executing and returning the original and one copy of this contract, to the address indicated above, and retain the remaining signed copy for your files.

Should you have any questions concerning the information contained or referenced herein, please do not hesitate to contact _____ at _____ at your earliest convenience.

Very truly yours,

[Redacted Signature Box]

Chief

ACKNOWLEDGED AND ACCEPTED:

Mitchell, Jessen, & Associates

BY: _____

TITLE: PARTNER

DATE: MARCH 2005

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STATEMENT OF WORK

DCI'S COUNTERTERRORIST CENTER (CTC)

ELICITATION AND TRAINING FOR CTC

"ETC []

PROJECT []

15 June 2005

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**DCI's Counterterrorist Center (CTC)
Elicitation and Training for CTC**

Project

TECHNICAL PROPOSAL

Submitted by

Mitchell, Jessen & Associates, LLC.

EIN:

27 April 2005

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VOLUME I – Technical and Management Information Project

Task Order Title: Elicitation and Training for CTC

1.0 Introduction

(U) The DCI CTC works closely with CIA components and other US Government agencies to orchestrate and carry out a number of responsibilities for providing analysis, warning and action in support of diplomatic, legal and military operations against terrorism.

(U) The CTC collects and analyzes strategic intelligence on terrorist groups and state sponsors of terrorism and, in so doing: endeavors to know all there is to know about terrorist element capabilities; identifies weapons and tactics terrorists might use and what the United States is likely to face from terrorists; and furnishes detailed information on terrorist-related intelligence. These various efforts have benefited from being supplemented by expertise from outside the Government via industrial contracts.

(S/NF) the Sponsor, of CTC is responsible for various tasks in support of the Global War on Terrorism. Some of those tasks are translation of foreign language documents, document exploitation, conducting and coordinating technical operations, providing specialized counterterrorist training to Agency staff and other personnel, and the elicitation of information from certain high-value detainees (HVD).

2.0 Background

(S/NF) The Sponsor has a nascent and still evolving program for gathering information from reluctant human sources. However, there remains insufficient in-house depth of professional, psychological expertise and background in human manipulation and exploitation in operational settings required to continue developing and refining this program. To meet this need, the Sponsor requires an outside source of professional expertise in the area of human exploitation, interrogation, debriefing and the management of detainees in ways that facilitate intelligence collection.

(S/NF) The Sponsor also has a shortage of deployable Government personnel with the professional background, expertise and critical skills required to meet current and foreseeable operational requirements of eliciting information from human sources, particularly those who attempt to distort or withhold such. To this end, the Sponsor requires an outside source with extraordinary expertise in the area of eliciting information from human sources, particularly HVDs, who may be trained to resist interrogation or actively attempt to withhold or distort critical information. This information could lead to the prevention or disruption of an upcoming terrorist attack or could facilitate the arrest of others.

(S/NF) The purpose of psychological operation in intelligence exploitation program is to collect critical threat and actionable intelligence from high-value detainees in manner that does not violate any US statute, the US Constitution, or any US treaty obligation. Further, aims to develop intelligence exploitation strategies that obviate the need for the use of coercive methods and maximize the use of sophisticated psychological approaches and techniques.

(S/NF) The Sponsor has been relying heavily on the services of two independent contractors who have provided consultation and operational interrogation and exploitation capabilities starting in March 2002. Both have been involved in the process from the program's inception, and, in fact, were providing the CIA with consultation and operational HVD interrogation and exploitation capabilities before the Sponsor was established to provide in-house capabilities. Many of the current success for obtaining information from detainees, who are actively trying to withhold or distort it, are due to the interrogations conducted by the two independent contractors. They are Ph.D. psychologists and trained interrogators, who have served in both capabilities. They have been involved in the selection and development of interrogation and

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exploitation techniques currently in use and have been instrumental in training and mentoring other CIA interrogators and debriefers.

(S/NF) Mitchell, Jessen & Associates was formed by the two contractors noted in the paragraph above to meet CTC's growing demand for expert consultation, operational interrogation and exploitation capabilities.

3.0 Objectives

3.1 Objective of this Proposal: This effort has six, broad objectives:

- 3.1.1 (S/NF) The first objective is to ensure CTC senior management has access to senior-level professionals with the prerequisite depth of psychological expertise and operational experience required to provide sound, actionable advice and recommendations on program development and operational efforts to obtain critical, time sensitive intelligence from high value sources who may be trying to distort or withhold information.
- 3.1.2 (S/NF) The second objective is to provide the Sponsor with the depth of professional psychological expertise and operational experience required to provide operational consultation and support to the Sponsor's on-going operational efforts to extract actionable intelligence from sources that may be actively trying to withhold or distort information.
- 3.1.3 (S/NF) The third objective is to provide the Sponsor with the depth of professional expertise and operational experience required to :
 - 3.1.3.1 (S/NF) Review historical and current strategies, tactics, techniques and procedures for obtaining intelligence from human sources who are attempting to withhold or distort information.
 - 3.1.3.2 (S/NF) To make recommendations on the development of new operational capabilities that could be implement as intelligence exploitation tools.
 - 3.1.3.3 (S/NF) Provide consultation on the short and long-term management of detainees in ways that facilitate intelligence collection.
 - 3.1.3.4 (S/NF) The fourth objective is to provide the Sponsor with a cadre of operationally deployable personnel with critical skill sets who can augment or mentor (Sponsor) personnel in efforts to obtain intelligence from sources who may be attempting to distort or withhold such information. The cadre shall include operational psychologists and interrogators who can augment CIA personnel.
 - 3.1.3.5 (S/NF) The fifth objective is to place, on contract, a capability to provide interrogation, resistance to interrogation and exploitation training to personnel identified by the Sponsor. The Contractor shall provide training personnel and secure facilities for training that can be used to provide training on topics and skills required to support on-going operational requirements.
 - 3.1.3.6 (S/NF) The sixth objective is to extend and maximize the use of operational psychology and related operational methodologies and principles into Groups to enhance selected intelligence collection, covert action, technical and training programs.

4 Scope of Effort

(S/NF) The purpose of this effort is to provide exploitation focused psychological consultation, operationally deployable exploitation and interrogation capabilities, and training to CTC senior management and the Sponsor for a period of five years defined as a two-year base effort plus three, one-year options.

(S/NF) The Government estimates the need for up to full-time equivalent (FTE), cleared senior-level operational psychologists with significant operational experience with interrogation and exploitation

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to provide senior-manager consultation, program review and development, study operational problems and serve as senior author on reports, deploy operationally to exploit, interrogate (if qualified) and gather intelligence from high value sources attempting to withhold or distort information, provide psychological support to exploitation teams, and conduct select staff training in the first twelve (12) months, and anticipates a growth factor not to exceed twenty-five percent | senior-level psychologists) for this requirement during the second year of the base period.

(S/NF) The government estimates the need for up to FTEs cleared interrogators during the first twelve months and depending on operational requirements, the Sponsor anticipates a growth factor of | additional FTEs during the second year of the base period.

(S/NF) The Government estimates the need for five (5) or six (6) training classes during the effort. The Government estimates the need to train people during each class. To accomplish this training, the Contractor shall provide a Sensitive Compartmented Information Facility (SCIF) where classified training can be conducted. In addition, this SCIF shall be used for meeting the six objectives as outlined in the Statement of Work (SOW).

5.0 Applicable Document

(U) During the execution of this contract, the Contractor shall maintain its compliance with the below listed applicable documents.

- (FOUO) Contractor Data Classification Guide (attached to the RFP/Contract Schedule)
- (FOUO) National Industrial Security Program Operating Manual (NISPOM), Jan 95
- (FOUO) NISPOM Supplement, Feb 95
- (FOUO) Director of Central Intelligence Directive (DCID) 6/3, Protecting Sensitive Compartmented Information with Information Systems, 5 Jun 99
- (FOUO) DCID 6/4, Personal Security Standards and Procedures Governing Eligibility for Access to SCI, 2 Jul 98
- (FOUO) DCID 6/9, Physical Security Standards for Sensitive Compartmented Information Facilities, 23 Dec 02
- (FOUO) DCID 6/1, Security Plan Manual for SCI Control System, 1 Mar 95
- (FOUO) HUMINT Control System Manual (HCSM), Aug 01

6.0 Tasks and Requirements

- 6.1 (S/NF) The Contractor shall provide timely senior-level psychological consultation and actionable advice and recommendations on program development and operational efforts to obtain intelligence from sources who may be trying to distort or withhold information to (larger organization) senior management, program managers and operational personnel.
- 6.2 (S/NF) The Contractor shall provide the Sponsor with up to operational psychologists with the appropriate professional credentials, training and operational experience required to support the Sponsor's program. During the second year of the contract, the Contractor shall provide up to operational psychologists with the requisite skills and training.
- 6.3 (S/NF) The Contractors shall provide the Sponsor with a cadre of up to FTEs screened, trained and certification-eligible interrogators. During the second year of the contract, the Contractor shall provide up to | FTEs screened, trained and certification-eligible interrogators.
- 6.4 (S/NF) The Contractor shall assist the Sponsor in continuing to develop and refine a comprehensive and autonomous capability to train and mentor personnel across the spectrum of exploitation in the areas of:
 - 6.4.1 (S/NF) Exploitation
 - 6.4.2 (S/NF) Interrogation
 - 6.4.3 (S/NF) Debriefing
 - 6.4.4 (S/NF) Resistance to interrogation
- 6.5 (S/NF) The Contractor shall provide short-notice psychological consultation and operational assistance for novel and emerging critical program needs identified by the Sponsor.

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- 6.6 (S/NF) The Contractor shall provide ongoing operational consultation, study and implementation of intelligence, exploitation strategies and techniques for the Sponsor's "long term" facility.
- 6.7 (S/NF) The Contractor shall provide the Sponsor with specialized psychological consultation by attending meetings, providing briefings, writing papers, providing training, and operational assistance related to the Sponsor's program as requested.
- 6.8 (S/NF) The Contractor shall assist the Sponsor in accomplishing its strategic mission and execute its program goals, by training select officers in human exploitation and interrogation. This training must provide officers the capability of employing "state of the art" scientifically based exploitation and interrogation tactics, techniques and procedures designed to gain actionable intelligence from willing and unwilling human sources under time urgent conditions. The Sponsor lacks sufficient facilities and qualified staff to adequately meet this requirement. In order to meet this requirement, the Contractor shall provide the Sponsor facilities and instructors necessary to augment the Sponsor in conducting exploitation and interrogation training and operational exercises for select program officers. Facilities to be provided shall include a classroom and attending support areas to conduct academic and scenario role-play training, and an operational exercise-training laboratory. The contractor shall also provide qualified instructors to assist the Sponsor with requisite instruction, training scenario role-play, and operational exercises

6.8.1 Training Facilities:

6.8.1.1 (S/NF) The Contractor shall provide the Sponsor a classroom and attending support areas (scenario role-play room, planning and study room and student break area) capable of accommodating [] students. Ensure the classroom and attending areas are equipped with necessary training accessories to facilitate optimum learning (projectors, video monitors, instructional aids, and reference materials). The Contractor shall ensure the facility meets the Sponsors standards for security. The Contractor shall ensure the training facility is available for a minimum of four (4) course iterations per year. The Contractor shall provide a TBD number of training courses for [] personnel involved in key programs, to include interrogators, debriefers, operational and technical officers, security and other CIA staff

6.8.1.2 (S/NF) The Contractor shall provide the Sponsor an operational exercise-training laboratory facility. The Contractor shall ensure this facility is equipped with necessary training accessories to facilitate an authentic operational exercise experience (exercise scenario rooms, individual isolation cells, cadre administrative and exercise monitoring rooms, requisite video monitoring equipment, exercise equipment, props, and training aids). The Contractor shall ensure the facility meets the Sponsors standards for security. The Contractor shall ensure the training facility is available for a minimum of four (4) course iterations per year. The Contractor shall provide a TBD number of training courses for [] personnel involved in key programs, to include interrogators, debriefers, operational and technical officers, security and other CIA staff

6.8.2 (S/NF) Instructors: The Contractor shall provide instructors and role-players adequate to augment the Sponsor in conducting a minimum of four (4) complete course iterations per year (classroom academic and scenario role-play training, and an operational exercise-training laboratory). The Contractor shall ensure the instructors and role-players meet the Sponsors requirements for security clearance. The Contractor shall provide sufficient instructors to support a TBD number of training courses for [] personnel involved in key programs, to include interrogators, debriefers, operational and technical officers, security and other CIA staff [] If the TBD training outlined above requires expertise not currently on staff with the Contractor, the

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Contractor shall provide auxiliary instructors, with the required expertise, in support of these efforts.

6.9 (S/NF) The Contractor shall conduct a comprehensive historical review of the Sponsor's program, formulate observations and findings and write a report describing the historical development of the program, identifying key events, and providing observations and recommendations for modification and refinement of the Sponsor's program.

6.10

6.11 (S/NF) The Contractor shall review current exploitation, interrogation, debriefing, and resistance tactics, techniques and procedures currently in use by the Sponsor; evaluate the need to revise or refine; and provide a written report recommending refinements and suggested courses of action.

6.12 (S/NF) The Contractor shall study potential exploitation, interrogation, debriefing, and resistance tactics, techniques and procedures not in current use by the sponsor, evaluate the suitability of developing and validating such procedures, and provide a written report containing recommendations and suggested courses of action for implementing select techniques and procedures.

6.12.1 (S/NF) Identify specific tactics, techniques and procedures for revision or refinement

6.12.2 (S/NF) Develop protocols for training revisions or refinements of existing tactics, techniques and procedures

6.12.3 (S/NF) Validate revisions and refinements of existing tactics, techniques and procedures

6.13 (S/NF) The Contractor shall study the potential for [redacted] among security and staff personnel manning detention facilities and write a report describing the psychological mechanisms that could contribute to [redacted] among interrogators, debriefers, detention staff and security personnel. The report shall provide suggestions and recommended courses of action for reducing the risk [redacted] among the Sponsor's personnel.

6.14 (S/NF) The Contractor shall conduct field assessments of the Sponsor's detention facilities to compile lists of best practices that have yielded valuable intelligence and overall beneficial results.

6.15 (S/NF) The Contractor shall assess, study, adapt procedures and assist implementation of long term [redacted] projects to ensure the highest level of continuing productivity and intelligence collection, to include operational applications in the areas of:

6.16 (S/NF) The Contractor shall conduct interviews of all [redacted] managers to become familiar with each Group's mission. As required, develop operational psychology or related

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operational strategies, techniques and training programs to improve the operational effectiveness of the Group's missions.

- (U) In support of the above tasks and requirements, the Contractor shall propose the following personnel:

(S/NF) Contractor's Facility

(S/NF) Senior-Level Operational Psychologists: Drs. Jessen and Mitchell and a third to be determined (TBD) during the first year and a fourth TBD during the second year.

(S/NF) Senior Interrogators and Interrogators: The Contractors shall provide Independent contractors at the senior and entry-level for interrogation and exploitation skills up to FTEs during the first year of the contract and up to FTEs during the second year of the contract.

(S/NF) Training Specialists: The Contractor shall use subcontractors to assist in the planning, development and operation of the Sponsor's facility and to augment training as described above. The Contractor shall ensure that the subcontractors have met the Sponsor's security requirements.

(U) Security Manager: The Contractor shall provide one security manager responsible for the planning and monitoring of all sensitive training and personnel requirements outlined in the SOW.

(S/NF) Operational Psychology Specialist: The Contractor shall provide one individual to provide direct support to senior-level psychologists to meet the requirements of the SOW.

(U) Training Director: The Contractor shall provide one individual, working with the senior-level psychologists, to assist in conducting, planning and executing the training components of the secure facility outlined in the SOW.

(U) On-Site Office Manager: The Contractor shall provide one individual responsible for all of the administrative and scheduling tasks associated with the maintenance of the Sponsor's secure facility.

(U) Laboratory / Facility Manager: The Contractor shall provide one individual responsible for maintaining all physical aspects of the facility and internal configuration changes required for training, operational exercises and Sponsor directed modifications.

(U) Computer Specialist: The Contractor shall provide one individual to maintain the secure telephones and the computer network in the facility.

(U) Personnel at the Facility

(S/NF) Training / Operations Manager: The Contractor shall provide one individual to assist in the operational management and required training of interrogators provided under this contract.

(U) Government Liaison / Contracts Manager: The Contractor shall provide one designated POC for all contractual matters.

(S/NF) Advanced Operational Concepts Analysts: The Contractor shall provide one senior-level advanced operational concepts analyst and one advanced operational concepts analyst to assist with meeting the six objectives of this contract.

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(S/NF) Advanced Concepts Project Managers: The Contractor shall provide one senior-level advanced concept project manager and one advanced concept project manager to assist with meeting the six objectives of this contract.

7.0 (U) Deliverables and Milestones

7.1 (U) Management Plan

(U) The Contractor shall prepare a Management Plan setting out the processes for planning, applying, reporting and controlling the use of personnel, funds and facilities to achieve the objectives of this effort. This Management Plan shall be made available for Government review within one (1) month ARO.

7.2 (U) Concept of Operations

(U) The Contractor shall prepare a concept of operations document. The purpose of this document is to demonstrate to the Government that the Contractor fully understands the requirements and needs of the Government. The Concept of Operations document shall also be presented to the Government within two (2) months ARO.

7.3 (U) Operational Readiness Review

(U) The Contractor shall host an Operational Readiness Review on a date specified by the COTR, tentatively six (6) months after receipt of order (ARO). This Operational Readiness Review shall be conducted at the Contractor's Training Facility to demonstrate the readiness of the Facility to begin operations. The Contractor shall use the Concept of Operations and the Transition Plan as the principal; yet not sole bases, for establishing operational readiness. Working with Government personnel, the Contractor shall establish the required products for this Review.

7.4 (U) Periodic Reports

(U) The Contractor shall submit quarterly technical reports to the Government during the period of performance. The initial content and format of these quarterly reports will be described elsewhere within the Request for Proposal. Changes discussed and agreed to between the Contractor and the Government may be made to the initial content and format.

(U) The Contractor shall submit monthly financial reports to the Government during the period of performance. The content and format of these reports shall be as specified within the contract.

8.0 (U) Security

(C) The association between the Sponsor and the Contractor shall be classified CONFIDENTIAL.

(S/NF) The Contractor shall ensure that all personnel assigned to this effort working within the SCIF must be cleared to the ISSA/TOP SECRET level. Any contractor personnel having access to SI, HCS, other Sensitive Compartmented Information (SCI), or Special Access Program (SAP) material must be cleared to the ISSA/TOP SECRET level. Likewise, contractor personnel having access to the ADSN or the Agency's secure voice telephone system must also be cleared to the ISSA/TOP SECRET level.

(C) The Contractor shall provide properly segregated workspaces, which facilitate various levels of clearance and work classification, shall be provided by the Contractor, if required. The methods by which each such office is secure shall be addressed in the Concept of operations and the Operational Readiness Review.

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~~SECRET/NOFORM/20300214~~**9.0 (U) Place of Performance**~~(S/NF)~~ The Contractor shall perform work at its leased SCIF Training facility (including maintenance)**10.0 (U) Special Considerations****10.1 (U) Government Furnished Information (GFI)**

(U) The Contractor shall follow the exemplar Computer Security Plan provided to us by the Sponsor.

(U) The Contractor shall handle all materials provided to us by CTC or other US Government organizations in a safe and secure manner commensurate with the classification or compartmentation security controls of the material. The Contractor shall direct all questions regarding security to the US Government.

10.2 (U) Government Furnished Equipment (GFE)~~(FOUO)~~ The Contractor understands that the Sponsor will deliver, install, configure and test the requisite computer equipment backbone for the ADSN in the Contractor's facility

The Sponsor will order and ship to the Contractor's facility, the requisite computer hardware and software for the ADSN. The Contractor must design, configure, build and maintain the Contractor's facility to accommodate the physical, technical and security requirements of the Sponsor's ADSN,

10.3 (U) Overseas Fitness

~~(E)~~ The Contractor shall ensure that its personnel supporting the OCONUS travel are medically fit and no individual deployed in support of the overseas components of this SOW shall have medical conditions that:

- a. (U) Cannot be safely dealt with overseas, or
- b. (U) Will likely require temporary or permanent return to CONUS prior to the end of the assignment, or
- c. (U) Prevents safe performance of the job, or
- d. (U) Makes it impossible to meet required Federal Medical Standards.

10.4 (U) Travel

~~10.4.1 (E)~~ The Contractor understands that OCONUS TDYS are "off contract" and that the Government shall provide travel services such as, but not limited to, airline reservations, vehicle rentals, lodging, per-diem, and documentation. Funding of these travel costs shall be separate from the contract. To accomplish this work, Contractor personnel may be directed by the Government to TDY

10.4.2 (U) The Contractor understands that CONUS TDYs are fully reimbursable under the contract.

10.5 (U) Dangerous Locations

(U) The Contractor understands that some of the OCONUS locations are considered "dangerous" by the Department of State. The Contractor therefore includes, within the proposal, a danger pay supplement to those individual traveling OCONUS to areas designated as "dangerous" by the Department of State.

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~~SECRET/NOFORM/20300214~~**10.6 (U) MedEvac Coverage**

(U) The Contractor shall maintain the applicable insurance coverage for medical evacuation (medevac) from OCONUS locations for Contract personnel. The Contractor shall provide the name of the provider of this coverage, policy or certificate number, and telephone contact numbers shall be provided to the Sponsor. The Contractor understands that at certain OCONUS locations "country clearance will not be granted to contractors without medevac insurance."

11.0 (U) Reporting Requirements

(U) The Contractor understands that the list of deliverables and the dates of delivery shall be determined by the Sponsor in conjunction with the Contractor and subject to the Contractor's capacity to deliver:

- 11.1 ~~(S/NF)~~ The Contractor shall provide a written report reviewing the Sponsor's current exploitation, interrogation and debriefing program including to-be-agreed-upon sections, and recommendations and suggested courses of action for future program development.
- 11.2 ~~(S/NF)~~ The Contractor shall provide a written report reviewing of exploitation, interrogation and debriefing tactics, techniques and procedures not currently used by the Sponsor. The report should include descriptions of relevant techniques and recommendations and training protocols and suggested courses of action for working them into the current repertoire of techniques and methods.
- 11.3 ~~(S/NF)~~ The Contractor shall provide a written report outlining the psychological processes involved in containing recommendations and suggested courses of action to reduce the probability of such problems in the Sponsor's program.
- 11.4 ~~(S/NF)~~ The Contractor shall provide training for personnel involved in key programs to include interrogators, debriefers, operations and technical officers, security and other CIA staff.
- 11.5 ~~(S/NF)~~ The Contractor shall provide a yearly report providing the results of a field audit and risk management evaluation for all Sponsor detention facilities to assess the potential risk for
- 11.6 ~~(S/NF)~~ The Contractor shall provide the Sponsor with a series of seven (7) TBD thought papers outlining implications of current scientific psychological literature on the care, handling and questioning of HVDs to meet the Sponsor's goals and objectives. These papers can serve as the reference base for sponsor's program.

12.0 (U) Management

(U) The Contractor shall be responsible for the day-to-day management of contractor personnel when not deployed in support of (the sponsor). While OCONUS, senior USG personnel will serve as focal points for tasking. The Contractor shall provide a cleared company liaison/contract manager to manage the day to day aspects of implementing this contract. The Contractor shall ensure that select personnel supporting the SOW shall have the qualifications listed below.

- ~~(S/NF)~~ Senior-level professional psychology consultant. The person in this role and position serves to provide consultation and operational capabilities for the "weaponization" of psychology as a tool in the war on terror. With respect to obtaining intelligence through exploitation and interrogation, understanding and harnessing psychological factors are the most critical mechanisms in play. To this end, this person must possess the credentials and experience to be a preeminent expert on exploitation, interrogation, resistance to interrogation, and the psychological aspects of obtaining intelligence from human sources attempting to withhold or distort time-sensitive, critical information. For purposes of this SOW, a senior-level professional psychology consultant must:
 - o (U) Hold a Ph.D. or Psy.D. in clinical, community, or industrial psychology from an American Psychological Association approved academic program (or equivalent)
 - o (U) Be licensed or license eligible to independently practice their profession

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- (S/NF) Have experience advising senior management on the development of exploitation strategies for obtaining information from human sources who are attempting to distort or withhold it
- (S/NF) Have operational experience in the exploitation and interrogation of human sources who are attempting to withhold information
- (S/NF) Have experience developing exploitation techniques and strategies, to include the development of exploitation plans, the identification, assessment, and implementation of specific interrogation procedures against such targets
- (S/NF) Have experience deployed as a [redacted] psychologist advising exploitation teams, conducting psychological assessments of detainees for purposes of exploitation, and monitoring operational activities for [redacted]
- (S/NF) Experience developing and providing exploitation and interrogation training programs
- (S/NF) Experience with resistance to interrogation training programs and operational applications, to include experience with developing training programs, teaching resistance to interrogation, studying issues related to resistance to interrogation, and being operationally deployed to monitor, assess and develop countermeasures for resistance to interrogation methods employed by enemies of the United States
- (S/NF) Experience in the development and operational use of risk management programs designed to reduce the risk of [redacted] in detention facilities
- (S/NF) Experience mentoring and providing on-site training in operational locations for senior management, interrogators, debriefers and security personnel
- (S/NF) Experience resolving emerging problems in detention facilities [redacted] where interrogations and exploitation occur
- (S/NF) Experience providing psychologically based consultation to the USG on the design and maintenance of facilities and other settings to enhance intelligence collection from human sources reluctant to provide it
- (S/NF) Experience providing psychologically based consultation to the USG on the short and long term maintenance of detained personnel to facilitate intelligence collection while maintaining mental health, and experience implementing interventions in long term maintenance facilities.
- (S/NF) Psychologist: For purposes of this SOW, the Contractor understands that the third TBD psychologist (base year) and the fourth TBD psychologist (second year) shall meet the criteria and training requirements of the Sponsor. These individuals may not possess the full qualifications of the senior-level professional psychology consultant when initially hired because of the compartmented nature of the program and the restricted access to HVDs.
- (S/NF) HVD Interrogator: For purposes of this effort, HVD interrogators must meet the criteria and training requirement of the Sponsor.
- (S/NF) Exploitation and Interrogation Instructor: The Contractor shall meet the criteria and training requirements of the Sponsor.
- (S/NF) Operational Exercise-Training/Laboratory Role-Player: The Contractor shall provide individuals qualified to meet the criteria and training requirements of the Sponsor.

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STATEMENT OF WORK

DCI'S COUNTERTERRORIST CENTER (CTC)

ELICITATION AND TRAINING FOR CTC

"ETC

PROJECT

15 June 2005

20 October 2005

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TOP SECRET/**NF//MR//20300614****1.0 (U) INTRODUCTION**

(U) The DCI Counterterrorist Center (CTC) works closely with CIA components and other US Government agencies to orchestrate and carry out a number of responsibilities providing analysis, warning, and action in support of diplomatic, legal, and military operations against terrorism.

(U) The CTC collects and analyzes strategic intelligence on terrorist groups and state sponsors of terrorism and, in so doing: endeavors to know all there is to know about terrorist element capabilities; identifies weapons and tactics terrorists might use and what the United States is likely to face from terrorists; and furnishes detailed information on terrorist-related intelligence. These various efforts have benefited from being supplemented by expertise from outside the Government via industrial contracts.

(S/) The [] the Sponsor, of CTC is responsible for various tasks in support of the Global War on Terrorism. Some of those tasks are translation of foreign language documents, document exploitation, conducting and coordinating technical operations, providing specialized counterterrorist training to Agency staff and other personnel, and the elicitation of information from certain high-value detainees (HVD).

2.0 (U) BACKGROUND

(TS/) The Sponsor has an evolving program for gathering information from reluctant human sources. However, there remains insufficient in-house depth of professional, psychological expertise and background in human manipulation and exploitation in operational settings required to continue developing and refining this program. To meet this need, the Sponsor requires an outside source of professional expertise in the area of human exploitation, interrogation, debriefing, and the management of detainees in ways that facilitate intelligence collection.

(TS/) The Sponsor also has a shortage of deployable Government personnel with the professional background, expertise, and critical skills required to meet current and foreseeable operational requirements of eliciting information from human sources, particularly those who attempt to distort or withhold such. To this end, the Sponsor requires an outside source with extraordinary expertise in the area of eliciting information from human sources, particularly HVDs, who may be trained to resist interrogation or actively attempt to withhold or distort critical information. This information could lead to the prevention or disruption of an upcoming terrorist attack or could facilitate the arrest of others.

(TS/) The purpose of psychological operations in [] intelligence exploitation program is to collect critical threat and actionable intelligence from high-

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value detainees in manner that does not violate any federal law, the US Constitution, or any US treaty obligation. Further, aims to develop intelligence exploitation strategies that obviate the need for the use of coercive methods and maximize the use of sophisticated psychological approaches and techniques.

(TS//) The Sponsor has been relying heavily on the services of two independent contractors who have provided consultation on operational interrogation and exploitation capabilities starting in March 2002. Both have been involved in the process from the program's inception, and, in fact, were providing the C.I.A. with consultation and operational HVD interrogation and exploitation capabilities before the Sponsor was established to provide in-house capabilities. Many of the current success for obtaining information from detainees, who are actively trying to withhold or distort it, are due to the interrogations conducted by the two independent contractors. They are Ph.D. psychologists and trained interrogators, who have served in both capabilities. They have been involved in the selection and development of interrogation and exploitation techniques currently in use and have been instrumental in training and mentoring other C.I.A. interrogators and debriefers.

2.1 (U) OBJECTIVES

This effort has six broad objectives.

- (S//) The first objective is to ensure CTC senior management access to senior-level professionals with the prerequisite depth of psychological expertise and operational experience required to provide sound, actionable advice and recommendations on program development and operational efforts to obtain critical, time sensitive intelligence from high value sources who may be trying to distort or withhold information.
- (S//) The second objective is to provide the Sponsor with the depth of professional psychological expertise and operational experience required to provide operational consultation and support to the Sponsor's on-going operational efforts to obtain actionable intelligence from sources that may be actively trying to withhold or distort information.
- (S//) The third objective is to provide the Sponsor with the depth of professional expertise and operational experience required to:
 - (a) Review historical and current strategies, tactics, techniques, and procedures for obtaining intelligence from human sources who are attempting to withhold or distort information,
 - (b) To make recommendations on the development of new operational capabilities that could be implemented as intelligence exploitation tools.
 - (c) Provide consultation on the short and long-term management of detainees in ways that facilitate intelligence collection.

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- (S//) The fourth objective is to provide the Sponsor with a cadre of operationally deployable personnel with critical skill sets who can augment or mentor Sponsor personnel in efforts to obtain intelligence from sources who may be attempting to distort or withhold such information. The cadre shall include operational psychologists, and interrogators, and exploitation security advisors. Within the USG, exploitation security is unique to the Sponsor.
- (TS//) The fifth objective is to place on contract a capability to provide interrogation, resistance to interrogation, and exploitation training to personnel identified by the Sponsor. The Contractor shall provide training to Sponsor personnel on topics and skills required to support on-going operational requirements.
- (S//NOFORN) The sixth objective is to extend and maximize the use of operational psychology and related operational methodologies and principles into Groups to enhance selected intelligence collection, covert action, technical, and training programs. This objective is known by the Sponsor as the Terrorist Think Tank (T³).

3.0 (U) SCOPE OF EFFORT

(FS//) The scope of this effort is to provide exploitation-focused psychological consultation, operationally deployable exploitation and interrogation capabilities, and training to CTC senior management and the Sponsor for a period of five years defined as a one-year base effort plus four, one-year options.

(FS//) The Sponsor estimates the need for up to full-time, dedicated and cleared (ISSA/TS) senior-level operational psychologists with significant operational experience in interrogation and exploitation to provide senior-manager consultation, program review and development, and study operational problems. Further, these senior-level operational psychologists shall serve as authors on reports, deploy operationally to exploit and/or interrogate (if qualified) and gather intelligence from high value sources, provide psychological support to exploitation teams, and conduct training.

(FS//) Further, the Sponsor estimates the need for up to full-time equivalent (FTE) cleared (ISSA/TS) interrogators during the first twelve (12) months (and continuing throughout the option years) and, depending on operational requirements, the Sponsor anticipates a growth factor of additional FTE during the first option year of the effort (again, if implemented to continue throughout the option years). At a minimum, each interrogator must be cleared to ISA/S to begin work on this effort and must immediately upon beginning work on this effort be submitted for ISSA/TS

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clearances. Note: the clearance process to obtain ISSA/TS may take six to twelve (or more) months. Note: if the ISSA/TS clearance is denied, all clearances are revoked and the individual cannot, then, participate further in this effort.

(U) The Sponsor estimates the need for five (5) or six (6) training classes per year during the effort. The Sponsor estimates the need to train _____ people during each class. The training shall take place in a Sensitive Compartmented Information Facility (SCIF).

(TS//_____) The Sponsor estimates the need for _____ FTE, cleared (ISSA/TS) exploitation security advisors. These exploitation security advisors shall perform the following functions, ALWAYS keeping in mind the need for the safety of all persons at the Sponsor-controlled, OCONUS facilities and during Sponsor operations:

- Develop psychology-based, exploitation security protocols for the various Sponsor-controlled OCONUS facilities. These protocols shall address at a minimum: handling the HVDs during rendition operations, handling the HVDs within the facilities, movement of HVDs between facilities, release of HVDs from the facilities, _____ and securing the extant facilities.
- To the extent practical, vet the protocols at one of the Sponsor-controlled OCONUS facilities
- Develop and conduct training classes of these protocols as directed by the Sponsor
- Monitor the implementation of the protocols at the Sponsor-controlled facilities:
 - Provide feedback and guidance to the on-site Sponsor officer
 - Use lessons-learned to modify the protocols and training
- Serve as the security team leaders during the Sponsor's rendition operations, reporting directly to the mission manager.

(S//_____) The Sponsor estimates the need for _____ FTE, cleared (ISSA/TS) project managers to receive, develop, and service T³ intelligence requirements. _____

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TOP SECRET//NF//MR//20300614**4.0 (U) APPLICABLE DOCUMENTS**

- ~~(FOUO)~~ Contractor Data Classification Guide (attached to the RFP/Contract Schedule)
- ~~(FOUO)~~ National Industrial Security Program Operating Manual (NISPOM), JAN 95
- ~~(FOUO)~~ NISPOM Supplement, FEB 95
- ~~(FOUO)~~ Director of Central Intelligence Directive (DCID) 6/3, Protecting Sensitive Compartmented Information with Information Systems, 5 JUN 99
- ~~(FOUO)~~ DCID 6/4, Personal Security Standards and Procedures Governing Eligibility For Access to SCI, 2 JUL 98
- ~~(FOUO)~~ DCID 6/9, Physical Security Standards for Sensitive Compartmented Information Facilities, 23 DEC 02
- ~~(FOUO)~~ DCID 6/1, Security Plan Manual for SCI Control System, 1 MAR 95
- ~~(FOUO)~~ HUMINT Control System Manual (HCSM), AUG 01
- ~~(U)~~ Department of State Standardized Regulations (DSSR) 510 "Post-Hardship - Differential"
- ~~(U)~~ Department of State Standardized Regulations (DSSR) 650 "Danger Pay - Allowance"
- ~~(U)~~ Department of State "Table of Allowances (Section 920" including footnotes)

5.0 (FS) TASKS AND REQUIREMENTS

1. Provide timely senior-level psychological consultation and actionable advice and recommendations on program development and operational efforts to obtain intelligence from sources that may be trying to distort or withhold information.
2. Provide the Sponsor with up to _____ psychologists with appropriate professional credentials, training and operational experience required to support the Sponsor's program.
3. Provide the Sponsor with a cadre of up to _____ [possibly becoming] FTE screened, trained and certification-eligible interrogators.
4. Assist the Sponsor in continuing to develop and refine a comprehensive and autonomous capability to train and mentor personnel across the spectrum of exploitation in:
 - a. Exploitation
 - b. Interrogation
 - c. Debriefing
 - d. Resistance to interrogation

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5. Provide short-notice psychological consultation and operational assistance for novel and emerging critical program needs identified by the Sponsor.
6. Provide ongoing operational consultation, study, and implementation of intelligence exploitation strategies and techniques for the Sponsor's "long-term" facilities.
7. Provide the Sponsor with specialized psychological consultation by attending meetings, providing briefings, writing papers, providing training, and operational assistance related to the Sponsor's program as requested.
8. Provide the Sponsor with exploitation security advisors.
9. To accomplish its strategic mission and execute its program goals, the Sponsor has the need to train select officers in human exploitation and interrogation. This training must provide officers the capability of employing "state of the art" scientifically based exploitation and interrogation tactics, techniques and procedures designed to gain actionable intelligence from willing or unwilling human sources under time urgent conditions. The Sponsor lacks sufficient facilities and qualified staff to adequately meet this requirement. In order to meet this critical requirement the Contractor shall provide training in conducting exploitation and interrogation training and operational exercises for select program officers. This training shall occur in secure Contractor facilities that include the capability for classroom discussion, academic and scenario role-play training, and an operational exercise-training laboratory. Contractor instructors shall be fully qualified to provide the Sponsor with requisite instruction, training scenario role-play, and operational exercises.

a. Training:

The contractor shall provide classroom training and associated support for students in a secure Contractor facility that meets the Sponsor's security standards. This training shall include: scenario role-playing exercises, space and time for planning and study sessions, and student breaks. The Contractor shall provide all other resources needed to support the training including: projectors, video monitors, instructional aids, and reference materials, etc. The Contractor shall provide a minimum of four (4) course iterations per year. The training shall also incorporate exercises in an operational exercise-training laboratory with necessary training accessories to facilitate an authentic operational exercise experience

The laboratory shall meet the Sponsor's standards for security and be available for use a minimum of four (4) course iterations per year.

- b. Instructors: Provide instructors and role-players adequate to conduct a minimum of four (4) complete course iterations per year (classroom academic and scenario role-play training, and an operational exercise-

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training laboratory). Ensure the instructors and role-players meet the Sponsor's requirements for security clearance.

- 10.
11. Conduct a comprehensive historical review of the Sponsor's program, formulate observations and findings and write a report describing the historical development of the program, identifying key events, and providing observations and recommendations for modification and refinement of the Sponsor's program.
12. Provide the Sponsor with [redacted] FTE program managers to support the Sponsor's T³ effort.
- 13.
14. Review current exploitation, interrogation, debriefing, and resistance tactics, techniques and procedures currently in use by the Sponsor, evaluate the need to revise or refine; and provide a written report recommending refinements and suggested courses of action.
15. Study potential exploitation, interrogation, debriefing, and resistance tactics, techniques and procedures not in current use by the Sponsor, evaluate the suitability of developing and validating such procedures, and provide a written report containing recommendations and suggested courses of action for implementing select techniques and procedures.
- a. Identify specific tactics, techniques and procedures for revision or refinement
 - b. Develop protocols for training revisions or refinements of existing tactics, techniques and procedures
 - c. Validate revisions and refinements of existing tactics, techniques and procedures
16. Study the potential for [redacted] among security and staff personnel manning detention facilities, and write a report describing the psychological mechanisms that could contribute to [redacted] among interrogators, debriefers, detention staff and security personnel. The report shall provide suggestions and recommended courses of action for reducing the risk of [redacted] developing among the sponsor's personnel.

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17. Conduct field assessments of the Sponsor's detention facilities to compile lists of best practices that have yielded valuable intelligence and overall beneficial results.
18. Assess, study, adapt procedures, and assist implementation of long-term projects to ensure the highest level of continuing productivity and intelligence collection, to include operational applications in the areas of:
19. Conduct interviews of all managers to become familiar with each Group's mission. As required, develop operational psychology or related operational strategies, techniques, and training programs to improve the operational effectiveness of the Group's missions.

(TS//) Reporting requirements

Following is a list of work products with dates of delivery to be determined (TBD) by the Sponsor in consultation with the Contractor and subject to the Contractor's capacity to deliver:

- A written report reviewing the Sponsor's current exploitation, interrogation and debriefing program including to-be-agreed-upon sections, and recommendations and suggested courses of action for future program development.
- A written report reviewing exploitation, interrogation and debriefing tactics, techniques and procedures not currently used by the sponsor. The report shall include: descriptions of relevant techniques, recommendations and training protocols; and, suggested courses of action for working them into the current repertoire of techniques and methods.
- A written report outlining the psychological processes involved in containing recommendations and suggested courses of action to reducing the probability of such problems in the Sponsor's program.
- Training courses for personnel involved in key programs, to include interrogators, debriefers, operations and technical officers, security and other CIA staff.
- A yearly report providing the results of a field audit and risk management evaluation for all Sponsor detention facilities to assess the potential risk for

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- Provide the Sponsor with a series of seven (7) to-be-resolved (TBR) thought papers outlining implications of current scientific psychological literature on the care, handling and questioning of HVDs to meet the Sponsor's goals and objectives. These papers can serve as the reference base for the Sponsor's program.

(U) Management

(U) The Contractor shall be responsible for the day-to-day management of Contractor personnel when not deployed in support of the Sponsor. While OCONUS, senior USG personnel will serve as focal points for tasking. The Contractor shall provide a cleared company liaison to manage the day-to-day aspects of implementing this contract. The Contractor shall recommend to the Sponsor other program managers in the Management Plan to help fully complement a management team for the success of the overall effort.

(TS//) Personnel Qualifications

- Senior-level professional psychology consultant. A person in this role and position provides consultation and operational capabilities for the "weaponization" of psychology as a tool in the war on terror. With respect to obtaining intelligence through exploitation and interrogation, understanding and harnessing psychological factors are the most critical mechanisms in play. To this end, this person must possess the credentials and experience to be a preeminent expert on exploitation, interrogation, resistance to interrogation, and the psychological aspects of obtaining intelligence from human sources attempting to withhold or distort time-sensitive, critical information. For purposes of this SOW, a senior-level professional psychology consultant must:
 - o Hold a Ph.D. or Psy.D. in psychology from an American Psychological Association approved academic program (or equivalent)
 - o Be licensed or license-eligible to independently practice their profession
 - o Have experience advising senior management on the development of exploitation strategies for obtaining information from human sources who are attempting to distort or withhold it
 - o Have operational experience in the exploitation and interrogation of human sources who are attempting to withhold information
 - o Have experience developing exploitation techniques and strategies, to include the development of exploitation plans, the identification, assessment, and implementation of specific interrogation procedures against such targets
 - o Have experience deployed as a psychologist advising exploitation teams, conducting psychological assessments of detainees for purposes of exploitation, and monitoring operational activities for

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- o Experience developing and providing exploitation and interrogation training programs
- o Experience with resistance to interrogation training programs and operational applications, to include experience with developing training programs, teaching resistance to interrogation, studying issues related to resistance to interrogation, and being operationally deployed to monitor, assess and develop countermeasures for resistance to interrogation methods employed by enemies of the United States
- o Experience in the development and operational use of risk management programs designed to reduce the risk in detention facilities and other locations where exploitation and interrogations are conducted
- o Experience mentoring and providing on-site training in operational locations for senior management, interrogators, debriefers and security personnel
- o Experience resolving emerging problems in detention facilities and other settings where interrogations and exploitation occur
- o Experience providing psychologically-based consultation to the USG on the design and maintenance of facilities and other settings to enhance intelligence collection from human sources reluctant to provide it
- o Experience providing psychologically based consultation to the USG on the short and long term maintenance of detained personnel to facilitate intelligence collection while maintaining mental health, and experience implementing interventions in long term maintenance facilities.

- **Psychologist:** For purposes of this effort, psychologists provided by the Contractor must meet the criteria and training requirements of the Sponsor.

- **HVD Interrogator:** For purposes of this effort, HVD interrogators must meet the criteria and training requirement of the Sponsor
- **Exploitation and Interrogation Instructor:** For purposes of this effort, exploitation and interrogation instructors provided by the Contractor must meet the criteria and training requirements of the Sponsor.

- **Operational Exercise - Training Laboratory Role-Player:** For purposes of this effort, operational exercise-training laboratory role-players provided by the Contractor must meet the criteria and training requirements of the Sponsor.
- **Exploitation Security Officer:** For the purposes of this effort, such an Officer combines the skills, talents, and experience to provide both security and safety for the HVDs, to provide security of the facilities, and to provide for the safety of Sponsor's staff and other contractors. These Officers must also have the background, experience, and/or training to maintain or enhance the well being of

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the HVDs; this is imperative to help meet the mission requirements of eliciting information from HVDs.

6.0 (U) DELIVERABLES AND MILESTONES

6.1 (U) Management Plan

(U) The Contractor shall prepare a Management Plan setting out the processes for planning, applying, reporting, and controlling the use of personnel, funds, and facilities in order to achieve the objectives of this effort. This Management Plan shall be made available for Government review within one (1) month TBR after receipt of order (ARO).

6.2 (U) Concept of Operations

(U) The Contractor shall prepare a concept of operations document. The purpose of this document is to demonstrate to the Government that the Contractor fully understands the requirements and needs of the Government. The Concept of Operations document shall also be presented to the Government within one (1) month TBR ARO.

6.3 (U) Operational Readiness Review

(U) The Contractor shall host an Operational Readiness Review on a date specified by the COTR,

tentatively six (6) months ARO. This Operational Readiness Review shall be conducted at a training facility to demonstrate the readiness of the facility to begin operations. The Contractor shall use the Concept of Operations as the principal, yet not sole basis, for establishing operational readiness. Working with Government personnel, the Contractor shall establish the required products for this Review.

6.4 (U) Periodic Reports

(U) The Contractor shall submit quarterly technical reports to the Government during the period of performance. The content and format of these quarterly reports will be mutually agreed to between the Sponsor and the Contractor.

(U) The Contractor shall submit monthly financial reports to the Government during the period of performance. The content and format of these reports shall be as specified within the contract.

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(C) The association between the Sponsor and the Contractor shall be classified **CONFIDENTIAL**.

(S) Contractor personnel assigned to this effort working "unescorted" within the training SCIF must be cleared to the ISSA/TOP SECRET level. Any contractor personnel having access to SI, other Sensitive Compartmented Information (SCI), or Special Access Program (SAP) material must be cleared to the ISSA/TOP SECRET level. Likewise, contractor personnel having access to the ADSN or the Agency's secure voice telephone system must also be cleared to the ISSA/TOP SECRET level.

(S) As noted in ¶ 3.0 Scope, "interrogators" may be brought onto this effort at a minimum ISA/SECRET level, but must immediately be put into process for ISSA/TOP SECRET level clearances.

(U) If required by security considerations, the Contractor shall provide properly segregated workspaces, which facilitate various levels of clearance and work classification. The methods by which each such office is secure shall be addressed in the Concept of Operations and the Operational Readiness Review.

8.0 (U) PLACE OF PERFORMANCE

(S) Work under this effort shall be performed at the Contractor's SCIF Facility, which shall be obtained and maintained by the Contractor.

9.0 (U) SPECIAL CONSIDERATIONS**9.1 (U) Government Furnished Information (GFI)**

(U) Exemplar Computer Security Plan. This exemplar will be provided to the Contractor upon award.

(C) All materials furnished by CTC or other U.S. Government organizations must be handled in a safe and secure manner commensurate with the classification or compartmentation security controls of the material. Any questions about the secure

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handling and safe storage of the material shall be directed to the US Government staff for resolution.

9.2 (U) Government Furnished Equipment (GFE)

(FOUO) The Sponsor will deliver, install, configure, and test the requisite computer equipment backbone for the ADSN in the Contractor's facility,

The Sponsor will order and ship to the contractor's facility, the requisite computer hardware and software for the ADSN. The Contractor must design, configure, build, and maintain the Contractor's facility to accommodate the physical, technical, and security requirements of the Sponsor's ADSN,

(S/) For the Contractor's exploitation security advisors working at the Sponsor-controlled, OCONUS facilities, the Sponsor will provide all clothing, weapons, and ammunition. The Contractor's exploitation security advisors may purchase boots for work under this effort and the Contractor can invoice the costs of these boots to the contract; the boots are considered GFE.

9.3 (E) Overseas Fitness

(E) For Contractor personnel for whom potential OCONUS travel is anticipated or planned, the Contractor shall certify that those personnel are medically fit, that each does not have medical conditions that:

- Cannot be safely dealt with overseas, or
- Will likely require temporary or permanent return to CONUS prior to the end of the assignment, or
- Prevents safe performance of the job, or
- Makes it impossible to meet required Federal Medical Standards.

9.4 (E) OCONUS Travel: "Off Contract"

(E) When Contractor personnel are required to undertake OCONUS TDYs, the Government shall provide travel services, such as, but not limited to, airline reservations, vehicle rentals, lodging, per diem, and documentation. Funding of these travel costs shall be separate from the contract. To accomplish this work, Contractor personnel may be directed by the Government to TDY

9.5 (U) CONUS Travel: "On Contract"

(U) When Contractor personnel are required to undertake CONUS TDYs, the Contractor shall provide travel services, such as, but not limited to, airline reservations, vehicle

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rentals, lodging, per diem, etc. Funding of these travel costs shall be included within the contract and invoiced as such.

9.6 (U) Dangerous Locations

(U) Some of the OCONUS locations are considered "dangerous" by the Department of State (reference DSSR 650 and Section 920). For OCONUS TDYs of certain durations and certain locations, "post hardship differentials" may be applied (reference DSSR 510).

9.7 (U) MedEvac Coverage

(U) The Contractor shall demonstrate insurance coverage for medical evacuation (medevac) from OCONUS locations for Contract personnel. The name of the provider of this coverage, policy or certificate number, and telephone contact numbers shall be provided to the Sponsor. The Sponsor notes that to certain OCONUS locations: "country clearance will not be granted to contractors without medevac insurance."

9.8 (U) Hazardous Duty

(U) When Contractor personnel are required to undertake hazardous duties, as described below, additional fees for such services may be claimed. Those fees, differentials, may only be claimed for the actual hours during which such hazardous duties are performed.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE 1 OF 29 PAGES
2 AMENDMENT/MODIFICATION NO. Modification No. 1	3 EFFECTIVE DATE See block 16c	4 REQUISITION/PURCHASE REQ. NO. 240205770424	5 PROJECT NO. (if applicable)	
6 ISSUED BY	CODE	7 ADMINISTERED BY (if other than item 6)	CODE	
			For any questions, please call	
8 NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			(*) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
			10B. DATED (SEE ITEM 11) 2 March 2005	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

The contract value and obligation from \$1,183,783 by \$7,670,640 to \$8,854,423.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.103(d).
X C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
(*) D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JAMES J. Mitchell, President	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15R. CONTRACTOR SIGNATURE	15C. DATE SIGNED 7 05
15D. UNITED STATES OF AMERICA	15E. DATE SIGNED 7 05
BY	

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Prescribed by GSA
PAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #1
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The purpose of this Modification No. 01 is to definitize the letter contract #2005*P141590*000, therefore the following revisions are hereby made to the contract schedule:

Delete the following clauses; 52.216-23 Execution and Commencement of Work (APR 1984) (MODIFIED), 52.216-24 Limitation of Government Liability (APR 1984), 52.216-25 Contract Definitization (OCT 1997) (MODIFIED), and 52.216-26 Payments of Allowable Costs Before Definitization (DEC 2002)

15.2.204-721 Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 15.2.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$8,854,423.

	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Level-of-Effort Target					
Minimum-3% swing					
Maximum-3% swing					
Labor					
Other Direct Costs (ODCs)					
Danger Pay					
DBA Insurance					
Fringe Benefits					
G&A					
Overhead					
CLM-Travel (not to exceed)					
Total (rounded)	\$8,854,423	\$9,930,683	\$10,348,787	\$10,705,950	\$10,864,621

*To be exercised

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 31,420 labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #)
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Delete the following clauses; 52.216-23 Execution and Commencement of Work (APR 1984) (MODIFIED), 52.216-24 Limitation of Government Limitation of Government Liability (APR 1984), 52.216-25 Contract Definitization (OCT 1997) (MODIFIED), and 52.216-26 Payments of Allowable Costs Before Definitization (DEC 2002).

152.204-721 Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

I-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(1) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$8,854,423.

	Base	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Level-of-Effort-Target					
Minimum-3% swing					
Maximum-3% swing					
Labor					
Other Direct Costs (ODCs)					
Danger Pay					
DBA Insurance					
Fringe Benefits					
G&A					
Overhead					
CLIN-Travel (not to exceed)					
Total (rounded)	\$8,854,423	\$9,930,683	\$10,348,787	\$10,705,950	\$10,864,621

* To be exercised.

b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 76,420 labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

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Labor Category	Base	Option Year 1*	Option Year 2*	Option Year 3*	Option Year 4*
Principal - Jim - Independent Contractor	1,920	1,920	1,920	1,920	1,920
Principal - Bruce - Independent Contractor	1,920	1,920	1,920	1,920	1,920

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Total	36,420	48,325	48,325	48,325	48,325

* To be exercised

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \frac{\text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE}}$$

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

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B-2. 152.216-780 Scope of Contract (Fixed-Price, Level-of-Effort Term) (OCT 2003)

The Contractor shall:

- (a) On a Level-of-Effort basis, perform assigned tasks, in accordance with the Statement of Work (SOW).
- (b) In accordance with the terms and conditions set forth hereafter, furnish the necessary qualified and properly cleared personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) to enable accomplishment of the specific tasks identified by the Statement of Work.
- (c) Conduct and/or participate in a Progress Review Meeting, as required by the COTR in order to review task performance and completion.
- (d) Prepare and submit monthly two copies of the contract status report to the Contracting Officer.

**B-3. 152.216-742 Option For Increased Quantity - Direct Hours (FFP/LOE)(OCT 2003)
 (MODIFIED)**

- (a) The parties recognize that the total amount of direct labor hours set forth in the "Type of Contract and Consideration" clause in Section B represent(s) the best estimate of the number of direct hours that will be required to accomplish this contract effort. As the work continues or evolves, the effort originally contemplated may enlarge or modify, necessitating additional hours in excess of the amount set forth in said clause. As long as the additional effort is deemed by the contracting officer to be within scope of the contract, the total amount of direct hours may be increased in order that additional effort may be performed. Unless otherwise specified in the contract, any increase in total hours shall be at the firm fixed price (FFP) hourly rate set forth in paragraph (b) below.
- (b) The Government may increase the number of direct hours by issuing an appropriately funded unilateral modification to this contract citing this clause as authority. Each unilateral modification issued pursuant to this provision shall increase the estimated contract value set forth in the "Type of Contract and Consideration" clause in Section B, at the FFP per hour amounts as shown in the following table, respectively for each direct hour added.

Option Year One (2 March 2006 to 1 March 2007)
 Option Year Two (2 March 2007 to 1 March 2008)
 Option Year Three (2 March 2008 to 1 March 2009)
 Option year Four (2 March 2009 to 1 March 2010)

B-4. Rate Re-opener

A one-time rate re-opener clause will be implemented at the end of the base year to review Mitchell, Jessen, & Associates rates. If fully load rates are projected to shift +/-2% from the current rates submitted and reviewed by Audit, the Government and contractor will adjust the composite rates consistent with the % change.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. 152.211-701 Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled, "DCIS CounterTerrorist Center (CTC) Elicitation and Training for CTC "ETC" Project", dated 15 June 2005 which is incorporated by reference or attached hereto, is made a part of this contract.

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SECTION D - PACKAGING AND MARKING

N/A

SECTION E - INSPECTION AND ACCEPTANCE

E-1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www-far.npr.gov/References/References.html>

E-2. 52.246-4 Inspection of Services--Fixed-Price. (AUG 1996)

E-3. 152.246-702 Inspection and Acceptance at Destination (General) (MAR 2004)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

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SECTION F - DELIVERIES OR PERFORMANCE

- F-1. 52.242-15 Stop-Work Order AUG 1989**
- F-2. 52.242-17 Government Delay of Work APR 1984**
- F-3. 152.211-705 Period of Performance (AUG 1996)**

The period of performance of this contract is 2 March 2005 to 1 March 2006.
 The period of performance for Option 1, if exercised, is 2 March 2006 to 1 March 2007.
 The period of performance for Option 2, if exercised, is 2 March 2007 to 1 March 2008.
 The period of performance for Option 3, if exercised, is 2 March 2008 to 1 March 2009.
 The period of performance for Option 4, if exercised, is 2 March 2009 to 1 March 2010.

- F-4. 152.242-708 Contract Status Report (DEC 2001) (Modified)**

Monthly contract status reports shall be submitted in one copy to the Contracting Officer and one copy to the COTR, not later than 15 calendar days after the close of the month covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar. Failure to submit this report will result in delay in payment of invoices.

- F-5. 152.211-707 Place of Performance (AUG 1996)**

The principal place of performance under this contract shall be the Government's facility located in the Metropolitan Washington, DC area and performance will also take place at contractor's facility.

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SECTION G - CONTRACT ADMINISTRATION DATA**G-1. 152.204-720 Settlement - Fixed Price Services (FEB 2002)**

Upon completion of the subject contract, the Contractor shall submit the following documents:

- (a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expensed) (Three (3) copies required)
- (b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One (1) copy required)
- (c) Final Government Furnished Property/Contractor Acquired Property (GFP/CAP) Statement - Disposition of Government Property (One (1) copy required)
- (d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One (1) copy required)
- (e) Copy of Final Invoice submitted to the Payment Office (One (1) copy required)

One complete set of closeout documentation shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

If you have any questions in regard to the closeout procedure, please contact the Contracting Officer.

G-2. 152.232-701 Billing Cycle (JAN 2004)

Pursuant to the "Invoicing and Payment Instructions" or the "Electronic Submission of Payment Requests" clause, the Government will issue payment only after services have been rendered. Consequently, Contractors shall submit invoices in arrears and no more frequently than monthly.

G-3. 152.232-718 Invoicing and Payment Instructions (General) - Classified Association (JAN 2004)

- (a) Contractors may mail invoices to the following payment office:

However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine to phone number: _____ When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.

- (b) The payment periods designated in the FAR provisions for Prompt Payment contained in this contract will begin the date the Government receives a proper invoice in the payment office. A proper

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invoice must include:

- (1) Name of the business concern, invoice date, and date(s) supplies delivered or services performed.
- (2) Contract, purchase order, or delivery order number. The Agency cannot process for payment an invoice that lacks a contract, purchase order, or delivery order number. No other 'authorizations' are valid or acceptable.
- (3) Itemized cost elements and fee amount for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time and material or labor hour contracts); description, price, and quantity of supplies delivered and/or services rendered (for fixed price contracts, purchase orders and delivery orders).
- (4) Shipping and payment terms (for fixed price contracts, purchase orders, or delivery orders).
- (5) Name, title, phone number, and complete mailing address of responsible official to whom the Agency should send payment.

(c) The Agency shall give notice of an apparent error, defect, or impropriety in an invoice to the Contractor within 7 days of receipt of the invoice by the payment office. Contractors can make inquiries regarding invoices to the payment office on

G-4. 152.242-701 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (B) (MAR 2004)

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or his designated representative. As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated representative is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if Cost-Reimbursement), schedule and technical requirements of the contract.

(b) Designation: The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

Name

-- to be provided

(c) Notification: The Contracting Officer is the only representative of the government authorized to

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negotiate, enter into, modify or take any other action with respect to this contract.

Therefore, no other employee or representative of the government has the authority to initiate a course of action which may alter the terms of this contract. All revisions to specifications, requirements or informal commitments which may involve a change in either the total cost/price, scope, delivery schedule or legal aspects of this contract must be accomplished by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by government personnel (other than the Contracting Officer) imply a commitment on the part of the government which would effect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval prior to proceeding. Otherwise, the Contractor proceeds at its own risk.

G-5. 152.242-718 Novation/Change-of-Name Notification Requirement (MAR 2004)

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:

(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

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G.6 152.242-719 Emergency Locator and Points-of-Contact Information in LOCATOR (FEB 2002)

- (a) 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.
- (b) All Prime Contractor employees and all Subcontractor employees, if any, who work 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 Contractor shall inform each affected Prime Contractor and Subcontractor employee of this mandatory requirement and the use of the information for emergency situations.
- (c) The information in paragraph (d) shall be input and maintained by Prime Contractor and Subcontractor employees as follows:
- (1) Individuals, who are given access to the ADSN, shall input and maintain their own information.
 - (2) In the event that an individual(s) does not have access to the ADSN, the information shall be provided by the Prime Contractor and Subcontractor employee(s), in writing, to the COTR for input into the database by the COTR.
 - (d) Minimum information to be input and maintained in LOCATOR:
 - (1) Full name; Social Security Number, Agency Identification Number (AIN) or Security File Number;
 - (2) Non-secure and secure work phone numbers;
 - (3) Primary assigned office, building, floor, vault;
 - (4) Name and non-secure phone number of contract COTR as "Agency Contact Name/Phone";
 - (5) Company name; Subcontractor employees shall include both the name of the prime contractor and the name of the company they are employed by;
 - (6) Full name and telephone number of an emergency point-of-contact at the Prime Contractor's company who is not employed at the same Sponsor facility where this contract will be performed; and,
 - (7) Full name, street address, and telephone number of a personal emergency point-of-contact as designated by each person whose name is entered into the database.
 - (e) The Prime Contractor is also required to maintain, at their own facility, this emergency locator and points-of-contact information of all Prime Contractor and Subcontractor employees working at the Sponsor's facilities.
 - (f) 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

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above-mentioned individuals to the ADSN and Sponsor's facilities.

(g) The Contractor agrees to incorporate the substance of this clause, including this paragraph (g), in all subcontracts under this contract when Subcontractor employees will work on the Sponsor's facilities.

G-7. 152.245-704 Government-Furnished Property, Facilities And Services (MAR 2004)

(a) The following clause is incorporated by reference:

52.245-2 Government Property (Fixed Price Contracts)

52.245-4 Government-Furnished Property (Short Form)

52.245-5 Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts).

(b) Under the contract FAR clause for Government-Furnished Property, and at no expense to the Contractor, the Government shall provide the property, facilities and/or services identified below, for use in the performance of this contract or other such contract(s) as may be authorized by the Contracting Officer.

(c) The Contractor's property control system shall provide annually the total acquisition cost for Government property for which the Contractor is accountable under this contract, including Government property at subcontractor's plants and alternate locations. The Contractor's annual report shall be prepared on a form provided by the Property Administrator and submitted no later than the date prescribed by the Property Administrator.

(d) All inquiries regarding the issuance and disposition of the above property should be directed to the Contracting Officer. Note: The provision for reporting property at the completion or termination of a contract is contained in the standard FAR clauses that must be incorporated into the contract by reference. Standard FAR clauses 52.245-2 and 52.245-5 state that the Contractor "shall comply with FAR subpart 45.5 as in effect on the date of this contract."

(e) At the completion of the Annual Inventory exercise, the Contractor shall submit the completed inventory to the COTR for validation and verification. The Contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Property Administrator.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. 152.203-702 Fraud, Waste, and Abuse - Classified Association (DEC 2002)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel should contact the Office of Inspector General, Investigations Staff, at phone number

H-2. 152.204-700 Security Requirements - Contract Classification (JUL 1997)

The association of the Sponsor with the Contractor is CONFIDENTIAL. The work to be performed is classified TOP SECRET, reports are classified TOP SECRET, and hardware is classified N/A. This classified information shall be divulged only on a need to know basis, and then only to those who have been authorized in writing by the Contracting Officer. Correspondence originated by the contractor and/or data to be submitted, the contents of which contain classified information shall be stamped by you with the appropriate classification.

The CONTRACT DATA CLASSIFICATION GUIDE (CDCG) is incorporated by reference into this contract. The CDCG is not all-inclusive, but serves as a guide in connection with Contractor handling of classified materials.

H-3. 152.204-702 Security Requirements - Clearances (SEP 2002)

(a) The Agency only conducts security screening on contractor personnel who are employees of the contractor company at the time the contractor requests a security clearance or access approval. In order to access an Agency facility, the contractor employee must be a U.S. citizen. In order to receive a security clearance or access approval, contractor personnel shall be US citizens and provide the following information for use in the clearance process:

- (1) "Industrial Security Approval or Access Request", Form 4311;
- (2) "Questionnaire for National Security Positions," SF 86; and
- (3) Fair Credit Reporting Act Release form.

The contractor shall plan for expected attrition by advanced preparation and submission of the aforementioned items.

(b) Those contractor personnel needing unescorted access to Government facilities (to include Government automated information systems) and access to sensitive compartmented information (SCI) or information classified at the Top Secret level shall be required to have an Industrial Security Staff Approval/Top Secret (ISSA/TS) security clearance along with any required SCI access approvals. The granting or denial of an ISSA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 or other applicable law or regulation. The adjudicative guidelines have also been adopted as an annex to DCID 6/4 and have been incorporated by reference in

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Full scope polygraph examinations cover both counterintelligence (CI) and security issues to include involvement in illegal drug use and criminal activity. Full scope polygraph examinations are an integral part of ISSA/TS security screening.

(c) Those contractor personnel needing access to Top Secret or SCI material but only limited or no access to Government facilities shall be required to have an Industrial Security Approval/Top Secret (ISA/TS) security clearance, along with any required SCI access approval. The granting or denial of an ISA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and CI scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968; adopted as an annex to DCID 6/4; and incorporated by reference in _____

(d) Those contractor personnel needing access to Secret material and little or no access to Government facilities shall be required to have an Industrial Security Approval/Secret (ISA/S) security clearance. The granting or denial of an ISA/S is based on a comparison of the results of a more limited inquiry (generally National Agency Checks [NAC], Local Agency Checks [LAC], and credit checks) against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in _____

(e) Those contractor personnel needing unescorted access to Government facilities and who may, as a result, receive inadvertent access to classified material shall be required to have a Facility Access Approval (FAA). The granting or denial of an FAA is based on a comparison of the results of a background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in _____

(f) Four and one-half years from the cleared personnel's last background investigation, the contractor shall resubmit to the Sponsor a complete clearance package to be used to re-investigate such individuals' continued eligibility for security clearance or access approval.

(g) If portions of this work under this contract occur at Government facilities, all Sponsor regulations and procedures that relate to security management shall be adhered to by contractor personnel. In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek Government guidance regarding its handling. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative.

(h) Only such persons who have been authorized by the Contracting Officer of the Contracting Officer's Technical Representative shall be assigned to this work. In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. Said information will be required not later than three (3) days in advance of the scheduled date of such work.

(i) All contractor personnel who receive a security clearance or access approval under the terms of this contract will be required to execute an Agency specified secrecy agreement and/or nondisclosure agreement.

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(j) The Contractor agrees to abide by all applicable Agency security regulations governing personnel, facilities, technical, information systems, communications, and protective programs.

H-4. 152.204-703 Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or 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. This shall include, but is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

H-5. 152.204-704 Request for Clause Waiver Due to Security Requirements (JUL 1997)

When the Contractor, in performance of the work under this contract, finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Contractor shall call such conflict to the attention of the Contracting Officer and/or COSR. The Contracting Officer may issue a waiver in writing to:

- (a) modify or rescind such security requirements, or
- (b) waive compliance with such security requirements.

H-6. 152.204-705 Foreign Ownership, Control, or Influence (SEP 2002)

(a) Notwithstanding the provisions of Section 3 of the NISPOM, the Government intends to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on security requirements. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

(b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF328), and a Key Management Personnel List (KMPL) with their proposal or prior to contract performance, as appropriate. All SF328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF328 and KMPL at the level of the company negotiating a contract with the Government, when desired. Offerors are also

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required to request, collect, and forward to the Government the SF328 from all Subcontractors undertaking classified work under the Offeror's direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF328 submission. SF328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Additionally, a KMPL must be submitted with each SF328 which identifies senior management by name, position, social security number, date/place of birth, and citizenship status.

(c) The Contractor shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any Subcontractor, promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in the NISPOM.

(d) The Contractor shall provide an updated SF328 and KMPL no later than five years from the date as certified on the last submitted SF328. The Contractor shall also promptly disclose to the Contracting Officer any information pertaining to any interest of a FOCI nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or has subsequently come to the Contractor's attention. An updated SF328 is required of the Contractor or any Subcontractor whenever there is a change in response to any of the 10 questions on the SF328.

(e) The Contractor is responsible for initiating the submission of the SF328 and KMP for all Subcontractors undertaking classified work during the entire period of performance of the contract.

H-7. 152.204-712 Personal Conduct

(a) The Contractor and its employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, uncooperative, or whose continued employment on the work is deemed by the Government to be contrary to the public interest.

(b) The Contractor shall inform its employees that the Agency has a zero tolerance policy for harassing behavior and that it shall not be tolerated. Any Contractor employee who is found to be culpable in incidents of harassment shall be immediately escorted from the premises and denied further access. This policy creates a greater burden upon the conduct of Contractor employees. The Contractor shall emphasize this fact to its employees.

(c) Exclusion under the circumstances described in this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

H-8. 152.204-722 Reporting and Training Requirements for ISSA/TS Approved Contractor Personnel (SEP 2002)

The Industrial Contractor who has staff-like (ISSA/TS) access has the following mandatory reporting and training requirements:

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- (a) **Financial Disclosure.** A Financial Disclosure Form (FDF444V) must be completed on an annual basis. The FDF 444V is available for electronic submission via Lotus Notes. Personnel with Agency Data Network Lotus Notes must utilize the on-line database when filing. The Industrial Contractor will receive the FDF 444V and submission instructions either as an attachment to a Lotus Note; a document sent via secure fax; a document transmitted by cable; or a form forwarded in a secure pouch. For those who do not have access to Lotus Notes, hardcopy or softcopy FDF 444V forms are available from the Office of Security, Financial Analysis Staff (OS/FAS).
- (b) **Foreign Contacts.** All unofficial foreign contacts must be reported in accordance with Unofficial Contact with Foreign Nationals.
- (c) **Foreign Travel.** All personal foreign travel must be reported in accordance with Personal Foreign Travel.
- (d) **Agency Information Security Course (AISC).** All contractors with access to Agency Information Systems must complete annual Infosec training.
- (e) **Counterintelligence Training.** The contractor shall attend the Sponsor's next available Counterintelligence and Security Program (CISP) briefing unless s/he has attended a CISP briefing within the past five calendar years.

H-9. 152.204-723 Prohibition Against Recruiting in Agency Facilities (AUG 2004)

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while in any facility controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of an Agency employee by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.

(b) *The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program. The prohibition also does not apply to the recruitment of Agency personnel for part-time work that does not conflict or interfere with Agency personnel's employment with the Agency, provided Contracting Officer approval has been obtained consistent with paragraph (a) above.*

(c) Exclusion under the circumstances described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

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H-10. 152.215-719 Incorporation of Section K, Representation, Certifications, and Other Statements of Offeror (OCT 2003)

SECTION K, which has been completed and dated 2 March 2005 (submitted electronically) is incorporated herein by reference and made a part of this contract.

H-12. 152.215-721 Order Of Precedence (OCT 2003)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Statement of Work
- (3) Other provisions of the contract when attached or incorporated by reference
- (4) Specifications
- (5) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of the schedule, SOW, etc. of this contract, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, target fee, award fee or schedule extensions.

H-13. 152.215-724 Key Personnel (AUG 1996)

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name	Title
James E. Mitchell	Principal - Independent Contractor
John B. Jessen	Principal - Independent Contractor

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in sufficient detail to permit evaluation of the impact on the program. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

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H-14. 152.231-701 Payment of Contractor Travel (JAN 2004) (MODIFIED)

- (a) Travel costs incurred under this contract are allowable subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46.
- (b) Due to National Security or operational exigency, there are some circumstances under which the contractor will not need to or cannot obtain prior approval from the Contracting Officer before undertaking travel.
 - 1) Certain TDYs, non government rates are allowable; and
 - 2) When time sensitive foreign travel is required.

H-15. 152.231-702 Mission Sensitive Travel/Government Furnished Travel Services

- (a) Performance of this contract may involve mission sensitive travel as described in the Statement of Work. Costs associated with such travel are not included in the contract cost or price. Consequently, the contractor shall not include costs for this travel in its invoices to the Agency.
- (b) The Government will provide travel services for any contractor personnel involved in mission sensitive travel. This includes obtaining airline reservations and tickets, making rental car reservations, and any special documents needed for the contractor employee to accomplish the mission sensitive travel. Additionally, the component funding the travel will directly reimburse contractor employee travel expenses upon receipt of a proper travel accounting. The contractor will be responsible for any insurance, vaccinations, or medications needed in connection with the travel.
- (c) Before undertaking any mission sensitive travel, contractor employees shall obtain approval of the COTR and appropriate component travel approving official via the Agency's official travel system. In addition, they shall notify the appropriate company official of such travel consistent with the security requirements of this contract. Upon completion of the travel, contractor employees shall submit a travel accounting voucher to the sponsoring component Budget and Finance (B&F) officer through the Agency travel system. A paper voucher may be submitted in the event the contractor employee does not have access to the Agency travel system. Contractor employees shall also submit their lodging receipts with the accounting voucher to the B&F.
- (d) Reimbursement to contractor employees for expenses in connection with authorized mission sensitive travel will substantially conform with Agency travel regulations. However, reimbursement for lodging expenses will be limited to the lesser of—
 - (1) Actual lodging expenses; or
 - (2) The lodging rate and allowance 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

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- (3) The alternate rate (if any) established by the component funding the travel.
- (e) Reimbursement for meals and incidental expenses will be limited to the lesser of:
- (1) The meals and incidental (MI&E) rate and allowance 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
 - (2) The alternate rate (if any) established by the component funding the travel.
- (f) In special or unforeseen situations, costs in excess of the above limits may be allowed, provided the conditions and procedures described in Agency Policies are met.
- (g) The Government will purchase airline tickets for mission sensitive travel. These tickets will provide for customary standard, coach, or equivalent travel during normal business hours unless otherwise authorized or required by Agency travel regulations.
- (h) Subject to the approval of the component that is funding the travel, contractor employees may be provided an advance of funds for anticipated travel expenses. The amount of any advance will be in accordance with the policies of the Agency and the component that is funding the travel. Contractor employees shall account for any advanced funds in accordance with the terms above and Agency policy. Contractor employees will provide accounting to the Agency within 30 days of completing travel. If contractor employees fail to account for any advanced funds, the contractor consents to the Agency withholding any funds unaccounted for from contract invoice payments under the contract.

H-16. 152.231-707 Early Dismissal and Closure of Government Facilities (JAN 2004)

- (a) When an Agency facility is closed and/or an early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.
- (b) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to an Agency contract.
- (c) Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting

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standards, and company policy. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

H-17. 152.242-715 Contractor Performance Evaluation (MAR 2004)

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

- (1) Final evaluation shall be conducted for all contracts after completion of contract performance; and
- (2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

H-18. 152.242-716 Past Performance Information - Referencing Agency Contracts (MAR 2004)

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

H-19. 152.243-701 Limitation of Working Groups (MAR 2004)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

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SECTION I - CONTRACT CLAUSES**I-1. 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at this/these address (es): www.arnet.gov

52.202-1	Definitions.	JUL 2004
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 2003
52.204-4	Printing or Copying Double-Sided on Recycled Paper.	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records - Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-18	Reversion or Adjustments of Plans for Post Retirement Benefits (PRB) Other Than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed a total of three years.

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52.219-8	Utilization of Small Business Concerns.	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor.	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity.	APR 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	DEC 2001
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.224-1	Privacy Act Notification.	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases.	MAR 2005
52.227-14	Rights in Data - General	JUN 1987
52.228-3	Workers' Compensation Insurance (Defense Base Act)	APR 1984
52.229-3	Federal, State, and Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments.	APR 1984
52.232-8	Discounts for Prompt Payment.	FEB 2002
52.232-17	Interest.	JUN 1996
52.232-24	Prohibition of Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes (DEC 1998) Alternate 1	JUL 2002
52.233-3	Protest after Award.	AUG 1996
52.237-3	Continuity of Services	JAN 1991
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1	Changes Fixed-Price Alternate 1	AUG 1987
52.244-6	Subcontracts for Commercial Items	APR 1984
52.246-25	Limitation of Liability--Services.	DEC 2004
52.242-13	Bankruptcy	FEB 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price).	JUL 1995
52.249-8	Default (Fixed-Price Supply and Service).	MAY 2004
52.253-1	Computer Generated Forms.	APR 1984
		JAN 1991

I-2. 152.203-700 Compliance With the Constitution and Statutes of the United States (AUG 1996)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

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I-3. 152.209-701 Organizational Conflict of Interest: General (JUL 2003)

- (a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.
- (b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.
- (c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the Government's rights.
- (e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.
- (f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

I-5. 152.215-700 Audit and Records - Negotiation (AUG 2004)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

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(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to -

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating -

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(e) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR); or for any longer period required by statute or by other clauses of this contract. In addition -

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and -

- (1) That are cost-reimbursement, incentive, time-and-material labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or

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(3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I-6. 152.215-717 Timely Notice Of Litigation (AUG 1996)

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

I-7. 152.222-700 Equal Employment Opportunity (JAN 2004)

(a) The Contractor shall comply with all applicable Federal and State equal employment opportunity laws and regulations and Agency policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property.

(b) If either the Contracting Officer or a designated representative of the Agency's Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor, at no cost to the Government, shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency's Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.

(c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.

(d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the Contractor's receipt of a claim made by a Contractor employee alleging any violation of an equal employment opportunity requirement connected to performance of this contract or connected to activities occurring on Federal property.

(e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Contractor shall cooperate with the Government's investigation. In accordance with applicable law and to the extent possible, the

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Government shall treat all information obtained from the investigation as information proprietary to the Contractor.

(f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.

(g) The Contractor shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

I-8. 152.223-704 Workplace Health and Safety (JAN 2004)

(a) The Contractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. Section 651 et seq.) and regulations promulgated thereunder including, but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 1910 of Title 29 of the Code of Federal Regulations. The Contractor shall also comply with all applicable state occupational safety and health laws and regulations. Noncompliance shall be grounds for termination of this contract in accordance with its default provisions.

(b) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to health or safety, the Contracting Officer, or the authorized representative of the Contracting Officer, shall notify the Contractor orally, with written confirmation from the Contracting Officer, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the worksite, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until the Contractor takes satisfactory corrective action. The Contracting Officer or the authorized representative of the Contracting Officer may inform the Occupational Safety and Health Administration (OSHA), or other cognizant federal, state, or local officials, of such notification. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(c) The Contractor shall insert this clause, including this paragraph (c) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made by the prime contractor to a subcontractor pursuant to paragraph (b) of this clause.

I-9 152.223-705 Accident Reporting (JAN 2004)

(a) The Contractor shall provide oral notification to the Contracting Officer or the authorized representative of the Contracting Officer when an accident occurs on Federal property in connection with performance of this contract. Notification must be given not later than twenty-four (24) hours after the accident occurs.

(b) When requested by the Contracting Officer or the authorized representative of the Contracting

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Officer, the Contractor shall conduct an investigation of the accident and shall prepare a report that identifies all pertinent facts related to the accident. The report shall include, but not be limited to, the underlying cause(s) of the accident and the actions the Contractor shall take to prevent the recurrence of similar accidents. The Contractor shall submit the report to the Contracting Officer or the authorized representative of the Contracting Officer not later than fourteen (14) calendar days from the date the accident occurs;

(c) The Government may elect to conduct an investigation of the accident with the assistance of the Contractor.

(d) Compliance with the provisions of this clause shall not entitle the Contractor to an equitable adjustment in contract price or to an extension of performance schedule.

(e) The Contractor shall incorporate this clause, including this paragraph (e), in all subcontracts, with appropriate changes in the designation of the parties.

I-10 152.229-700 Tax Audits (JAN 2004)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

I-11 152.242-717 Contractor Personnel Supervision (DEC 2001)

The Contractor's personnel shall at all times be considered and recognized as employees of the Contractor and under the Contractor's control. In order to ensure that the services defined in the Statement of Work are satisfactorily performed, the Contracting Officer, or designee, shall issue directions and requirements concerning the work to the designated supervisory personnel of the Contractor who shall, in turn, ensure that the requested services are performed in a manner satisfactory to such Contracting Officer or designee.

I-12 152.252-700 Clauses Requiring Access by Other Government Entities (JUL 2003)

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

SECTION J - LIST OF ATTACHMENTS

1	SOW, dated 15 June 2005
2	CDCG, dated 21 February 2005

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE 1 OF 4
2 AMENDMENT/MODIFICATION NO. 01	3 EFFECTIVE DATE 07/30/2014	4 REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO. (if applicable)
6 ISSUED BY	CODE	7 ADMINISTERED BY (if other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) MITCHELL JESSEN AND ASSOCIATES LLC		(X)	9A AMENDMENT OF SOLICITATION NO.
			9B DATED (SEE ITEM 11)
		X	10A MODIFICATION OF CONTRACT/ORDER NO. 2005-P141590-000
			10B DATED (SEE ITEM 11) 03/02/2005
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT. Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Deobligate excess funding FY 2009 funding

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. By	16C. DATE SIGNED
(Signature of person authorized to sign)			AUG 2014

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Classified By:

Derived From:

Reason:
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Declassify On:

~~CONFIDENTIAL~~

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<u>Section</u>	<u>Description</u>	<u>Page Number</u>
0	Commercial Items	
	A.1 Modification Description.....	2
B	Supplies or Services and Prices/Costs	

Section 0 - Commercial Items

A.1 Modification Description

The purpose of this modification is to de-obligate excess FY 2009 funding from the following Accounting Line:

1. Decrease CLIN 500: Accounting Line 1: in the amount of \$0.43
2. The total contract funding decrease from \$76,007,361 by (\$0.43) to \$76,007,360.57
3. Contract value remains at \$76,007,361.00

Please note, due to the basis conversion all funding is not reflected on CLINS as a result of the transition from to Basis, the system only transferred unexpensed funding. Therefore, the amount of funding that did not transition was \$76,007,360.57.

All Other Terms And Conditions Remain Unchanged

Classified By:

Derived From:

Reason:
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Declassify On:

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Contractor Name: MITCHELL JESSEN AND ASSOCIATES LLC
 Contract Number: 2005-P141590-000
 Modification Number: 01

Section B - Supplies or Services and Prices/Costs

CLIN DETAILS

Number	Commodity Name	Quantity	Unit	Unit Price	Total (Inc. disc., tax, fees)
0500	SERVICE	Original: 1 000000	EA	Original:	Original: \$76,007,361.00
		Change: 0.000000		\$76,007,361.0000	Change: \$0.00
		Current: 1.000000		Change: \$0.0000	Current: \$76,007,361.00
				Current:	
				\$76,007,361.0000	
Delivery Schedule:					
Period of Performance: 03/02/2005 - 12/31/2010					
Description: Consolidated Line					
Pricing Options:		Period: Base	Quantity:		
Funding:					
Accounting Line 1					
Original: \$0.43 Change: (\$0.43) Current Total: \$0.00					

	CLIN Funding	Cost
Period Base Totals:	\$0.00	\$76,007,361.00
Period Exercised Options Totals:	\$0.00	\$0.00
Period Current (Base + Exercised Options)	\$0.00	\$76,007,361.00
Totals:		
Period Unexercised Options Totals:	\$0.00	\$0.00
Period Base and Options Totals:	\$0.00	\$76,007,361.00
Quantity Base Totals:	\$0.00	\$0.00
Quantity Exercised Options Totals:	\$0.00	\$0.00
Quantity Current (Base + Exercised Options)	\$0.00	\$0.00
Totals:		
Quantity Unexercised Options Totals:	\$0.00	\$0.00
Quantity Base and Options Totals:	\$0.00	\$0.00

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Contractor Name: MITCHELL JESSEN AND ASSOCIATES LLC
Contract Number: 2005-P141590-000
Modification Number: 01

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PERIOD OF PERFORMANCE

ITEM	START	END
0500	03/02/2005	12/31/2010

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OMB Approval 7500-0047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 6 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 2	3. EFFECTIVE DATE November 14, 2005	4. REQUISITION/PURCHASE REQ. NO. 240206770050	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
For any questions, please call				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell. Iessen. & Associates			(*) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase Contract Value to \$11,834,833 and Contract Obligation to \$9,854,423.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
X C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinbefore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY		12 05

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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 Modification #2
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The purpose of this Modification No. 02 is to increase contract value, via letter modification, for the additional training and FTE cleared (ISSA/TS) exploitation security advisors, FTE (ISSA/TS) trainers for "cover" cleared (ISSA/TS) project managers to receive, develop, and service T3 intelligence requirements. This letter modification represents an undefinitized modification which may not exceed \$2,980,410.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$11,834,833.

	Base	Option Year 1 ^a	Option Year 2 ^a	Option Year 3 ^a	Option Year 4 ^a
Level-of-Effort-Target					
Minimum-3% swing					
Maximum-3% swing					
Labor					
Other Direct Costs (ODCs)					
Danger Pay					
DBA Insurance					
Fringe Benefits					
G&A					
Overhead					
CLIN-Travel (not to exceed)					
Total (rounded)	\$8,854,423	\$9,930,683	\$10,348,787	\$10,705,950	\$10,864,621

*To be exercised.

**Letter Modification – November 14, 2005 to January 31, 2005

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 38,268 labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

* To be exercised

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

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(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

Price Reduction = FFP (in \$) x (Target LOE - Expended LOE)

 Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

Add-

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$9,854,423 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
December 28, 2005	- \$490,205
January 26, 2006	- 1,490,205

	\$11,834,833

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event

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of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

Add -

52.216-24 Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations

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exceeding **\$9,854,423**.

(b) The maximum amount for which the government shall be liable if this contract is terminated is **\$9,854,423**.

52.216-25 Contract Definitization (OCT 1997)

(a) A Firm Fixed Price/Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Firm Fixed Price/Level-of-Effort proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this modification is:

Proposal submission	15 January 2006
Negotiations	15 February 2006
Definitization	17 February 2006

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

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<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	Payments of Allowable Costs Before Definitization. (DEC 2002)

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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OMB Approval 2100-0047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. Modification No. 3	3. EFFECTIVE DATE See block 16A	4. REQUISITION/PURCHASE REQ. NO. 2402067700431	5. PROJECT NO. (if applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE	
			For any questions, please call	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street county, State and ZIP Code) Mitchell, Jessen. & Associates			(9)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000
				10B. DATED (SEE ITEM 13) 2 March 2005
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Increase Contract Value to \$21,765,516 and Contract Obligation to \$14,854,423.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(10)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) Exercise Option Year 1

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 3/06
	16B. UNITED STATES OF AMERICA BY
	16C. DATE SIGNED 3/06

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FAR (48 CFR) 53.243

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 #2005*P141590*000
 Modification #3
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The purpose of this Modification No. 01 is to exercise option year one for #2005*P141590*000, therefore the following revisions are hereby made to the contract schedule:

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$21,765,516.

	Base	Option Year 1	Revised Total
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Subtotal (rounded)			
Letter Modification -Mod #2 (undefinitized-NTE)			
		Total	\$21,765,516

	Option Year 2	Option Year 3	Option Year 4
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Total (rounded)	\$10,348,787	\$10,705,950	\$10,864,621

*To be exercised.

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Modification #3
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(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

Labor Category	Base	Option Year 1	Option Year 2*	Option Year 3*	Option Year 4*
Principal - Jim - Independent Contractor	1,920	1,920	1,920	1,920	1,920
Principal - Bruce - Independent Contractor	1,920	1,920	1,920	1,920	1,920

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Total	36,420	48,325	48,325	48,325	48,325

* To be exercised

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

Price Reduction = FFP (in \$) x (Target LOE - Expended LOE)

 Target LOE

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 Modification #3
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"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FFP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

**B-3. 152.216-742 Option For Increased Quantity - Direct Hours (FFP/LOE)(OCT 2003)
 (MODIFIED)**

(a) The parties recognize that the total amount of direct labor hours set forth in the "Type of Contract and Consideration" clause in Section B represent(s) the best estimate of the number of direct hours that will be required to accomplish this contract effort. As the work continues or evolves, the effort originally contemplated may enlarge or modify, necessitating additional hours in excess of the amount set forth in said clause. As long as the additional effort is deemed by the contracting officer to be within scope of the contract, the total amount of direct hours may be increased in order that additional effort may be performed. Unless otherwise specified in the contract, any increase in total hours shall be at the firm fixed price (FFP) hourly rate set forth in paragraph (b) below.

(b) The Government may increase the number of direct hours by issuing an appropriately funded unilateral modification to this contract citing this clause as authority. Each unilateral modification issued pursuant to this provision shall increase the estimated contract value set forth in the "Type of Contract and Consideration" clause in Section B, at the FFP per hour amounts as shown in the following table, respectively for each direct hour added.

Option Year Two (2 March 2007 to 1 March 2008)
Option Year Three (2 March 2008 to 1 March 2009)
Option year Four (2 March 2009 to 1 March 2010)

B-5. 152.232-720 Limitation of Funds - Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$9,854,423 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
March 1, 2006	- \$5,000,000

Total Funding	\$14,854,423
June 1, 2006	- 3,911,093
November 1, 2006	- \$3,000,000

	\$21,765,516

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to

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continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

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 Modification #3
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(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. 152.211-701 Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled, "DCI'S CounterTerrorist Center (CTC) Elicitation and Training for CTC "ETC " Project dated 15 June 2005, revised 20 October 2005 and 26 February 2006 which is incorporated by reference or attached hereto, is made a part of this contract.

F-3. 152.211-705 Period of Performance (AUG 1996)

The period of performance of this contract is 2 March 2005 to 1 March 2006.

The period of performance for Option 1 is 2 March 2006 to 1 March 2007.

The period of performance for Option 2, if exercised, is 2 March 2007 to 1 March 2008.

The period of performance for Option 3, if exercised, is 2 March 2008 to 1 March 2009.

The period of performance for Option 4, if exercised, is 2 March 2009 to 1 March 2010.

SECTION J - LIST OF ATTACHMENTS

1	SOW, revised 26 February 2006
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OMB Approval 2700-002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. Modification No. 4	3. EFFECTIVE DATE See block 16a	4. REQUISITION/PURCHASE REQ NO. 240206770431	5. PROJECT NO. (if applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE	
For any questions, please call				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			(9) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
9. CODE	12.32X	13. FACILITY CODE	988X	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Increase Contract Value to \$26,765,516 and Contract Obligation to \$19,854,423.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(10) A	THIS CHANGE/ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
X C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
D	OTHER Specify type of modification and authority

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 3/06	16B. UNITED STATES OF AMERICA A	16C. DATE SIGNED 3/06

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Prescribed by GSA
FAR (48 CFR) 53.243

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 Modification #4
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The purpose of Modification No. 04 is to increase contract value, via letter modification, for the addition of ECP 1& 2 as outlined in the Statement of Work, "DCI's Counterterrorist Center (CTC) Elicitation and Training for CTC "ETC" Project revised 26 February 2006. This letter modification represents an undefinitized contract action, which may not exceed \$7,980,410 (\$2,980,410 Mod #2 and \$5,000,000 Mod #4).

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$26,765,516.

	Base	Option Year	Revised Total
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Subtotal (rounded)			
Letter Modification -Mod #2 (undefinitized-NTE)			
Letter Modification -Mod #4 (undefinitized-NTE)			
		Total	\$26,765,516

	Option Year	Option Year	Option Year
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Total (rounded)	\$10,348,787	\$10,705,950	\$10,864,621

*To be exercised.

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 Modification #4
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**Letter Modification (Mod #2) – November 14, 2005 to March 31, 2006 and Letter Modification (Mod #4) – March 1, 2006 to March 31, 2006.

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 84,745 labor hours.

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$19,854,423 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
March 1, 2006-Option Year 1	- \$5,000,000
March 1, 2006-ECP 1&2	- \$5,000,000

Total Funding	\$19,854,423

To be funded –

June 1, 2006	- \$3,911,093
November 1, 2006	- \$3,000,000
Funding for ECP 1 & 2-undefinitized	TBD

	\$26,765,516

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting

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Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #4
 Page 4 of 5

Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

Add -

52.216-24 Limitation of Government Liability (APR 1984) (MODIFIED)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$7,980,410 for the letter modification (#2 & 4).

(b) The maximum amount for which the government shall be liable if this contract is terminated is \$19,854,423.

52.216-25 Contract Definitization (OCT 1997)

(a) A Firm Fixed Price/Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include

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Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #4
 Page 5 of 5

(1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Firm Fixed Price/Level-of-Effort proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this modification is:

Proposal submission	15 March 2006
Negotiations	22 March 2006
Definitization	31 March 2006

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	Payments of Allowable Costs Before Definitization. (DEC 2002)

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 5	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE

For any questions, please call

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates		(<input checked="" type="checkbox"/>) 9A. AMENDMENT OF SOLICITATION NO.
CODE		9B. DATED (SEE ITEM 11)
FACILITY CODE		(<input checked="" type="checkbox"/>) 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000
		10B. DATED (SEE ITEM 13) 2 March 2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(<input checked="" type="checkbox"/>) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(h).
(<input checked="" type="checkbox"/>) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 152.245-714
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15D. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY	4/11/06

NSN 7540-01-152-8070
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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #5
 Page 2 of 3

The purpose of this Modification No. 05 is to add clause 152.245-714, therefore the following revisions are hereby made to the contract schedule:

SECTION G - CONTRACT ADMINISTRATION DATA

G-7. 152.245-704 Government Furnished Property, Facilities and Services (AUG 1996) is hereby deleted and replaced with -

G-7. 152.245-714 Government Property (NOV 2005)

(a) *General*: The contractor shall maintain adequate property control procedures, records, and a system of identification of all Government property accountable to this contract in accordance with FAR Part 45 and the applicable Government Property clause incorporated by reference in Section I. The contractor must include this clause in all subcontracts that utilize Government property.

(b) *Government Property Administrator*: The Contracting Officer has delegated property administration authority to the Agency Property Administrator.

(c) *Contractor Property Representative*: The contractor shall provide written notification of the name, address, and telephone number of the contractor's designated property representative responsible for establishing and maintaining control of Government property under this contract to the Agency Property Administrator at the address indicated below within thirty (30) days after receipt of this contract.

If the contractor's Property Representative changes, the contractor must notify the Government Property Administrator of the change within 30 days.

(d) *Government Property List*: The Government shall deliver to the contractor the property identified in the Section I attachment entitled "Government Property Report" for use in the performance of this contract on a no-charge-for-use basis. The contractor may use Government property in their possession, which is accountable to other Agency contract(s), if the Contracting Officer(s) of the other contract(s) provides written authorization of their approval for use on a rent-free, non-interference basis.

(e) *Financial Reporting - General*: The Government must account for and report assets in accordance with 31 U.S.C. 3512 and 31 U.S.C. 3515, Federal Accounting Standards, and Office of Management and Budget (OMB) instructions. Since contractors maintain the official records for Government assets in their possession, the Government must periodically obtain data from those records to complete its financial reports. Changes in Federal Accounting Standards and OMB reporting requirements may occur from year to year, requiring contractor submission of supplemental information. The specific Statements of Federal Financial Accounting Standards (SFFAS) to be used for property records are SFFAS No. 3 "Accounting for Inventory and Related Property and Materials", SFFAS No. 6, "Accounting for Property, Plant and Equipment", and "SFFAS No. 11, "Amendments to PP&E: Definitions" issued by the Federal Accounting Standards Advisory Board.

Base Contract Page

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 2005*P1415900*000
 Page 3 of 3

(f) *Financial Reports*: To assist the Government with these requirements, the contractor's property control system shall report the total acquisition cost of Government property for which the contractor is accountable under this contract, including Government property as defined in FAR 45.101. The contracting officer will provide the total acquisition cost for all property furnished to the contractor by the Government in the Section J attachment entitled "Government Property Report". The contractor shall submit Quarterly and Annual Government Property Reports to the Government Property Administrator in accordance with the detailed instructions set forth in the Section J attachment entitled "Reporting Requirements for Government Property" to provide periodic updates to the list of property accountable to this contract and to provide information on contractor acquired property. The contractor shall also submit a Property Disposition Report with its Quarterly and Annual Reports to identify deletions from contract property records associated with this contract. The Quarterly, Annual, and Disposition Reports shall be considered updates to the Section J attachment entitled "Government Property Report". In addition, the contractor shall submit a Final Disposition Report within 30 days after disposition of all property accountable to this contract. Failure to provide required reports may result in termination of this contract, suspension of payment by the Government until required reporting is received, or other action as deemed appropriate by the Contracting Officer.

(g) *Documentation Required to Support Contractor Acquired Property Items*: The contractor shall furnish the Government Property Administrator a copy of all documentation to support the reported acquisition cost and acquisition date for all contractor acquired property valued at \$50,000 and above within thirty (30) days of delivery by the vendor to the contractor. All contractor acquired property purchases since the last submitted report must be reported on the next Quarterly Report.

(h) *Form 5025 - Annual Government Property Report*: After completing the Annual Government Property Report, the contractor shall submit the completed inventory to the COTR for validation and verification. The contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Government Property Administrator. The contractor shall also submit a signed copy of the Form 5025 - Annual Government Property Report along with the required Report attachments to the Government Property Administrator in accordance with the instructions in the Section J attachment entitled "Reporting Requirements for Government Property".

SECTION J - LIST OF ATTACHMENTS

3	Reporting Requirements for Government Property
4	Annual Government Property Report

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE	PAGE 1 OF 6 PAGES
2. AMENDMENT/MODIFICATION NO Modification No. 6	3. EFFECTIVE DATE See block 16a	4. REQUISITION/PURCHASE REQ (ND) multiple	5. PROJECT NO. (If applicable)	
6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)		
CODE		CODE		
For any questions, please call				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Mitchell, Jessen. & Associates			(b) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase Contract Value to \$36,915,516 and Contract Obligation to \$30,004,423.

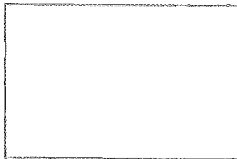
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(b) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
X C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED JUNE 2006	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 5/10/06

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FAR (48 CFR) 53.243

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 Modification #6
 Page 2 of 6

The purpose of Modification No. 06 is to increase contract value, via letter modification, for further incremental funding. This letter modification represents an undefinitized contract action, which may not exceed \$18,130,410 (\$2,980,410 Mod #2, \$5,000,000 Mod #4, \$10,150,000 Mod #6).

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$36,915,516.

	Base	Option Year 1	Revised Total
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Subtotal (rounded)			
Letter Modification -Mod #2 (undefinitized-NTE)			
Letter Modification -Mod #4 (undefinitized-NTE)			
Letter Modification - Mod#6 (undefinitized-NTE)			
		Total	\$36,915,516

	Option Year 2*	Option Year 3*	Option Year 4*
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			

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 Modification #6
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Total (rounded)

*To be exercised.

**Letter Modification (Mod #2) – November 14, 2005 to March 31, 2006 and Letter Modification (Mod #4) – March 1, 2006 to March 31, 2006 and Letter Modification (Mod #6) – extend to June 30, 2006.

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is _____ labor hours.

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$30,004,423 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
March 1, 2006-Option Year 1	- \$5,000,000
March 1, 2006-ECP 1&2	- \$5,000,000
Modification #6	-\$10,150,000

Total Funding	\$30,004,423

To be funded –

June 1, 2006	- \$3,911,093
November 1, 2006	- \$3,000,000
Funding for ECP 1 & 2-undefinitized	TBD

	\$36,915,516

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated

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 2005*P1415900*000
 Modification #6
 Page 4 of 6

date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

Add -

52.216-24 Limitation of Government Liability (APR 1984) (MODIFIED)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$18,130,410 for the letter modification (#2 & 4 & 6).

(b) The maximum amount for which the government shall be liable if this contract is terminated is \$30,004,423.

52.216-25 Contract Definitization (OCT 1997)

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Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #6
 Page 5 of 6

(a) A Firm Fixed Price/Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Firm Fixed Price/Level-of-Effort proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this modification is:

Proposal submission	15 March 2006
Negotiations	20 June 2006
Definitization	30 June 2006

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	Payments of Allowable Costs Before Definitization. (DEC 2002)

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Modification #6
Page 6 of 6

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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OMB Approval 2700-0047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. Modification No. 7	3. EFFECTIVE DATE See block 16a	4. REQUISITION/PURCHASE REQ NO. 240206770750	5. PROJECT NO. (If applicable)	
6. ISSUED BY		7. ADMINISTERED BY (If other than item 6) For any questions, please call		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates		(X) 9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. X 2005*P141590*000
		10B. DATED (SEE ITEM 13) 2 March 2005
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Increase Contract Value to \$43,826,609 and Contract Obligation to \$36,915,516.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of Parties
D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, **X** is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SER: PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) PARTNER (CFO)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 9/06
15D. UNITED STATES OF AMERICA	15E. BY
16B. DATE SIGNED 9/06	

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #7
 Page 2 of 6

The purpose of Modification No. 07 is to increase contract value and contract obligation, via letter modification as follows:

- Increase contract value from \$36,915,516 by \$6,911,093 to \$43,826,609
- Increase contract Obligation from \$30,004,423 by \$6,911,093 to \$36,915,516

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$43,826,609.

	Base	Option Year 1	Revised Total
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Subtotal (rounded)			
Letter Modification -Mod #2 (undefinitized-NTE)			
Letter Modification -Mod #4 (undefinitized-NTE)			
Letter Modification -Mod #6 (undefinitized-NTE)			
Letter Modification -Mod #7 (undefinitized-NTE)			
		Total	\$43,826,609

	Option Year 2	Option Year 3	Option Year 4
Level-of-Effort-Target			
Minimum-3% swing			
Maximum-3% swing			
Labor			
Other Direct Costs (ODCs)			
Danger Pay			
DBA Insurance			
Fringe Benefits			
G&A			
Overhead			
CLIN-Travel (not to exceed)			
Total (rounded)	\$10,348,787	\$10,705,950	\$10,864,621

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 Modification #6
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*To be exercised.

**Letter Modification (Mod #2) -- November 14, 2005 to March 31, 2006 and Letter Modification (Mod #4) -- March 1, 2006 to March 31, 2006, Letter Modification (Mod #6), and Letter Modification (Mod #7) -- extend to October 31, 2006.

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 84,745 labor hours plus ECP #1 & #2 -TBD.

B-5. 152.232-720 Limitation of Funds -- Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$36,915,516 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
March 1, 2006-Option Year 1	- \$5,000,000
March 1, 2006-ECP 1&2	- \$5,000,000
Modification #6	-\$10,150,000
September 15, 2006	- \$6,911,093
 Total Funding	 \$36,915,516

To be funded --

Funding for ECP 1 & 2-undefinitized TBD

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph

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 Modification #6
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(a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (c) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

52.216-24 Limitation of Government Liability (APR 1984) (MODIFIED)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$36,915,516.

(b) The maximum amount for which the government shall be liable if this contract is terminated is \$36,915,516.

52.216-25 Contract Definitization (OCT 1997)

(a) A Firm Fixed Price/Level-of-Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter

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 Modification #6
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contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Firm Fixed Price/Level-of-Effort proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this modification is:

Proposal submission	15 March 2006
Negotiations	8 September 2006
Definitization	29 September 2006

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

In addition thereto and in compliance with the regulation cited above, the following provisions are hereby incorporated by reference.

<u>Clause No.</u>	<u>Text Reference</u>	<u>Title</u>
52.216-26	16.603-4(c)	Payments of Allowable Costs Before Definitization. (DEC 2002)

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO Modification No. 8	3. EFFECTIVE DATE See block 16a	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
For any questions, please call				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			(<input checked="" type="checkbox"/>) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase Contract Value from \$43,826,609 by (\$2,922,925) to \$40,903,684.

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(<input checked="" type="checkbox"/>) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. DATE SIGNED
	11/06
15C. DATE SIGNED	16C. DATE SIGNED
Nov 2006	11/06

NSN 7540-01
PREVIOUS EDITION UNUSABLE

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RM 30 (REV. 10-83)
FAR (48 CFR) 53.243

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 Modification #8
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The purpose of Modification No. 08 is to definitize the letter modification for ECP #1 & #2. This modification decrease contract value from \$43,826,609 by (2,922,925) to \$40,903,684, separate costs to updated CLIN structure and to update/add clause - 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003) - this contract is a Firm Fixed Price Level-of-Effort (FFP-LOE) and Cost Plus Fixed Fee (CPFF) hybrid Contract.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year One -	\$30,685,592
Cost Plus Fixed Fee = Base Plus Option Year One -	\$10,218,092

	\$40,903,684

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

- (a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$30,685,592**.
- (b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of 187,324 labor hours and a maximum of 198,912 labor hours.
- (c) The estimated composition of the total labor-hours under this contract is as follows:

	BASE plus ECP 1&2	Option Year I plus ECP 1&2	Revised Total
Level-of-Effort-Target	66,398	126,720	193,118
Minimum-3% swing	64,406	122,918	187,324
Maximum-3% swing	68,390	130,522	198,912

- (d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.
- (e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.
- (f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the

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expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \frac{\text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE}}$$

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

Add - B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	\$10,218,092
Total CPFF:	\$10,218,092

Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004) and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

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	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

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Options -

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$23,148,715	\$3,253,591	\$1,664,686	\$121,709	\$1,789,168	\$3,349,223	\$33,327,093

Option Year Three (2 Mar 08 - 1 Mar 09)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$22,423,198	\$3,369,119	\$1,698,226	\$126,577	\$1,822,150	\$3,424,847	\$32,864,118

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Option Year Four (2 Mar 09 - 1 Mar 10)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$22,986,454	\$3,489,309	\$1,756,407	\$131,689	\$1,874,421	\$3,544,696	\$33,782,861

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which requires the combined payments may not exceed 25 percent of basic compensation.

IC Paybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	
Security Exploitation Specialists - Level 2 (IC)	
Security Exploitation Specialists - Level 1 (IC)	

*Danger Pay will escalate 4% for all option years.

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$36,915,516 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

See Next Page –

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CLIN 001 & 003 to 006 -

On execution of contract/Modification #1	- \$8,854,423
Modification #2	- \$1,000,000
March 1, 2006-Option Year 1	- \$5,000,000
March 1, 2006-ECP 1&2	- \$5,000,000
Modification #6	-\$10,150,000
Modification #7	-\$ 6,911,093

Total Funding	\$36,915,516

To be funded -

CLIN 001 - January 31, 2007 - \$1,988,168

CLIN 003 to 006 -January 31, 2007 - \$2,000,000

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

Delete - 52.216-25 Contract Definitization (OCT 1997)

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 9	3. EFFECTIVE DATE 8 February 2007	4. REQUISITION/PURCHASE REQ NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
For any questions, please call				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			(<input checked="" type="checkbox"/>) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase contract value from \$36,915,516 by \$3,988,168 to \$40,903,684

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(<input checked="" type="checkbox"/>) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
(X) C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF 43.103(b)
D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return _____ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 2 / 07
		BY	

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FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #9
Page 2 of 2

The purpose of Modification No. 09 is to fully fund the contract. The total contract funding is hereby increased from \$36,915,516 by \$3,988,168 to \$40,903,684. Accordingly, Clause B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004) is DELETED. The following change has been made to the contract.

B-5. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004) DELETED

All other contract terms and conditions not reflected herein as revised remain unchanged and in full force and effect.

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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE 1 OF 9 PAGES
2 AMENDMENT/MODIFICATION NO. Modification No. 10	3. EFFECTIVE DATE 2 March 2007	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5 PROJECT NO. (If applicable)	
6 ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
			For any questions, please call	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			(9) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

Exercise Option Period 2, this will increase the contract value from \$40,903,684 by \$28,996,389 to \$69,900,073. Add funding in the amount of \$5,000,000.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(9) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D.	OTHER Specify type of modification and authority)
X	Exercise Option Year 2

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO



Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACT/ORDER NO.	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED MAR 2007 BY	16C. DATE SIGNED 3 1 07

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FORM 30 (REV. 10-83) PROCURED BY GSA FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #10
 Page 2 of 9

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

(A) The purpose of Modification 10 is to:

1. Exercise Option Period 2, this will increase the contract value from \$40,903,684 by \$28,996,389 to \$69,900,073.
2. The target LOE required for this option period is 127,640 with a +/- 3% swing. The total target LOE will increase from 193,118 by 127,640 to 320,758.
3. The period of performance will be extended to 1 March 2008.
4. Increase funding from \$40,903,684 by \$5,000,000 to \$45,903,684; this leaves \$23,996,389 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year Two -	\$52,032,238
Cost Plus Fixed Fee = Base Plus Option Year Two -	\$17,867,805
	<hr/>
	\$69,900,073

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$52,032,268**.

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of **311,134** labor hours and a maximum of **330,382** labor hours.

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 Modification #10
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(c) The estimated composition of the total labor-hours under this contract is as follows:

	BASE plus ECP 1&2	Option Year 1 plus ECP 1&2	Option Year 2	Revised Total
Level-of-Effort-Target	66,398	126,720	127,640	320,758
Minimum-3% swing	64,406	122,918	123,810	311,134
Maximum-3% swing	68,390	130,522	131,470	330,382

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \frac{\text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE}}$$

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

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B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	Base	Option Yr 1	Option Yr 2	Total
Total CPFF:	\$2,568,379	\$7,649,713	\$7,649,713	\$17,867,805

Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004) and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

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Mitchell, Jessen, & Associates
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	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

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Options -

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$23,148,715	\$3,253,591	\$1,664,686	\$121,709	\$1,789,168	\$3,349,223	\$33,327,093

Option Year Three (2 Mar 08 - 1 Mar 09)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$22,423,198	\$3,369,119	\$1,698,226	\$126,577	\$1,822,150	\$3,424,847	\$32,864,118

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Option Year Four (2 Mar 09 - 1 Mar 10)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	189,200	\$22,986,454	\$3,489,303	\$1,756,447	\$131,639	\$1,874,421	\$3,544,698	\$33,782,961

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which requires the combined payments may not exceed 25 percent of basic compensation.

IC Paybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	
Security Exploitation Specialists - Level 2 (IC)	
Security Exploitation Specialists - Level 1 (IC)	

*Danger Pay will escalate 4% for all option years.

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B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$45,903,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$45,903,684
Provide additional funding by July 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (h) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are

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allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$45,903,684

Additional funding will be provided by July 2007

F-3. 152.211-705 Period of Performance (AUG 1996)

The period of performance of this contract is 2 March 2005 to 1 March 2006.

The period of performance for Option 1, if exercised, is 2 March 2006 to 1 March 2007.

The period of performance for Option 2, if exercised, is 2 March 2007 to 1 March 2008.

The period of performance for Option 3, if exercised, is 2 March 2008 to 1 March 2009.

The period of performance for Option 4, if exercised, is 2 March 2009 to 1 March 2010.

(C) All other terms and conditions remain unchanged.

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ORU Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO Modification No. 11	3. EFFECTIVE DATE 14 August 2007	4. REQUISITION/PURCHASE REQ NO 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than item 6)	CODE	
			For any questions, please call	
8. NAME AND ADDRESS OF CONTRACTOR (No Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase the funding on contract from \$45,903,684 by \$6,500,000 to \$52,403,684. This leaves \$17,496,389 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)
<input checked="" type="checkbox"/>	Exercise Option Year 2

E. IMPORTANT: Contractor X is not, is required to sign this document and return _____ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter when feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. DATE SIGNED
		BY	

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #11
 Page 2 of 4

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer

(A) The purpose of Modification 11 is to:

1. Increase the funding on contract from \$45,903,684 by \$6,500,000 to \$52,403,684. This leaves \$17,496,389 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$52,403,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$52,403,684
 Provide additional funding by December 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort

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Modification #11
Page 3 of 4

funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$52,403,684

Additional funding will be provided by December 2007

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Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #11
Page 4 of 4

(C) All other terms and conditions remain unchanged.

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OMB Approved 2780-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. Modification No. 12	3. EFFECTIVE DATE 17 September 2007	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
For any questions, please call				

5. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			(8) 9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000
			10B. DATED (SEE ITEM 13) 2 March 2005
CODE	FACILITY CODE		

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase the funding on contract from \$52,403,684 by \$1,000,000 to \$53,403,684. This leaves \$16,496,389 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(9) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. DATE SIGNED	16C. DATE SIGNED
			9 OF

NSN 7540-01-152-8070
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FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #12
Page 2 of 4

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

(A) The purpose of Modification 12 is to:

1. Increase the funding on contract from \$52,403,684 by \$1,000,000 to \$53,403,684. This leaves \$16,496,389 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$53,403,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$53,403,684
Provide additional funding by February 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort

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Mitchell, Jessen, & Associates
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Modification #12
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funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$53,403,684

Additional funding will be provided by December 2007

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Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #12
Page 4 of 4

(C) All other terms and conditions remain unchanged.

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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE: OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Modification No. 13	3. EFFECTIVE DATE 08 January 2008	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (if other than Item 6) For any questions, please call		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP- Code) Mitchell, Jessen, & Associates		9A. AMENDMENT OF SOLICITATION NO.
CODE		9B. DATED (SEE ITEM 13)
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X 2005*P141590*000
		10B. DATED (SEE ITEM 13) 2 March 2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Increase the funding on contract from \$53,403,684 by \$12,000,000 to \$65,403,684. This leaves \$4,496,389 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED 1-08

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Prescribed by GSA
FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #13
Page 2 of 3

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

(A) The purpose of Modification 13 is to:

1. Increase the funding on contract from \$53,403,684 by \$12,000,000 to \$65,403,684. This leaves \$4,496,389 to fund.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$65,403,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$65,403,684
Provide additional funding by February 2008

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date

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Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #12
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after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$65,403,684

Additional funding will be provided by February 2008

(C) All other terms and conditions remain unchanged.

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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO Modification No. 14	3. EFFECTIVE DATE 19 February 2008	4. REQUISITION/PURCHASE REQ NO 240207770356	5. PROJECT NO (If applicable)
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
For any questions, please call			
8. NAME AND ADDRESS OF CONTRACTOR (No Street, county, State and ZIP Code) Mitchell, Jessen, & Associates		(B) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
		10B. DATED (SEE ITEM 11) 2 March 2005	
CODE		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase the funding on contract from \$65,403,684 by \$1,436,953 to \$66,840,637. This leaves \$3,059,436 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(B)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. DATE SIGNED	16C. DATE SIGNED
			21-08
		BY	

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Prescribed by GSA
FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #14
 Page 2 of 3

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Office

(A) The purpose of Modification 13 is to:

1. Increase the funding on contract from \$65,403,684 by \$1,436,953 to \$66,840,637. This leaves \$3,059,436 to fund.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$66,840,637 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$66,840,637
 Provide additional funding by February 2008

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date

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Mitchell, Jessen, & Associates
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 Modification #14
 Page 3 of 3

after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$66,840,637

Additional funding will be provided by February 2008

(C) All other terms and conditions remain unchanged.

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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Modification No. 15	3. EFFECTIVE DATE 25 February 2008	4. REQUISITION/PURCHASE REQ. NO. 24020770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than item 6) For any questions, please call CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase the funding on contract from \$66,840,637 by \$3,059,436 to \$69,900,073. This fully funds the contract.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED
			2-08

NSN 7540-01-152-8070
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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #15
Page 2 of 2

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

(A) The purpose of Modification 15 is to:

1. Increase the funding on contract from \$66,840,637 by \$3,059,436 to \$69,900,073. This fully funds the contract.
2. Remove the following clauses:
 - 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)
 - 152.232-724 Allotted Contract Funding (JAN 2004)
 - 52.323-22 Limitation of Funds (APR 1984)
3. Add 52.232-20 Limitation of Cost (APR 1984)

(B) As a result the following Clauses have been modified.

B-6. Reserved

B-7. Reserved

Section I

52.232-20 Limitation of Cost (APR 1984)

(C) All other terms and conditions remain unchanged.

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DMR Approval 2100-0047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. Modification No. 16	3. EFFECTIVE DATE 2 March 2008	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than item 6) For any questions, please call		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP; Code) Mitchell, Jessen, & Associates		9A. AMENDMENT OF SOLICITATION NO.
CODE		9B. DATED (SEE ITEM 11)
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X 2005*P141590*000
		10B. DATED (SEE ITEM 13) 2 March 2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Exercise Option 3, this increases the contract value from \$69,900,073 by \$28,385,557 to \$98,285,630.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.103(a).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER. Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED 3 08

NSN 7540-01-152-8070
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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #16
 Page 2 of 9

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer.

(A) The purpose of Modification 16 is to:

1. Exercise Option Period 3, this will increase the contract value from \$69,900,073 by \$28,385,597 to \$98,285,630.
2. The target LOE required for this option period is 127,640 with a +/- 3% swing. The total target LOE will increase from 320,758 by 127,640 to 449,398.
3. The period of performance will be extended to 1 March 2009.
4. Increase funding from \$69,900,073 by \$3,200,000 to \$73,100,073, leaving \$25,185,557 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year Two/Three -	\$73,810,870
Cost Plus Fixed Fee = Base Plus Option Year Two/Three	\$24,747,760

	\$98,285,630

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$73,810,870**.

Base	\$ 11,731,284.00
Opt Yr 1	\$ 18,954,308.00
Opt Yr 2	\$ 21,346,878.00
Opt Yr 3	\$ 21,778,602.00
Total	\$ 73,810,870.00

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of **434,944** labor hours and a maximum of **461,852** labor hours.

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 Modification #16
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(c) The estimated composition of the total labor-hours under this contract is as follows:

	BASE plus ECP 1&2	Option Year 1 plus ECP 1&2	Option Year 2	Option Year 3	Revised Total
Level-of-Effort- Target	66,398	126,720	127,640	127,640	448,398
Minimum-3% swing	64,406	122,918	123,810	123,810	434,944
Maximum-3% swing	68,390	130,522	131,470	131,470	461,852

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})$$

 Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will

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be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	Base	Option Yr 1	Option Yr 2	Option Yr 3	Total
Total CPFF:	\$2,568,379	\$7,649,713	\$7,649,713	\$6,606,955	\$24,474,760

Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004) and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

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	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

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Options -

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$23,148,715	\$3,253,591	\$1,664,686	\$121,709	\$1,789,168	\$3,349,223	\$33,327,093

Option Year Three (2 Mar.08 - 1 Mar 09)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$22,423,198	\$3,369,119	\$1,698,226	\$126,577	\$1,822,150	\$3,424,847	\$32,864,118

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Option Year Four (2 Mar 09 - 1 Mar 10)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$22,986,454	\$3,489,303	\$1,756,447	\$131,639	\$1,874,421	\$3,544,696	\$33,782,961

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which equires the combined payments may not exceed 25 percent of basic compensation.

IC Raybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	
Security Exploitation Specialists - Level 2 (IC)	
Security Exploitation Specialists - Level 1 (IC)	

***Danger Pay will escalate 4% for all option years.**

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Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #16
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B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$73,100,073 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$73,100,073
 Provide additional funding by July 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are

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Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #16
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allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$73,100,073

Additional funding will be provided by July 2008

F-3. 152.211-705 Period of Performance (AUG 1996)

The period of performance of this contract is 2 March 2005 to 1 March 2006.

The period of performance for Option 1, if exercised, is 2 March 2006 to 1 March 2007.

The period of performance for Option 2, if exercised, is 2 March 2007 to 1 March 2008.

The period of performance for Option 3, if exercised, is 2 March 2008 to 1 March 2009.

The period of performance for Option 4, if exercised, is 2 March 2009 to 1 March 2010.

(C) All other terms and conditions remain unchanged.

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OMB Approval 2700-0041

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Modification No. 17	3. EFFECTIVE DATE 17 June 2008	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
For any questions, please call				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Mitchell, Jessen, & Associates			(8)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000
				10B. DATED (SEE ITEM 13) 2 March 2005
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding from \$73,100,073 by \$600,000 to \$73,700,073, leaving \$24,585,557 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(8)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 6-08

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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #17
Page 2 of 3

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer

(A) The purpose of Modification 17 is to:

1. Increase funding from \$73,100,073 by \$600,000 to \$73,700,073, leaving \$24,585,557 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$73,700,073 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$73,700,073

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot

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Mitchell, Jessen, & Associates
 2005*P1415900*000
 Modification #17
 Page 3 of 3

additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$73,700,073

(C) All other terms and conditions remain unchanged.

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OMB Approval 3700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 18	3. EFFECTIVE DATE 28 July 2008	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
3. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000 10B. DATED (SEE ITEM 13) 2 March 2005	
CODE	FACILITY CODE		

For any questions, please call

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding from \$73,700,073 by \$2,000,000 to \$75,700,073, leaving \$22,585,557 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.103(a).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER Specify (type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED
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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #18
Page 2 of 3

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

(A) The purpose of Modification 18 is to:

1. Increase funding from \$73,700,073 by \$2,000,000 to \$75,700,073, leaving \$22,585,557 to fund. This funding is designated for "Cover for Action/Cover for Statue" training.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$73,700,073 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$75,700,073

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in

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Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #18
Page 3 of 3

paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$75,700,073

(C) All other terms and conditions remain unchanged.

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OMJ Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. Modification No. 19	3. EFFECTIVE DATE 10 September 2008	4. REQUISITION/PURCHASE REQ NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
For any questions, please call				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding from \$75,700,073 by \$4,250,000 to \$79,950,073, leaving \$18,355,557 to fund.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED 9/1/08

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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #19
Page 2 of 3

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer

(A) The purpose of Modification 19 is to:

1. Increase funding from \$75,700,073 by \$4,250,000 to \$79,950,073, leaving \$18,355,557 to fund.

* There are still 41,560 hours of additional support (CLIN 007, 008, and 009) that can be exercised if deemed necessary by the Government.

(B) As a result the following Clauses have been modified.

B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$79,950,073 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$79,950,073

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot

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Mitchell, Jessen, & Associates
2005*P1415900*000
Modification #18
Page 3 of 3

additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$79,950,073

(C) All other terms and conditions remain unchanged.

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OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. Modification No. 20	3. EFFECTIVE DATE 27 October 2008	4. REQUISITION/PURCHASE REV. NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
			For any questions, please call	
8. NAME AND ADDRESS OF CONTRACTOR (No Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			(9) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X 2005*P141590*000	
			10B. DATED (SEE ITEM 13) 2 March 2005	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

The overall contract value is decreased from \$98,285,630 by (\$9,808,713) to \$88,476,917.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(10) A	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
X	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. DATE SIGNED	16C. DATE SIGNED
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Mitchell, Jessen, & Associates
 #2005*P141590*000
 Modification #20
 Page 2 of 8

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

(A) The purpose of Modification 20 is to:

1. Incorporate a revised SOW dated 9 September 2008. This SOW realigns positions that results in an overall decrease to the value of the contract. The overall contract value is decreased from \$98,285,630 by (\$9,808,713) to \$88,476,917.
2. The value of Option Year 3 will decrease from \$28,385,557 by (\$9,808,713) to \$18,576,844.
3. The target LOE for Option Year 3 is reduced from 127,640 by 15,200 to 112,440.
4. The value of Option Year 4 will decrease from \$33,782,961 by (\$14,614,859) to \$19,168,102.
5. Funding remains at \$79,950,073 leaving \$8,526,844 to fund.

(B) As a result the following Clauses have been modified.

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year Two -	\$68,090,042
Cost Plus Fixed Fee = Base Plus Option Year Two -	\$20,386,875

	\$88,476,917

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$68,090,042**.

Base	\$11,731,284.00
Opt Yr 1	\$18,954,308.00
Opt Yr 2	\$21,346,676.00
Opt Yr 3	\$16,057,774.00
Total	\$68,090,042.00

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of **420,201** labor hours and a maximum of **446,195** labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

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Mitchell, Jessen, & Associates
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 Modification #20
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	BASE plus ECP 1&2	Option Year 1 plus ECP 1&2	Option Year 2	Option Year 3	Revised Total
Level-of-Effort-Target	66,398	126,720	127,640	112,440	433,198
Minimum-3% swing	64,406	122,918	123,810	109,067	420,201
Maximum-3% swing	68,390	130,522	131,470	115,813	446,195

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \frac{\text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE}}$$

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

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B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	Base	Option Yr 1	Option Yr 2	Option Yr 3	Total
Total CPFF:	\$2,568,379	\$7,649,713	\$7,649,713	\$2,519,070	\$20,386,875

Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004) and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

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Options -

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$23,148,715	\$3,253,591	\$1,664,686	\$121,709	\$1,789,168	\$3,349,223	\$33,327,093

Option Year Three (2 Mar 08 - 1 Mar 09)	LOE	Direct Cost	Total Cost
CLIN 0001 Original Labor FFP LOE			
Subtotal FFP/LOE			
CLIN 0002 Danger Pay CPFF			
CLIN 0003 Travel CPFF			
CLIN 0004 Training CPFF			
CLIN 0005 ODC CPFF (DBA included)			
Subtotal CPFF			
SG			
CLIN 0006 Labor FFP			
CLIN 0007 Material Travel CPFF			
SUB SG			
TOTAL	112,440		\$ 18,576,844.00

Optional Positions - Option Year 3								
CLIN 0008 Language LOE								
CLIN 0009 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions	41,560							\$4,478,561

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Option Year Four (2 Mar 09 - 1 Mar 10)	LOE	Direct Cost	Total Cost
CLIN 0001 Original Labor FFP LOE			
Subtotal FFP/LOE			
CLIN 0002 Danger Pay CPFF			
CLIN 0003 Travel CPFF			
CLIN 0004 Training CPFF			
CLIN 0005 ODC CPFF (DBA included)			
Subtotal CPFF			
SG			
CLIN 0006 FFP			
CLIN 0007 CPFF			
Subtotal Optional Positions			
TOTAL	112,440		\$ 19,168,102.00

Optional Positions - Option Year 4	LOE	Direct Cost	Total Cost
CLIN 0007 Language LOE			
CLIN 0008 Opt. Admin LOE			
CLIN 2X Security Specs. LOE			
Subtotal Optional Positions	41,560		\$4,632,348

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which requires the combined payments may not exceed 25 percent of basic compensation.

IC Paybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	
Security Exploitation Specialists - Level 2 (IC)	
Security Exploitation Specialists - Level 1 (IC)	

***Danger Pay will escalate 4% for all option years**

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B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$45,903,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$45,903,684
Provide additional funding by July 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are

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allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$45,903,684

Additional funding will be provided by July 2007

(C) All other terms and conditions remain unchanged.

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OMB Approval 2700-0047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Modification No. 21	3. EFFECTIVE DATE 2 March 2009	4. REQUISITION/PURCHASE REQ. NO. 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
For any questions, please call				
8. NAME AND ADDRESS OF CONTRACTOR (In: Street, county, State and ZIP Code) Mitchell, Jessen, & Associates			(<input checked="" type="checkbox"/>) 9A. AMENDMENT OF SOLICITATION NO.	
			(<input type="checkbox"/>) 9B. DATED (SEE ITEM 11)	
			(<input checked="" type="checkbox"/>) 10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000	
			(<input type="checkbox"/>) 10B. DATED (SEE ITEM 13) 2 March 2005	
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Exercise Option Year 4 as a result the total contract value will increase from \$88,476,917 by \$19,168,102 to \$107,645,019.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/> A	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input checked="" type="checkbox"/> B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
<input type="checkbox"/> C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/> D	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not required to sign this document and return ___ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as is heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY	

NSN 7540-01-152-8070
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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.241

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This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

(A) The purpose of Modification 21 is to:

1. Exercise Option Year 4 at \$19,168,102. This will increase the contract value from \$88,476,917 by \$19,168,102 to \$107,645,019.
2. Extend the period of performance to 1 March 2010.
3. Funding remains at \$79,950,073 leaving \$8,526,844 to fund.

(B) As a result the following Clauses have been modified.

Contract Summary -

Firm Fixed Price/Level-of-Effort = Base Plus Option Year Two -	\$68,090,042
Cost Plus Fixed Fee = Base Plus Option Year Two -	\$20,386,875

	\$88,476,917

B-1. 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is **\$68,090,042**.

Base	\$11,731,284.00
Opt Yr 1	\$18,954,308.00
Opt Yr 2	\$21,346,676.00
Opt Yr 3	\$16,057,774.00
Total	\$68,090,042.00

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of **420,201** labor hours and a maximum of **446,195** labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

	BASE plus ECP 1&2	Option Year 1 plus ECP 1&2	Option Year 2	Option Year 3	Revised Total

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Level-of-Effort-Target	66,398	126,720	127,640	112,440	433,198
Minimum-3% swing	64,406	122,918	123,810	109,067	420,201
Maximum-3% swing	68,390	130,522	131,470	115,813	446,195

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

$$\text{Price Reduction} = \frac{\text{FFP (in \$)} \times (\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE}}$$

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

B-5. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

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This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

Estimated Cost:	Base	Option Yr 1	Option Yr 2	Option Yr 3	Total
Total CPFF:	\$2,568,379	\$7,649,713	\$7,649,713	\$2,519,070	\$20,386,875

Summary of clause 152.216-741 Type of Contract and Consideration (FFP-LOET) (NOV 2004) and 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003)

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Base (2 March 2005 - 1 March 2006)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
TOTAL	66,398	\$9,010,780	\$1,186,256	\$880,091	\$58,120	\$1,634,249	\$1,530,167	\$14,299,663

	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
Option Year One (2 Mar 2006 - 1 Mar 2007)								
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs LOE								
Subtotal Optional Positions								
TOTAL	166,440	\$21,688,712	\$2,620,252	\$1,481,326	\$108,722	\$1,628,890	\$2,981,728	\$30,509,630

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Options -

Option Year Two (2 Mar 2007 - 1 Mar 2008)	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0001 Original Labor FFP LOE								
Subtotal FFP/LOE								
CLIN 0003 Danger Pay CPFF								
CLIN 0004 Travel CPFF								
CLIN 0005 Training CPFF								
CLIN 0006 ODC CPFF (DBA included)								
Subtotal CPFF								
Optional Positions -								
CLIN 0007 Language LOE								
CLIN 0008 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions								
TOTAL	169,200	\$23,148,715	\$3,253,591	\$1,664,686	\$121,709	\$1,789,168	\$3,349,223	\$33,327,093

Option Year Three (2 Mar 08 - 1 Mar 09)	LOE	Direct Cost	Total Cost
CLIN 0001 Original Labor FFP LOE			
Subtotal FFP/LOE			
CLIN 0002 Danger Pay CPFF			
CLIN 0003 Travel CPFF			
CLIN 0004 Training CPFF			
CLIN 0005 ODC CPFF (DBA included)			
Subtotal CPFF			
SG			
CLIN 0006 Labor FFP			
CLIN 0007 Material Travel CPFF			
SUB SG			
TOTAL	112,440		\$ 18,576,844.00

Optional Positions - Option Year 3	LOE	Direct Cost	Fringe	Off-site OH	On-site OH	G & A	Fee	Total Cost
CLIN 0008 Language LOE								
CLIN 0009 Opt. Admin LOE								
CLIN 2X Security Specs. LOE								
Subtotal Optional Positions	41,560							\$4,478,561

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Option Year Four (21 Mar 09 - 31 Mar 10)	LOE	Direct Cost	Total Cost
CLIN 0001 Original Labor FFP LOE			
Subtotal FFP/LOE			
CLIN 0002 Danger Pay CPFF			
CLIN 0003 Travel CPFF			
CLIN 0004 Training CPFF			
CLIN 0005 ODC CPFF (DBA included)			
Subtotal CPFF			
SG			
CLIN 0006 FFP			
CLIN 0007 CPFF			
Subtotal Optional Positions			
TOTAL	112,440		\$ 19,168,102.00

Optional Positions - Option Year 4	LOE	Direct Cost	Total Cost
CLIN 0007 Language LOE			
CLIN 0008 Opt. Admin LOE			
CLIN 2X Security Specs. LOE			
Subtotal Optional Positions	41,550		\$4,632,848

All OCONUS travel subject to Danger Pay will be computed in accordance under the guidance listed below, which requires the combined payments may not exceed 25 percent of basic compensation.

IC Paybands	Danger Pay per 12 Hour Day
Security Exploitation Team Leaders - Level 3 (IC)	
Security Exploitation Specialists - Level 2 (IC)	
Security Exploitation Specialists - Level 1 (IC)	

*Danger Pay will escalate 4% for all option years

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B-6. 152.232-720 Limitation of Funds – Fixed Price Contract (JAN 2004)

(a) This firm-fixed-price contract is incrementally funded. The sum of \$45,903,684 is presently available for payment and is allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of this modification \$45,903,684
Provide additional funding by July 2007

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on this contract beyond that point. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this contract by the Government notwithstanding any language to the contrary in clauses elsewhere in this contract including but not limited to "Type of Contract and Consideration" and "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience includes costs incurred for work performed prior to termination, profit on work done by the Contractor for the terminated portion, and estimated termination settlement costs.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days before the date when, in the Contractor's best judgment, the total amount payable by the Government (including any cost for termination for convenience), will approximate 85 percent of the total amount allotted to the contract. The notification will state (1) the estimated date when the Contractor will reach the 85 percent point and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the contract effort funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If the Government does not allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date after such notification, the Contracting Officer will terminate any effort, for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When the Government allots additional funds for continued performance of the contract, the parties will agree to the period of contract performance that will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contracting Officer will modify the contract accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated above in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are

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allotted, an equitable adjustment will be made in the price (including appropriate target, billing, and ceiling price where applicable) of the contract, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time before termination allot additional funds for performing the contract.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract as set forth in paragraph (a) of this clause. This clause no longer applies once the Government fully funds the contract, except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

B-7. 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: \$45,903,684

Additional funding will be provided by July 2007

(C) All other terms and conditions remain unchanged.

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OMB Approval 2700-002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO Modification No. 22	3. EFFECTIVE DATE 23 August 2010	4. REQUISITION/PURCHASE REG NO 240207770356	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE

For any questions, please call

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates		(M)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141590*000
			10B. DATED (SEE ITEM 13) 2 March 2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by (telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Incorporate settlement proposal final total contract value and funding is \$76,007,361

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(M)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER Specify type of modification and authority 43.103(a)

E. IMPORTANT: Contractor ___ is not, **X** is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTING OFFICER	16B. DATE SIGNED Aug. 2010
15C. DATE SIGNED	16C. DATE SIGNED 8/10

NSN 7 PREVIOUS EDITIONS OBSOLETE

30-105 Computer Generated

STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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Mitchell, Jessen, & Associates
#2005*P141590*000
Modification #22
Page 2 of 2

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Please direct any questions concerning this modification to the Contracting Officer,

(A) The purpose of Modification 22 is to:

1. Incorporate the settlement cost of \$612,088, as a result of the termination for convenience.
2. The contract value at the time of the termination was \$88,476,917. The expensed amount at the time of the termination was \$75,395,273. As a result the contract value is reduced from \$88,476,917 by \$12,469,556 to \$75,395,273.
3. With the incorporation of the settlement cost the contract value is then increased from \$75,395,273 by \$612,088 to \$76,007,361.
4. The funding on contract has been adjusted accordingly and the contract is fully funded at \$76,007,361.

(B) This represents the final contract price.

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INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2002*1095800*000	Mod #	Effective Date 22 July 2002	Target Date 21 July 2003
Issuing Office Name: Contracting Officer		IC Name: John B. Jensen Address Telephone #	
Contracting Officer Name: Telephone #:		IC Vendor Code:	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name: Telephone #	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$135,000.00	
Task Description See page 2 for Task Description and Price details.			
<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	Contracting Officer	<i>07/22/02</i> Date
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the SECRET level.			

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Contract No. 2002*10958000

IC Name: Jessen

<p>1. SERVICES (ALT D) (FEE FOR TASK) (11/01) The Contractor shall provide the following tasks: Task 1. Provide consultation and recommendations for applying research methodology/CONUS Task 2. Conduct specified applied research projects/OCONUS</p>								
<p>2. PRICE (ALT IB) (FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (11/01) In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the contractor will be paid a firm, fixed price of \$115,000.00. This amount will be disbursed as follows (tailor to meet the particular circumstances, including other expenses included in the task fee):</p> <p>Task 1. For the satisfactory completion of consultation and recommendations for applying research methodology/CONUS: \$1,800.00/per Day. Task 2. For the satisfactory completion of conducting specified applied research projects/OCONUS: \$1,800.00/per Day.</p> <p>In addition to the above task fee, this contract also includes travel expenses not to exceed \$20,000.00. Therefore, the total price of this contract is as follows:</p> <table border="1"> <thead> <tr> <th><u>Task fee</u></th> <th><u>Travel</u></th> <th><u>Total Contract Value</u></th> </tr> </thead> <tbody> <tr> <td>\$115,000.00</td> <td>\$20,000.00</td> <td>\$135,000.00</td> </tr> </tbody> </table>			<u>Task fee</u>	<u>Travel</u>	<u>Total Contract Value</u>	\$115,000.00	\$20,000.00	\$135,000.00
<u>Task fee</u>	<u>Travel</u>	<u>Total Contract Value</u>						
\$115,000.00	\$20,000.00	\$135,000.00						
<p>3. IC TRAVEL (ALTERNATE D) (11/01) 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:</p> <ul style="list-style-type: none"> - Invoicing and reimbursement for travel lodging and meals and incidental (M&IE) expenses will be limited to the lesser of: <ol style="list-style-type: none"> a. The rates and allowances in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the conterminous 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. <p>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.</p> <p>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.</p>								
<p>4. NON PUBLICITY (11/01) It is a material condition of this contract that the Contractor shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation does not expire upon completion or termination of this contract, but continues indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate there from 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.</p>								
<p>5. ELECTRONIC INVOICING (03/02) Invoices may be submitted as tasks or sub-tasks are completed, but not more often than once a month.</p> <p>If the IC has access to the e-Invoicing system (which resides on the Agency Data Services Network), the IC shall submit all invoices electronically via the e-Invoicing system, in accordance with the procedures for that system. The IC may use the e-Invoicing system to directly check the status of invoices the IC has submitted via that system.</p> <p>If the IC does not have access to the e-Invoicing system, the IC shall submit hard copy invoices to the IC's</p>								

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Contract No. 2002*10958000

IC Name: Jessen

<p>Independent Contract Administrator (ICA), who in-turn shall input the data into the e-Invoicing 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:</p> <ol style="list-style-type: none"> the IC's name; an invoice number; the invoice date; the contract number; a description of the tasks and price for services actually rendered; dates services performed; the IC's signature; and, any other information or documentation required by this contract <p>If the IC is working at a field location that precludes the IC from having access to the e-Invoicing 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.</p> <p>The payment periods designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in CFO/ Vendor Payments via the e-Invoice system.</p> <p>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.</p>
<p>6. ELECTRONIC FUNDS TRANSFER (11/01)</p> <p>Payments under this contract shall be made by the Government by electronic funds transfer only. The Contractor 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 Contractor, 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. Contractor's failure to properly designate a financial institution or to provide appropriate payee bank account information will delay payments.</p>
<p>7. PROMPT PAYMENT (11/01)</p> <p>The Contractor 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 Contractor. 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.</p>
<p>8. TERMINATION (11/01)</p> <p>In addition to either party's common law right to terminate the contract for default, this contract may terminate earlier than the target date listed on page one for any of the following reasons:</p> <ol style="list-style-type: none"> 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. Upon thirty (30) days notice by either party for any reason. By the Director of Central Intelligence or designee, in accordance with the Director's non-renewable discretion, termination is deemed necessary or advisable in the interest of the United States. 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. <p>Upon termination of this contract, the Contractor 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.</p> <p>Termination or expiration of this agreement will not release the Contractor from the security restrictions or from the obligations of any security oath that he or she may have taken.</p>
<p>9. FOREIGN TRAVEL (11/01)</p> <p>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.</p>
<p>10. FOREIGN CONTACTS (11/01)</p> <p>The IC shall report to the cognizant Contracting Officer's Security Representative (COSR) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which: a) illegal or unauthorized access is sought to classified or other sensitive information; or b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.</p>

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Contract No. 2002*10958000

IC Name: Jessen

11. TAX AND LICENSES (11/01)

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. If classified information is involved, the Contractor's tax consultant or attorney must be cleared by the Government prior to any such classified discussions. No taxes will be withheld from the contract price. It is the responsibility of the Contractor to report such income under existing federal, state, and self-employment (Social Security) income tax laws and regulations. The Contractor is also responsible for obtaining any necessary business licenses and paying any Federal, state, or local taxes.

12. EXECUTION OF DOCUMENTS (11/01)

If, during performance under this contract, the Contractor 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 Contractor 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.

13. STATUS (11/01)

The Contractor's legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as appointing the Contractor 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 Contractor feels such a situation exists, he/she is obligated to inform immediately the Contracting Officer.

14. INSURANCE (11/01)

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

15. RULES OF CONDUCT/CONFLICT OF INTEREST (11/01)

If work will occur on Government premises, the Contractor acknowledges that the Agency has a zero tolerance policy for harassing behavior. Any Contractor 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 Contractor agrees to observe and be bound by all conduct regulations of this Agency. The Contractor further agrees to provide, upon request, a listing of relationships and activities which 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 (11/01)

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

17. MERGER CLAUSE (11/01)

The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the Contractor'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 (11/01)

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

19. CLEARANCE & POLYGRAPH REQUIREMENTS - ISSA/TS (11/01) (Applies if the IC must have an ISSA/TS (staff-like) clearance.)

The IC will have access to the Agency's computer system and 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. Additionally, the following provisions apply to ICs with ISSA/TS clearances.

FINANCIAL DISCLOSURE

The IC who has staff-like (ISSA/TS) access, who is currently cleared for both unescorted physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDF 444V) by the annual deadline established by the Agency. 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 which 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.

AGENCY INFORMATION SECURITY TRAINING

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Contract No. 2002 *10958000

IC Name: Jessen

The Contractor shall attend all mandated Agency Information Security Courses (AISC). 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. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the Contractor shall not receive any adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of-Effort contract, the Contractor shall be paid at the normal rate identified under the contract for attending the briefing.

COUNTERINTELLIGENCE TRAINING

The Contractor shall attend the Agency's next available Counterintelligence and Security Program (CISP) briefing unless the Contractor 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. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the Contractor shall not receive any adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of-Effort contract, the Contractor shall be paid at the normal rate identified under the contract for attending the briefing.

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

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

SERVICING AGENCY AUTOMATED INFORMATION SYSTEMS (AIS) (Applies only to Independent Contractors 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 Contractor is subject to espionage laws and other Federal laws relating to unauthorized disclosure of classified information.

20. COPYRIGHT (11/01) (Applies if the Independent Contractor prepares reports & studies).

a. The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright consisting of any data first produced in the performance of this contract without prior written permission of the Contracting Officer. The contractor also agrees to assign copyright to the United States Government where the materials to be copyrighted are intended for internal use only and are unsuitable for commercial exploitation because of the subject matter or lack of commercial capabilities. When a claim to copyright is made, the Contractor 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 data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor 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.

b. To be consistent with Executive Order 12333, the Contractor 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.

21. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (11/01) (Applies when the Independent Contractor will perform work in Agency facilities.)

When Agency employees have been officially released from work, the Contractor must work in accordance with the terms of this contract, unless: (1) the Government prohibits the Contractor from working, or (2) the work requires interaction with the released Government employees. If the workplace is accessible, then the Contractor shall continue performance. If the workplace is inaccessible, then the Contractor 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 contract, the IC shall be paid only for the hours worked.

22. OVERSEAS EMERGENCY DEPARTURE (11/01)

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 Contractor or may reimburse reasonable and necessary departure costs incurred by the Contractor.

23. OVERSEAS EMERGENCY MEDICAL TRAVEL (11/01)

In the event the Contractor 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 DC area in the event of Contractor illness, injury, or death which occurs while overseas. It is understood and agreed that eligibility will be based upon the Contractor's conformance with applicable Agency rules, regulations, and policies. It is further understood that all travel expense claims

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Contract No. 2002*10958000

IC Name: Jessen

will be submitted only to this Agency, and that adjudication of such claims by this Agency shall be final and conclusive.

24. MISSING PERSONS (11/01)

In the event the Contractor is determined to be "missing" as defined in Agency regulations, the Contractor 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 Contractor's Form 1099.

25. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALT III) - IC May Be Considered for Indemnification; Use of a Government-Owned Vehicle Authorized (11/01)

The Contractor 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 contract. 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 contractor 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 contractor shall follow up with written notice, detailing the incident, not later than 5 calendar days after the occurrence. The contractor will cooperate with any investigation the Government may undertake.

26. LIFE INSURANCE (11/01)

The Contractor is permitted to purchase (at Contractor's 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 Contractor 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.

27. INDEMNIFICATION (11/01)

For reasons of cover, operations and/or security, the Contractor 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 Independent Contractor 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.

28. SERVICE AND CANCELLATION (11/01)

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 Contractor 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 Contractor 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 Contractor shall provide the COTR 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 Contractor's performance assessment and taken into account when any renewal of service may be considered.

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~~CLASSIFIED~~



5 September 2002

Mr. John Jessen



Subject: Contract No.: 2002*1095800*000 Modification 1

Dear Mr. Jessen:

The purpose of this unilateral Modification Number 1 is to 1) increase contract funding, 2) increase the contract value from \$135,000.00 by \$52,500.00 to \$187,500.00 and 3) Modify Independent Contractor Vehicle Insurance clause. Accordingly, the following changes are made:

Paragraph 2 is changed to read as follows:

- 2. Price: In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible agency official, the contractor will be paid a firm, fixed price of \$157,500.00. This amount will be disbursed as follows:

- Task 1. For the satisfactory completion of consultation and recommendations for applying research methodology/CONUS: \$1,000.00/per Day.
- Task 2. For the satisfactory completion of conducting specified applied research projects/OCONUS: \$1,800.00/per Day.

In addition to the above task fee, this contract also includes travel expenses not to exceed \$30,000.00. Therefore, the total price of this contract is as follows:

<u>Task Fee</u>	<u>Travel</u>	<u>Total Contract Value</u>
\$157,500.00	\$30,000.00	\$187,500.00

The contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope, until such time as additional funds may be committed by written modification to this Contract.

Paragraph 25 is changed to read as follows:

- 25. **VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALT III) - IC May Be Considered for Indemnification; Use of a Government-Owned Vehicle Authorized (11/01)**
The Contractor is not an employee of the United States Government and shall be responsible for my liability, including liability to third parties, resulting from activities involving motor vehicles, including rental vehicles, privately-owned, and Government-owned vehicles while overseas. 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 overseas to perform contractual activities, as specified in Agency regulation HR 7-

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9(e)(1). The IC is authorized to use a Government-owned vehicle for authorized purposes necessary for performance of this contract while overseas. (Transportation to or from an IC's residence is not an authorized use of a Government-owned vehicle.) The contractor 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 contractor shall follow up with written notice, detailing the incident, not later than 5 calendar days after the occurrence. The contractor will cooperate with any investigation the Government may undertake.

For telephone inquiries relating to this action, please contact the Administrative Contracting Officer, [redacted] at [redacted]

UNITED STATES GOVERNMENT

BY

[redacted signature box]

Contracting Officer

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24 October 2002

Mr. John Jessen



Subject: Contract No.: 2002*1095800*000 Modification 2

Dear Mr. Jessen:

The purpose of this unilateral Modification Number 2 is to 1) Increase contract funding and 2) increase the contract value from \$187,500.00 by \$80,000.00 to \$267,500.00. Accordingly, the following changes are made:

Paragraph 2 is changed to read as follows:

- 2. **Price:** In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible agency official, the contractor will be paid a firm, fixed price of \$237,500.00. This amount will be disbursed as follows:

Task 1. For the satisfactory completion of consultation and recommendations for applying research methodology/CONUS: \$1,000.00/per Day.

Task 2. For the satisfactory completion of conducting specified applied research projects/CONUS: \$1,800.00/per Day.

In addition to the above task fee, this contract also includes travel expenses not to exceed \$30,000.00. Therefore, the total price of this contract is as follows:

Task Fee	Travel	Total Contract Value
\$237,500.00	\$30,000.00	\$267,500.00

The contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope, until such time as additional funds may be committed by written modification to this Contract.

For telephone inquiries relating to this action, please contact the Administrative Contracting Officer, [redacted] at [redacted]

UNITED STATES GOVERNMENT

BY



Contracting Officer

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Statement of Work

John B. Jessen

1.0 BACKGROUND

1.1 The Sponsor has the need for someone familiar with conducting applied research in high-risk operational settings to provide consultation and research in the area of counter-terrorism and special operations.

2.0 PROJECT OBJECTIVES

2.1 Advise the Sponsor to help guide and shape the future direction of the Sponsor's applied research efforts.

2.2 Provide consultation to the Professional Standards Advisory Committee (PSAC) regarding applied research in high-risk operational settings.

2.3 Provide the Sponsor with recommendations and suggested courses of action for applying research methodology to meet mission goals and objectives.

2.4 Conduct specified time-limited research projects identified by the Sponsor.

3.0 DELIVERABLES

3.1 Provide consultation and recommendations for applying research methodology to meet the Sponsor's goals and objectives on a level of effort basis.

3.2 Conduct specified applied research projects on a level of effort basis.

4.0 PERIOD OF PERFORMANCE

4.1 The period of performance will be for one (1) year with the option of one (1) additional year.

5.0 PERSONAL QUALIFICATIONS

5.1 Sponsor requires an expert in conducting applied research in high-risk operational settings to provide consultation and research in the area of counter-terrorism and covert action/covert influence operations.

6.0 SECURITY

6.1 See the Contract Data Classification Guide. Work and written reports from this contract will be classified SECRET//NOFORN Initially. However, it is anticipated that some projects may be classified TOP SECRET//NOFORN. Contractor can start work at the SECRET level, but should receive a TS//SCI clearance within six (6) months of signing the contract.

Jeann TS/SCI

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CLASSIFICATION WHEN COMPLETE: Unclassified Confidential Secret Top Secret

Contractor: John B. Jensen Contract #: _____
 Classifier's Employee Number: _____ Date: 8 July 2002

CONTRACT DATA CLASSIFICATION GUIDE

ITEM (as applicable)	Maximum Classification	Classification Reason	Derived From	DiscOn
I. ASSOCIATION	Confidential	1.3 (c)		X1
II. GOVERNMENT FURNISHED DATA & HARDWARE:				
A. Statement of Work	U			
B. Technical Information (includes oral discussions)	S	1.3 (c)		X1
C. Specifications	N/A			
D. Drawings & Graphics	N/A			
E. Computer Software	N/A			
F. Communications Security (COMSEC) Material	N/A			
G. Govt. Furnished Equipment (includes hardware from prior contract)	N/A			
H. Other - identify on attached sheet	N/A			
III. CONTRACTOR PRODUCED DATA & HARDWARE:				
A. Reports (as identified in contract)				
1. Monthly or Preliminary Technical	U			
2. Quarterly or Interim	N/A			
3. Final	N/A			
4. Contract Status	U			
B. Manuals	N/A			
C. Drawings & Graphics	N/A			
D. Computer Software	N/A			
E. Test Data, computer printouts, etc	U			
F. Hardware:				
1. Component	N/A			
2. Sub-system	N/A			
3. Breadboard	N/A			
4. Prototype or Engineering	N/A			
5. System or Finished Product	N/A			
G. Other - identify on attached sheet	N/A			
IV. STATEMENT OF THE CRITICAL SECURITY ELEMENTS OF PROCUREMENT (excluding association): All CLASSIFIED Work must be conducted at secure Sponsor-approved facilities				

CLASSIFICATION WHEN COMPLETE Unclassified Confidential Secret

~~CONFIDENTIAL~~ // X1

UNCLASSIFIED

INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2003-1508200-000	Mod #	Effective Date 13 June 2003	Target Date 12 June 2004
Issuing Office Contracting Team Washington, DC 20505		IC Name Jessen, John B.	
Contracting Officer Name: Telephone #:		Vendor Code	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$99,900	
Task Description See page 2 for Task Description and Price details.			
<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	Contracting Officer	Date
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the UNCLASSIFIED level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the UNCLASSIFIED level.			

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Contract No. 2003-1508200-000

IC Name: Jessen

1. SERVICES (ALT I) (FEE FOR TASK) (03/03)

The Independent Contractor (IC) shall provide the following tasks:

- Task 1: Adapt, modify and/or develop a model for consulting with the Intelligence Community that is appropriate for use in operational settings and prepare written documents, which outline the consultative model developed in 3.1. / NLT 12 June 2004
 Task 2: Develop briefing and training materials for use in training Sponsor's operational psychologists. / NLT 12 June 2004
 Task 3: Conduct two (2) formal training sessions for Sponsor. / NLT 12 June 2004

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 \$99,900. This amount will be disbursed as follows:

- Task 1: Adapt, modify and/or develop a model for consulting with the Intelligence Community that is appropriate for use in operational settings and prepare written documents, which outline the consultative model developed in 3.1. Draft \$25,000; Final \$18,000
 Task 2: Develop briefing and training materials for use in training Sponsor's operational psychologists. \$30,000
 Task 3: Conduct two (2) formal training sessions for Sponsor. \$6,000 (2 each at \$3,000. May be billed separately)

In addition to the above task fee, this contract also includes travel expenses not to exceed \$20,400 and ODC's not to exceed \$500. Therefore, the total price of this contract is as follows.

<u>Task fee</u>	<u>Travel & ODC's</u>	<u>Total Contract Value</u>
\$79,000	\$20,900	\$99,900

3. PERIOD OF PERFORMANCE (03/03)

The period of performance of this contract shall be from 13 June 2003 to 12 June 2004.

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.

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Contract No. 2003-1508200-000

IC Name: Jessen

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.

5. NON PUBLICITY (03/03)

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 or advertisement purposes. 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 there from 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 (03/03)

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

If the IC does not have access to the e-Invoicing 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 e-Invoicing 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 e-Invoicing 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 CFO. Vendor Payments via the e-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

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Contract No. 2003-1508200-000

IC Name: Jessen

a proper invoice was received by the designated billing office.
<p>9. TERMINATION (03/03) This contract may terminate earlier than the end of the period of performance for any of the following reasons:</p> <ol style="list-style-type: none"> 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. Upon thirty (30) days notice by either party for any reason. 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. 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. <p>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.</p>
<p>10. FOREIGN TRAVEL (03/03) 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.</p>
<p>11. FOREIGN CONTACTS (03/03) The IC shall report to the cognizant Contracting Officer's Security Representative (COSR) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which: (a) illegal or unauthorized access is sought to classified or other sensitive information; or (b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.</p>
<p>12. 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.</p>
<p>13. 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.</p>
<p>14. 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.</p>
<p>15. 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.</p>
<p>16. 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.</p>

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Contract No. 2003-1508200-000

IC Name: Jessen

17. CONFLICT OF INTEREST (03/03)

The IC agrees to provide, upon request, a listing of relationships and activities which 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.

18. 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.

19. 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.

20. 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.

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 material. This requirement applies regardless of whether the materials are copyrighted or not.

22. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (03/03)

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. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (03/03) -- IC Solely Responsible; Use of a Government-Owned Vehicle Not Authorized

The IC is not an employee of the United States Government and shall be solely responsible for any liability, including liability to third parties, resulting from activities involving motor vehicles, including rental vehicles or privately-owned vehicles. Such expenses shall not be reimbursed in whole or in part by the Government. The IC is not authorized to use a Government-owned vehicle for performance of this contract.

24. 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)

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Contract No. 2003-1508200-000

IC Name: Jessen

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.

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002/003

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/ACKNOWLEDGMENT NO. Modification No. 01	3. EFFECTIVE DATE 05 Jan 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY DBT Contracts	7. ADMINISTERED BY (if other than item 6)		
Washington, DC 20503			
8. NAME AND ADDRESS OF CONTRACTOR (See cover, pages 25A and 27A Copy)		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
John B. Jessen		10A. MODIFICATION OF CONTRACT/ORDER NO. 2003*H508200*000	10B. DATED (SEE ITEM 13) 13 June 2003
CODE 12597-0000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or an amendment, by one of the following methods:

(a) By completing items 9 and 10, and returning one (1) copy of the amendment (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if relevant)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation (DA, MIL) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(b).

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return one (1) copies to the issuing

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including subitem/contract subject name, when feasible)
SEE PAGE 2

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Accept all provided herein, all terms and conditions of the document referred to in Line 8A or 10A, as hereinafter changed, amended, or otherwise changed in its face and effect

15A. NAME AND TITLE OF SIGNER (Type or print) John Bruce Jessen	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16C. DATE SIGNED 19 Jan 2004	16C. DATE SIGNED 16 Jan 2004

N8N 7840-01-182-3070
PREVIOUS EDITION UNUSABLE

88-158
Computer Generated

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
-AN (48 CFR) 03.242

Jessen
2003*H508200*000
Modification 01

- A. The purpose of Modification No. 01 is to:
- Change the contract number from 2003*1508200*000 to 2003*H508200*000.
 - Change the COSR to
 - Change the Contracts Team to DST/ Contracts, Washington DC 20505. The ACO will be
 - Change the COTR to
- B. All other terms and conditions remain unchanged and in full force and effect.

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STATEMENT OF WORK

Consultation Model for Operational Psychologists

April 2003

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Statement of Work

1.0 BACKGROUND

- 1.1 Sponsor provides consultation and training in the area of operational assessment to customers in the Intelligence Community. As such, Sponsor has the need for psychologists who are trained and experienced in conducting psychological assessments and psychological consultation in high risk operational settings to train new psychologist who have recently been employed by Sponsor.

2.0 PROJECT OBJECTIVES

- 2.1 Develop a consultative model for use by Sponsor in operational settings.
- 2.2 Train Sponsor in the use of the consultative process in operational settings.
- 2.3 Provide the _____ with recommendations and suggested courses of action for applying research methodology to meet mission goals and objectives by enhancing the consultative process and resultant psychological assessment conducted by Sponsor in operational settings.
- 2.4 Conduct specified, time-limited research projects identified by _____ in support of operational psychology.

3.0 DELIVERABLES

- 3.1 Adapt, modify and/or develop a model for consulting with the Intelligence Community that is appropriate for use in operational settings
- 3.2 Prepare written documents which outline the consultative model developed in 3.1. (Draft \$25K; Final \$18K)
- 3.3 Develop briefing and training materials for use in training Sponsor's operational psychologists. (\$30K)
- 3.4 Conduct two (2) formal training sessions for Sponsor. (\$6K)

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4.0 PROJECT MANAGEMENT

- 4.1 The Contractor will plan and manage the project to successfully complete the tasks and provide all the deliverables as defined in this SOW. The Sponsor's COTR will be provided by

5.0 PERIOD OF PERFORMANCE

- 5.1 The period of performance will be for one (1) year.

6.0 PERSONAL QAULIFICATIONS

- 6.1 Sponsor requires psychologists and other specialists with proven experience and expertise in providing psychological consultation in high-risk operational settings in the area of counter-terrorism, covert action, and operational psychology.

7.0 SECURITY

- 7.1 The association of the Contractor with Sponsor is classified UNCLASSIFIED. Technical discussions, work and written reports from this contract will be classified UNCLASSIFIED.

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CONTRACT DATA CLASSIFICATION GUIDE

Contractor: John B. Jessen, Ph.D.
Classifier's Employee #:Contract Number: 11BD
Date: 04/08/03

ITEM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On
I. ASSOCIATION				
II. GOVT-FURNISHED DATA & HARDWARE				
A. Statement of Work	U			
B. Technical Info (includes oral discussions)	U			
C. Specifications	U			
D. Drawings and Graphics	U			
E. Computer Software	U			
F. Communications Security (COMSEC) Material	N/A			
G. Govt Furnished Equipment (includes hardware from prior contract)	N/A			
H. Other - identify on attached sheet	N/A			
III. CONTRACTOR PRODUCED DATA AND HARDWARE				
A. Reports (as identified in contract)				
1) Monthly or Preliminary Technical	U			
2) Quarterly or Interim	U			
3) Final	U			
4) Contract Status	U			
B. Manuals	U			
C. Drawings and Graphics	N/A			
D. Computer Software	U			
E. Test Data, Computer Printouts, etc.	N/A			
F. Hardware				
1) Component	N/A			
2) Sub-System	N/A			
3) Breadboard	N/A			
4) Prototype or Engineering	N/A			
5) System or Finished Product	N/A			
G. Other - identify on attached sheet	N/A			

IV. STATEMENT OF THE CRITICAL SECURITY ELEMENTS OF PROCUREMENT (excluding association)

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INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

Contract Number 2003-1310200-000	Mod #	Effective Date 01 January 2003	Target Date 31 December 2003
Issuing Office Name: Contracting Officer		IC Name John B. Jessen Address Telephone #	
Contracting Officer Name: Telephone #:		IC SSN IC Vendor Code	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name: Telephone #:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$348,000.00	
Task Description See page 2 for Task Description and Price details.			
<input type="checkbox"/> If Checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and not to be signed by the contractor.			
Independent Contractor	Date 1-15-03	Contracting Officer	Date 1/15/03
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the SECRET level.			

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Contract No. 2003*1310200*0000

IC Name: John Jessen

1. SERVICES (ALT I) (FEE FOR TASK) (11/01)

The Contractor shall provide the following tasks:

- Task 1. Provide consultation and recommendations for applying methodology/CONUS
 Task 2. Conduct specific applied research projects/CONUS

2. PRICE (ALT IB) (FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (11/01)

In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the contractor will be paid a firm, fixed price of \$348,000.00. This amount will be disbursed as follows:

Task 1. For the satisfactory completion of consultation and recommendation for applying methodology/CONUS: \$,1000.00/per day.

Task 2. For the satisfactory completion of conducting specific applied research projects/CONUS: \$1,3000.00/per day.

In addition to the above task fee, this contract also includes travel expenses not to exceed \$,348,000.00. Therefore, the total price of this contract is as follows:

Task fee	Travel	Total Contract Value
\$270,000.00	\$76,500.00	\$348,000.00

3. IC TRAVEL (ALTERNATE I) (11/01) 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:

- The rates and allowances in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the conterminous 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
- 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.

4. NON PUBLICITY (11/01)

It is a material condition of this contract that the Contractor shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation does not expire upon completion or termination of this contract, but continues indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate there from 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.

5. ELECTRONIC INVOICING (03/02)

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

If the IC does not have access to the e-Invoicing 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 e-Invoicing 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:

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Contract No. 2003*1310200*0000

IC Name: John Jessen

- 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 e-Invoicing 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 CFO Vendor Payments via the e-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.

6. ELECTRONIC FUNDS TRANSFER (11/01)

Payments under this contract shall be made by the Government by electronic funds transfer only. The Contractor 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 Contractor, 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. Contractor's failure to properly designate a financial institution or to provide appropriate payee bank account information will delay payments.

7. PROMPT PAYMENT (11/01)

The Contractor 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 Contractor. 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.

8. TERMINATION (11/01)

In addition to either party's common law right to terminate the contract for default, this contract may terminate earlier than the target date listed on page one 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, termination is deemed necessary or advisable in the interest 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.

Upon termination of this contract, the Contractor 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 Contractor from the security restrictions or from the obligations of any security oath that he or she may have taken.

9. FOREIGN TRAVEL (11/01)

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.

10. FOREIGN CONTACTS (11/01)

The IC shall report to the cognizant Contracting Officer's Security Representative (COSR) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which: a) illegal or unauthorized access is sought to classified or other sensitive information, or b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.

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Contract No. 2003*1310200*0000

IC Name: John Jessen

11. TAX AND LICENSES (11/01)

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. If classified information is involved, the Contractor's tax consultant or attorney must be cleared by the Government prior to any such classified discussions. No taxes will be withheld from the contract price. It is the responsibility of the Contractor to report such income under existing federal, state, and self-employment (Social Security) income tax laws and regulations. The Contractor is also responsible for obtaining any necessary business licenses and paying any Federal, state, or local taxes.

12. EXECUTION OF DOCUMENTS (11/01)

If, during performance under this contract, the Contractor 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 Contractor 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.

13. STATUS (11/01)

The Contractor's legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as appointing the Contractor 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 Contractor feels such a situation exists, he/she is obligated to inform immediately the Contracting Officer.

14. INSURANCE (11/01)

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

15. RULES OF CONDUCT/CONFLICT OF INTEREST (11/01)

If work will occur on Government premises, the Contractor acknowledges that the Agency has a zero tolerance policy for harassing behavior. Any Contractor 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 Contractor agrees to observe and be bound by all conduct regulations of this Agency. The Contractor further agrees to provide, upon request, a listing of relationships and activities which 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 (11/01)

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

17. MERGER CLAUSE (11/01)

The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the Contractor'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 (11/01)

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

19. CLEARANCE & POLYGRAPH REQUIREMENTS - ISSA/TS (11/01) (Applies if the IC must have an ISSA/TS (staff-like clearance).)

The IC will have access to the Agency's computer system and 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. Additionally, the following provisions apply to ICs with ISSA/TS clearances:

FINANCIAL DISCLOSURE

The IC who has staff-like (ISSA/TS) access, who is currently cleared for both unescorted physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDF 444V) by the annual deadline established by the Agency. 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 which 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.

AGENCY INFORMATION SECURITY TRAINING

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Contract No. 2003*1310200*0000

IC Name: John Jessen

The Contractor shall attend all mandated Agency Information Security Courses (AISC). 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. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the Contractor shall not receive any adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of-Effort contract, the Contractor shall be paid at the normal rate identified under the contract for attending the briefing.

COUNTERINTELLIGENCE TRAINING

The Contractor shall attend the Agency's next available Counterintelligence and Security Program (CISP) briefing unless the Contractor 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. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the Contractor shall not receive any adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of-Effort contract, the Contractor shall be paid at the normal rate identified under the contract for attending the briefing.

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

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

SERVICING AGENCY AUTOMATED INFORMATION SYSTEMS (AIS) (Applies only to Independent Contractors 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 Contractor is subject to espionage laws and other Federal laws relating to unauthorized disclosure of classified information.

20. COPYRIGHT (11/01) (Applies if the Independent Contractor prepares reports & studies.)

- a. The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright consisting of any data first produced in the performance of this contract without prior written permission of the Contracting Officer. The contractor also agrees to assign copyright to the United States Government where the materials to be copyrighted are intended for internal use only and are unsuitable for commercial exploitation because of the subject matter or lack of commercial capabilities. When a claim to copyright is made, the Contractor 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 data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor 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.
- b. To be consistent with Executive Order 12333, the Contractor 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.

21. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (11/01) (Applies when the Independent Contractor will perform work in Agency facilities.)

When Agency employees have been officially released from work, the Contractor must work in accordance with the terms of this contract, unless: (1) the Government prohibits the Contractor from working, or (2) the work requires interaction with the released Government employees. If the workplace is accessible, then the Contractor shall continue performance. If the workplace is inaccessible, then the Contractor 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 contract, the IC shall be paid only for the hours worked.

22. OPERATIONAL EXPENSES (11/01)

The Contractor 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.

23. OVERSEAS EMERGENCY DEPARTURE (11/01)

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 Contractor or may reimburse reasonable and necessary departure costs incurred by the Contractor.

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Contract No. 2003*1310200*0000

IC Name: John Jessen

24. OVERSEAS EMERGENCY MEDICAL TRAVEL (11/01)

In the event the Contractor 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 Spokane, WA in the event of Contractor illness, injury, or death which occurs while overseas. It is understood and agreed that eligibility will be based upon the Contractor's compliance 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.

25. MISSING PERSONS (11/01)

In the event the Contractor is determined to be "missing" as defined in Agency regulations, the Contractor 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 Contractor's Form 1099.

26. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALT III) - IC May Be Considered for Indemnification; Use of a Government-Owned Vehicle Authorized (11/01)

The Contractor 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 contractor 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 contractor shall follow up with written notice detailing the incident, not later than 5 working days after the occurrence. The contractor will cooperate with any investigation the Government may undertake.

27. LIFE INSURANCE (11/01)

The Contractor is permitted to purchase (at Contractor's 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 Contractor 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.

28. INDEMNIFICATION (11/01)

For reasons of cover, operations and/or security, the Contractor 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 Independent Contractor 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 5 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.

29. SERVICE AND CANCELLATION (11/01)

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 Contractor 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 Contractor 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 Contractor shall provide the COTR 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 Contractor's performance assessment and taken into account when any renewal of service may be considered.

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SECRET**STATEMENT OF WORK**

John B. Jessen

1.0 BACKGROUND

- 1.1 (S) Sponsor provides psychological consultation services to its customer base. The Counterterrorism Center (CTC) has a requirement for consultation and training support to their debriefing program.

2.0 SCOPE OF EFFORT

- 2.1 (S) Mr. John B. Jessen has successfully served as a special consultant to CTC for the past six months. This contract will continue the use of Mr. Jessen per CTC's request.
- 2.2 (S) Mr. Jessen will serve as both a consultant to CTC special programs as well as conduct specialized training as required by the Sponsor.

3.0 DELIVERABLES

- 3.1 (S) Contractor will provide OCONUS on-site guidance to CTC's debriefing efforts and will be paid on a daily rate per attached government cost estimate.
- 3.2 (S) Contractor will provide CONUS consultative support to CTC at a daily rate fee per attached government cost estimate.
- 3.3 (S) Contractor will conduct specialized training as required by the Sponsor at a daily rate fee per attached government cost estimate.

4.0 PERIOD OF PERFORMANCE

- 4.1 (S) The period of performance will be for one (1) year.

5.0 SECURITY

- 5.1 (S) All discussions will be at the TOP SECRET level. The association of the contractor with the Sponsor is UNCLASSIFIED.
- 5.2 (S) Security is a fundamental requirement of this effort due to the sensitive nature of the Sponsor's work. The contractor shall comply with the security requirements of the "National Industrial Security Program Operating Manual," dated January 1995 and all applicable Sponsor security policies and

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procedures, including, but not limited to, Director of Central Intelligence Directive (DCID) 1/21, DCID 6/3, and DCID 6/4.

- 5.3 Contractor assigned to this effort is required to be a U.S. citizen and have, at the start date of the contract, an Industrial Security Staff Approval/Top Secret (ISSA/TS) clearance.
- 5.4 Contractor will be required to have an Agency Green Badge and work on Government premises and will need access to the government computer systems. To be issued a Green Badge, contractor shall be cleared to the ISSA/TS level. All work and related conduct shall be in accordance with established Agency policies and procedures.

GOVERNMENT COST ESTIMATE

John B. Jessen

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INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2003*1310200*000	Mod # One (1)	Effective Date 13 June 2003	Target Date 31 December 2003
Issuing Office Name: Contracting Officer Address:		IC Name : Jesse John B. Address:	
Contracting Officer Name: Telephone #:		IC SSN IC Vendor Code	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name: Telephone #:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$598,000.00	
Task Description See page 2 for Task Description and Price details.			
<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 _____		Contracting Officer <i>J</i> _____ Date <i>5/20/03</i>	
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is classified at the CONFIDENTIAL level.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the TOP SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the TOP SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the UNCLASSIFIED level.			

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Contract No.

IC Name:

1. 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 \$598,000.00. This amount will be disbursed as follows [tailor to meet the particular circumstances, including other expenses included in the task fee]:

Task 1. For the satisfactory completion of consultant and recommendation for applying methodology/CONUS: \$1000.00/per day.

Task 2. For the satisfactory completion of conducting specific applied research projects/OCONUS: \$1800.00/per day.

In addition to the above task fee, this contract also includes travel expenses not to exceed \$134,035.00. Therefore, the total price of this contract is as follows:

<u>Task fee</u>	<u>Travel</u>	<u>Total Contract Value</u>
\$463,965	\$134,035.00	\$598,000.00

2. OPERATIONAL EXPENSES (03/03)

The IC will be advanced or reimbursed funds not to exceed \$100,000.00 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.

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102/08/08 TCG 31855

INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2004*P757009*000	Mod # -----	Effective Date 01 January 2004	Target Date 31 December 2004
Issuing Office DO Contracts		IC Name John B. Jessen, Ph.D.	
Attn: Washington, DC 20505		Address	
Contracting Officer		IC SSN	
Name:		IC Vendor Code	
Telephone #:			
Contracting Officer's Security Representative (COSR)		IC Administrator	
Name:		Name:	
Telephone #:		Telephone #:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$467,500.00	
Task Description See page 2 for Task Description and Price details.			
<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.			
John B. Jessen, Ph.D.		Date	
CLASSIFICATION OF ASSOCIATION The association of the IC with the agency for issues related to this contract is UNCLASSIFIED.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the TOP SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the TOP SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the SECRET level.			

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Contract No. 2004*P757009*000

IC Name John B. Jessen

1. SERVICES (ALT 1) (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. 150 days)

Task 2. Contractor will provide CONUS consultative support and specialized training to CTC (max. 120 days)

2. PRICE (ALT 1B) (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 \$390,000. This amount will be disbursed as follows:

Task 1. For the satisfactory completion of OCONUS on-site guidance, \$1,800 per day (\$270,000 max.)

Task 2. For the satisfactory completion of CONUS consultative support and specialized training, \$1,000 per day (\$120,000 max.)

In addition to the above task fee, this contract also includes Travel Expenses not to exceed \$75,000, 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:

<u>Task fee</u>	<u>Travel</u>	<u>Other Direct Costs</u>	<u>Personal Liability Insurance</u>	<u>Total Contract Value</u>
\$390,000	\$75,000	\$1,500	\$1,000	\$467,500

3. PERIOD OF PERFORMANCE (03/03)

The period of performance of this contract shall be from 01 January 2004 through 31 December 2004.

4. IC TRAVEL (ALTERNATE 1) (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

- 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
- 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 301.10.1.4 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 circumstance 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.

5. NON PUBLICITY (03/03)

It is a material condition of the contract that the IC shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. 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 there from 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.

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IC Name: John B. Jensen

6. ELECTRONIC INVOICING (03/03)

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

If the IC does not have access to the e-Invoicing 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 e-Invoicing 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 e-Invoicing 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 CFO Vendor Payments via the e-Invoice system.

For invoices submitted via an ICA (either directly or through the Chief of 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 payment 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: John B. Jessen

Upon termination of this contract, the IC will be required to turn in his/her badge or any other forms 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. FOREIGN TRAVEL (03/03)

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.

11. FOREIGN CONTACTS (03/03)

The IC shall report to the cognizant Contracting Officer's Security Representative (COSR) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which: (a) illegal or unauthorized access is sought to classified or other sensitive information; or (b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.

12. 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.

13. 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 moneys 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.

14. 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.

15. 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.

16. 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.

17. CONFLICT OF INTEREST (03/03)

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

18. 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.

19. 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.

20. 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.

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IC Name John B. Jessen

21. CLEARANCE, POLYGRAPH, REPORTING & TRAINING REQUIREMENTS - ISSA/TS (03/03) (Applies if the IC must have an ISSA/TS (staff-like) clearance.)

The IC will 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

FINANCIAL DISCLOSURE

The IC who has staff-like access must submit a completed Financial Disclosure Form (FD F 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 which 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.

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. 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 Labor-Hour contract, the IC shall be paid at the normal rate identified under the contract for attending the briefing.

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, 4, 6. In addition, the IC is subject to espionage laws and other Federal laws relating to unauthorized disclosure of classified information.

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. 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 Labor-Hour contract, the IC shall be paid at the normal rate identified under the contract for attending the briefing.

REPORTING PERSONAL 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 _____.

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 _____.

22. 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 in to such data when delivered to the Government, as well as when the works are published.

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IC Name: John B. Jessen

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.

23. 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.

24. OPERATIONAL EXPENSES (03/03)

The IC will be advanced or reimbursed funds not to exceed \$1,500 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.

25. 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.

26. 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 Spokane, WA, 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.

27. 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.

28. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALTI) (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, no later than 5 calendar days after the occurrence. The IC will cooperate with any investigation the Government may undertake.

29. LIFE INSURANCE (03/03)

The IC is permitted to purchase (at Contractor's 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

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Contract No. 2004*P757009*000

IC Name John B. Jessen

Immediately upon termination of this contract

30. 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 nonreviewable discretion.

31. 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 a casual 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 in-voiced. 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.

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INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

Contract Number 2004*P757009*000	Mod # One (01)	Effective Date 04 May 2005	Target Date 31 December 2004																								
Issuing Office DO Contracts		IC Name Dr. John B. Jessen																									
Attn: Washington, DC 20505																											
Administrative Contracting Officer Name:		IC SSN																									
Telephone #:																											
Contracting Officer's Security Representative (COSR) Name:		IC Administrator Name:																									
Telephone #:		Telephone #:																									
Invoicing Instructions See Electronic Invoicing Clause		New Total Contract Price																									
Task Description																											
<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 2004 through 31 December 2004. Accordingly, the following revisions are hereby incorporated:</p> <p>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 \$390,000 \$319,000.00. This amount will be disbursed as follows:</p> <p>Task 1. For the satisfactory completion of OCONUS on-site guidance, \$1,800 per day (\$270,000 \$243,000 max.) Task 2. For the satisfactory completion of CONUS consultative support and specialized training, \$1,000 per day (\$420,000 \$70,000 max.)</p> <p>In addition to the above task fee, this contract also includes Travel Expenses (not to exceed \$75,000), Other Direct Costs (related to quick reaction 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:</p> <table border="1"> <thead> <tr> <th></th> <th>Task Fee</th> <th>Travel</th> <th>Other Direct Costs</th> <th>Personal Liability Insurance</th> <th>Total Contract Value</th> </tr> </thead> <tbody> <tr> <td>FROM</td> <td>\$390,000.00</td> <td>\$75,000.00</td> <td>\$1,500.00</td> <td>\$1,000</td> <td>\$467,500.00</td> </tr> <tr> <td>BY</td> <td>\$ 71,000.00</td> <td>\$23,616.23</td> <td>\$ 50.99</td> <td>\$1,000</td> <td>\$ 95,667.22</td> </tr> <tr> <td>TO</td> <td>\$319,000.00</td> <td>\$51,373.77</td> <td>\$1,449.01</td> <td>\$0.00</td> <td>\$371,832.78</td> </tr> </tbody> </table> <p>B. All other terms and conditions, except as modified herein, shall remain unchanged.</p>					Task Fee	Travel	Other Direct Costs	Personal Liability Insurance	Total Contract Value	FROM	\$390,000.00	\$75,000.00	\$1,500.00	\$1,000	\$467,500.00	BY	\$ 71,000.00	\$23,616.23	\$ 50.99	\$1,000	\$ 95,667.22	TO	\$319,000.00	\$51,373.77	\$1,449.01	\$0.00	\$371,832.78
	Task Fee	Travel	Other Direct Costs	Personal Liability Insurance	Total Contract Value																						
FROM	\$390,000.00	\$75,000.00	\$1,500.00	\$1,000	\$467,500.00																						
BY	\$ 71,000.00	\$23,616.23	\$ 50.99	\$1,000	\$ 95,667.22																						
TO	\$319,000.00	\$51,373.77	\$1,449.01	\$0.00	\$371,832.78																						
<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																								

UNCLASSIFIED

Contracting Officer

08 Aug 2001

James E. Mitchell

Subject: Contract No. 2001*1*597300*000

Dear Dr. Mitchell:

The United States Government, as represented by the Contracting Officer, hereby contracts with you as an Independent Contractor (IC) in accordance with the following terms and conditions:

1. **Services:** The Contractor shall identify reliable and valid methods for conducting cross-cultural psychological assessments. Specific taskings are identified in the attached Statement of Work (labeled Attachment 1).

In accordance with FAR 7.5, nothing herein shall be construed as requiring or authorizing the contractor to perform inherently Government functions.

2. **Price.** In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible Agency official, you will be paid a firm, fixed price of Not-To-Exceed \$90,000. This amount will be disbursed as follows:

Task 1 Project 1	\$16,125.00
Task 1 Project 2	\$16,125.00
Task 1 Project 3	\$16,125.00
Task 1 Project 4	\$ 6,375.00
Task 1 Project 5	\$ 7,500.00
Task 2 Project 1	\$ 4,500.00
Task 2 Project 1	\$ 8,250.00
Professional Time	\$75,000.00
Psychological Tests and Reference Materials	\$ 3,000.00
Travel	\$11,000.00
Other Direct Costs	\$ 1,000.00

The Contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope, until such time as additional funds may be committed by written modification to this Contract.

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- 3. Tax and Licenses.** 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. Personal tax concerns of the IC may be discussed with a tax consultant/attorney. If classified information is involved, your tax consultant or attorney must be cleared by the Government. No taxes will be withheld from the contract price. It is the responsibility of the Contractor to report such income under existing federal, state, and self-employment (Social Security) income tax laws and regulations.
- 4. Execution of Documents.** If, during performance under this contract, the Contractor 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 moneys of the United States Government, the Contractor 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.
- 5. Status.** The Contractor's legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as appointing the Contractor 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 Employee's Compensation Act. If the Contractor feels such a situation exists, he/she is obligated to inform the Contracting Officer.
- 6. Insurance.** The Contractor assumes all risks associated with the Contractor's performance under this contract. As such, the Contractor is encouraged to obtain appropriate insurance (e.g., liability, health, automobile, disability, professional, etc.) to cover such risks. The Contractor acknowledges that, unless otherwise provided in this contract, the cost of any insurance has been included in the contract price.
- 7. Rules of Conduct/Conflict of Interest.** If work will occur on Government premises, the Contractor acknowledges that the Agency has a zero tolerance policy for harassing behavior. Any Contractor 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 Contractor agrees to observe and be bound by the Code of Conduct and all conduct regulations of this Organization. The Contractor further agrees to provide, upon request, a listing of relationships and activities which are external to this Organization, and it is understood that such listing shall be reviewed by appropriate members of this Organization for the purpose of determining whether a real or potential conflict of interest exists.
- 8. Non-Publicity.** It is a material condition of this contract that the Contractor shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. It is further agreed that the contractual relationship shall be disclosed only on a "need-to-know" basis.

9. **Classification of Contract, Clearance Issues.** The association of the Agency with the work being produced hereunder is classified UNCLASSIFIED. The work to be performed hereunder is classified up to UNCLASSIFIED. The reports are classified UNCLASSIFIED. The Contracting Officer's Technical Representative (COTR) for this contract is _____ The Security Officer is _____ and she can be reached at _____

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

11. **Foreign Contacts.** The IC shall report to the cognizant COSR (Contracting Officer's Security Representative) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which:

- a) illegal or unauthorized access is sought to classified or other sensitive information; or
- b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.

12. **Term.** This contract is effective as of 1 September 2001 and shall be completed by 31 August 2002. This contract may terminate earlier 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" in the paragraph above, 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, termination is deemed necessary or advisable in the interest 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.

Upon termination of this contract, the Contractor 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 upon termination of this contractual agreement.

Termination or expiration of this agreement will not release the Contractor from the security restrictions or from the obligations of any security oath that he or she may have taken.

13. **Merger Clause.** The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the Contractor'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.

14. **Choice of Law.** This agreement is to be interpreted under the laws of the United States of America and the United States common law.

15. **IC Invoicing and Payment Instructions.**

Invoices shall be mailed to the following Payments Office:

Contracts Claims Branch

The payment periods designated for Prompt Payment contained in this contract will begin on the date a proper invoice is received in the payment office. A proper invoice must include:

- (1) Name, invoice number, and invoice date.
- (2) Contract number.
- (3) Description of task and price for services actually rendered.
- (4) Any other information or documentation otherwise required by the contract (e.g. receipts to support travel expenses).

Invoices may be sent to the payment office via facsimile (FAX) machine at: .
The FAX operator may be reached on . When an original invoice is transmitted via FAX, there is no need to follow up with copies sent via surface mail. Failure to follow these instructions could result in the FAX option being made unavailable to you.

Notice of an apparent error, defect, or impropriety in an invoice shall be given to the IC within 7 days of receipt of the invoice by the payment office. Invoices may be submitted as tasks or sub-tasks are completed, but no more often than twice monthly. Inquiries regarding invoices can be made to the Payments Officer on

16. **Prompt Payment.** The Contractor 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 Contractor. 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. Further information on prompt payments can be obtained from the Contracting Officer.

17. **Electronic Funds Transfer.** Payments under this contract shall be made by the Government by electronic funds transfer only. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit the proper

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information on a Standard Form 1199A to the Contracting Officer. In the event the Contractor, 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. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information will delay payments.

18. (U) **Secrecy Agreement.** This contract specifically incorporates the provisions of all secrecy agreements signed by the Contractor in consideration for your service with this organization.

19. (U) **Security Requirements: Servicing Agency Automated Information Systems (AIS).** It is understood and agreed that all work to be performed under this contract shall be at a Government facility which is under strict security control. As a result, the Contractor agrees that only US citizens will be assigned to perform the work. 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, all persons granted access to the Government's facility will be subject to the espionage and other Federal laws relating to unauthorized disclosure of classified information. It is a material condition of this agreement that this clause be incorporated into any and all subcontracts.

20. (U) **Financial Disclosure.** The IC who has staff-like (ISSA/TS) access, who is currently cleared for both unescorted physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDF 444V). The FDF 444V is available for electronic submission via Lotus Notes. Personnel with ADSN Lotus Notes access must utilize the on-line database when filing. The database can be accessed from the AGNS Database Catalogue under the title of Financial Disclosure Forms. The IC assigned to a domestic or foreign field station will receive the FDF 444V and submission instructions as either an attachment to a Lotus Note; a document sent via a secure fax; a document transmitted via cable; or, a form forwarded in a secure pouch. For those that do not have access to Lotus Notes, hard-copy FDF 444V are available from the Center for CIA Security, Financial Analysis Staff (CCS/FAS). For more specific information, refer to CCS
3 April 2000

21. (U) **Inquiries.** For telephone inquiries relating to this action, please contact the Administrative Contracting Officer.

UNITED STATES GOVERNMENT

B)

Contracting Officer

ACCEPTED:

James E. Mitchell
Independent Contractor

See Atty Gen
Date


COPY

21 August 2002

Mr. James Mitchell

Subject: Contract No.: 2001*1597300*000 Modification 1
SSN:

Dear Mr. Mitchell:

The United States Government, as represented by the Contracting Officer, hereby issues the following modification to Mr. James Mitchell as an Independent Contractor (IC). The following Terms and Conditions will now be reflected as follows:

12. Term. This contract is extended through 31 December 2002. This contract may terminate earlier 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" in the paragraph above, the Government may terminate this contract upon ten (10) days notice.
 - (b) Upon thirty (30) days notice by either party for any reason.
 - (c) 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.
 - (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.

Upon termination of this contract, the Contractor will be required to turn in his/her badge or any other items of identification issued by the Sponsor as well as any Government-purchased, owned or provided property upon termination of this contractual agreement.

Termination or expiration of this agreement will not release the Contractor from the security restrictions or from the obligations of any security oath that he or she may have taken.

21. *Inquiries.* For telephone inquiries relating to this action, please contact the Administrative Contracting Officer,

UNITED STATES GOVERNMENT

BY _____

Contracting Officer

ACCEPTED:

James E. Mitchell

(Date)

FOR OFFICIAL USE ONLY

STATEMENT OF WORK

James E. Mitchell, Ph.D.
Independent Contractor

1.0 BACKGROUND

- 1.1 (U) Sponsor has a need to identify reliable and valid methods for conducting cross-cultural psychological assessments.
- 1.2 (U) Sponsor has a need to identify current state of the art behavioral sciences research and methods of influencing attitudes, beliefs, and behavior across cultures.

2.0 PROJECT OBJECTIVE

- 2.1 (U) Task I. Identify and describe the reliability and validity of existing methods and strategies for conducting cross-cultural (including non-English speaking, non-Western cultures) psychological assessments under dynamic conditions, with limited access to the individual being assessed, short turn around times for completion of the assessment and high degrees of ambiguity and uncertainty stemming from conflicting or incomplete data, biased presentation and multiple information sources.
 - 2.1.1 (U) In addition to traditional self-report measures, methods that assess individuals through objective measures (e.g. task performance, nonverbal behavior, biographical data, etc.) should be examined.
 - 2.1.2 (U) The key psychological factors of interest include the categories of: (1) Fluid Intelligence/Cognitive Style; (2) Personality; (3) Beliefs/Motivation/Vulnerability. Sponsor will provide a list of specific variables to be included in each category in Appendix A.
- 2.2 (U) Task II. Identify the current state of behavioral science on theories and methods for influencing attitudes, beliefs, motivation and behavior.
 - 2.2.1 (U) Describe the reliability and validity of existing techniques, methods and strategies for motivating and influencing human behavior, particularly those which can be used for motivating and influencing individuals from non-Western cultures.
 - 2.2.2 (U) Identify and describe the reliability and validity of existing methods and strategies for determining which method of influence is most likely to be effective for a given individual.

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3.0 DELIVERABLES

- 3.1 (U) **Task I.** The technical report and verbal briefing on category one "Fluid intelligence/cognitive style" will be due three (3) months from the start date of the contract. The technical report and verbal briefings on categories "Personality" and "Beliefs/Motivation/Vulnerabilities" will be due six (6) and eight (8) months, respectively, from the contract start date.
- 3.2 (U) **Task I.** Provide, in writing, recommendations and courses of action for implementing the use of selected existing methods and strategies identified in 3.1 within ten (10) months from the contract start date.
- 3.3 (U) **Task I.** Provide, in writing, recommendations and courses of action for developing new methods, strategies and decision making tools to assist in conducting cross-cultural psychological assessments under the conditions described in 2.1 within ten (10) months from the contract start date.
- 3.4 (U) **Task II.** The technical report and verbal briefing describing the reliability and validity of existing techniques, methods and strategies for motivating and influencing human behavior will be due twelve (12) months from the contract start date.
- 3.5 (U) **Task II.** The technical report and verbal briefing describing the reliability and validity of existing methods and strategies for determining which method of influence identified in 3.4 is most likely to be effective for a given individual will be due twelve (12) months from the contract start date.

4.0 PERIOD OF PERFORMANCE

- 4.1 (U) The period of performance will be for one (1) year with the option of one (1) additional year.

5.0 PERSONAL QUALIFICATIONS

- 5.1 (U) Sponsor requires a nationally recognized expert in the field of psychology. This includes a demonstrated record of experience in such areas as psychological screening for high-risk special activities, behavioral profiling, hostage negotiation and predicting hostage behavior, and the psychological aspects of terrorism.

6.0 SECURITY

- 6.1 (U) The association of the Contractor with the Sponsor is UNCLASSIFIED. Initially, the technical discussions, work and written reports from this contract will be UNCLASSIFIED. However, it is anticipated that the Contract will evolve and eventually will be classified up to the

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SECRET//NOFORN level. The Contractor can start work without a clearance, but should receive a SECRET clearance within six (6) months of signing the contract.

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APPENDIX A.

1. (U) The category "Fluid Intelligence/Cognitive Style" in 2.1.2 will include, but not limited to variables such as critical thinking skills, judgment and discretion, problem solving skills, resourcefulness, degree of linear, dichotomous, or contextual thinking, insight, attention to detail, and grasp of the "big picture".
2. (U) The category "Personality" in 2.1.2 will include, but not limited to variables such as emotional stability/resilience, impulsivity, conscientiousness/reliability, excitement seeking/risk taking behavior, sociopathy/manipulativeness, introversion/extraversion.
3. (U) The category "Beliefs/Motivation/Vulnerability" in 2.1.2 will include, but not limited to belief systems about right and wrong, whether people are basically good or bad, the degree external factors are responsible for what happens, and whether events occur for predictable reasons; needs (for achievement, affiliation, power, status, security, money, etc.) loyalty, and adherence to one's own cultural norms and ideology.

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CONTRACT DATA CLASSIFICATION GUIDE

Contractor: James E. Mitchell, Ph.D. Contract Number:
 Classifier's Employee #: Date: 08/13/01

ITEM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On
I. ASSOCIATION				
II. GOVT FURNISHED DATA & HARDWARE				

- A. Statement of Work
- B. Technical Info. (includes oral discussions) 5
- C. Specifications
- D. Drawings and Graphics
- E. Computer Software
- F. Communications Security (COMSEC) Material
- G. Govt Furnished Equipment (includes hardware from prior contract)
- H. Other - identify on attached sheet

III. CONTRACTOR PRODUCED DATA AND HARDWARE

- A. Reports (as identified in contract)
 - 1) Monthly or Preliminary Technical
 - 2) Quarterly or Interim
 - 3) Final
 - 4) Contract Status
- B. Manuals
- C. Drawings and Graphics
- D. Computer Software
- E. Test Data, Computer Printouts, etc.
- F. Hardware
 - 1) Component
 - 2) Sub-System
 - 3) Breadboard
 - 4) Prototype or Engineering
 - 5) System or Finished Product
- G. Other - identify on attached sheet

IV. STATEMENT OF THE CRITICAL SECURITY ELEMENTS OF PROCUREMENT (excluding association):

UNCLASSIFIED

COPY

Contracting Officer

21 December 2001

James E Mitchell

Subject: Contract No. 2002*1*737600*000

Dear Dr. Mitchell:

The United States Government, as represented by the Contracting Officer, hereby contracts with you as an Independent Contractor (IC) in accordance with the following terms and conditions.

1. **Services:** The Contractor shall provide consultation and research on counter terrorism and special ops. Specific taskings are identified in the previously provided Statement of Work.

In accordance with FAR 7.5, nothing herein shall be construed as requiring or authorizing the contractor to perform inherently Government functions.

2. **Price:** In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible Agency official, you will be paid a firm, fixed price of **Not-To-Exceed \$10,000**. This amount will be disbursed as follows:

Consultation (8 days at \$1,000 per day):	\$8,000
Travel (Pool of funds not to exceed):	\$2,000

The Contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope, until such time as additional funds may be committed by written modification to this Contract.

3. **Tax and Licenses:** 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. Personal tax concerns of the IC may be discussed with a tax consultant/attorney. If classified information is involved, your tax consultant or attorney must be cleared by the Government. No taxes will be withheld from the contract price. It is the responsibility of the Contractor to report such income under existing federal, state, and self-employment (Social Security) income tax laws and regulations.

4. **Execution of Documents:** If during performance under this contract the Contractor 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

moneys of the United States Government, the Contractor 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.

5. Status. The Contractor's legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as appointing the Contractor 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 Employee's Compensation Act. If the Contractor feels such a situation exists, he/she is obligated to inform the Contracting Officer.

6 Insurance. The Contractor assumes all risks associated with the Contractor's performance under this contract. As such, the Contractor is encouraged to obtain appropriate insurance (e.g. liability, health, automobile, disability, professional, etc.) to cover such risks. The Contractor acknowledges that, unless otherwise provided in this contract, the cost of any insurance has been included in the contract price.

7 Rules of Conduct/Conflict of Interest. If work will occur on Government premises, the Contract acknowledges that the Agency has a zero tolerance policy for harassing behavior. Any Contractor 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 Contractor agrees to observe and be bound by the Code of Conduct and all conduct regulations of this Organization. The Contractor further agrees to provide, upon request, a listing of relationships and activities which are external to this Organization, and it is understood that such listing shall be reviewed by appropriate members of this Organization for the purpose of determining whether a real or potential conflict of interest exists.

8 Non-Publicity. It is a material condition of this contract that the Contractor shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. It is further agreed that the contractual relationship shall be disclosed only on a "need-to-know" basis.

9 Classification of Contract, Clearance Issues. The association of the Agency with the work being produced hereunder is classified UNCLASSIFIED. The work to be performed hereunder is classified up to SECRET. The reports are classified SECRET. The Contracting Officer's Technical Representative (COTR) for this contract is _____ The Security Officer is _____ and she can be reached at _____.

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

11 Foreign Contacts. The IC shall report to the cognizant COSR (Contracting Officer's Security Representative) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which

- a) illegal or unauthorized access is sought to classified or other sensitive information, or
- b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity

12 Term. This contract is effective as of **01 January 2002** and shall be completed by **31 December 2002**. This contract may terminate earlier 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" in the paragraph above, 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, termination is deemed necessary or advisable in the interest 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.

Upon termination of this contract, the Contractor 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 upon termination of this contractual agreement.

Termination or expiration of this agreement will not release the Contractor from the security restrictions or from the obligations of any security oath that he or she may have taken.

13 Merger Clause. The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the Contractor'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.

14 Choice of Law. This agreement is to be interpreted under the laws of the United States of America and the United States common law.

15 IC Invoicing and Payment Instructions.

Invoices shall be mailed to the following payment office:

CONTRACT CLAIMS BRANCH

The payment periods designated for Prompt Payment contained in this contract will begin on the date a proper invoice is received in the payment office. A proper invoice must include:

- (1) Name, invoice number and invoice date;
- (2) Contract number;
- (3) Description of task and price for services actually rendered, and
- (4) Any other information or documentation otherwise required by the contract (e.g. receipts to support travel expenses).

Invoices may be sent to the payment office via facsimile (FAX) machine at the following FAX number: _____ The FAX operator may be reached on _____ When original invoices are transmitted via FAX, DO NOT follow up with copies sent via surface mail, doing so will result in the FAX option being made unavailable to you. The Contractor may invoice for partial payment as tasks or level of effort is completed, but the Contractor may not bill more often than twice a month. Inquiries regarding invoices can be made on _____

16. Prompt Payment. The Contractor 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 Contractor. 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. Further information on prompt payments can be obtained from the Contracting Officer.

17. Electronic Funds Transfer. Payments under this contract shall be made by the Government by electronic funds transfer only. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit the proper information on a Standard Form 1199A to the Contracting Officer. In the event the Contractor 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. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information will delay payments.

18. (U) Secrecy Agreement. This contract specifically incorporates the provisions of all secrecy agreements signed by the Contractor in consideration for your service with this organization.

19. (U) Security Requirements. Servicing Agency Automated Information Systems (AIS). It is understood and agreed that all work to be performed under this contract shall be at a Government facility which is under strict security control. As a result, the Contractor agrees that only US citizens will be assigned to perform the work. 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, all _____

DEC 25 '91 18:23:01 Z

P. 4

persons granted access to the Government's facility will be subject to the espionage and other Federal laws relating to unauthorized disclosure of classified information. It is a material condition of this agreement that this clause be incorporated into any and all subcontracts.

20. (U) Financial Disclosure. The IC who has staff-tie (ISSA/TS) access, who is currently cleared for both unescorted physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDF 444V). The FDF 444V is available for electronic submission via Lotus Notes. Personnel with ADSN Lotus Notes access must utilize the on-line database when filing. The database can be accessed from the AGNS Database Catalogue under the title of Financial Disclosure Forms. The IC assigned to a domestic or foreign field station will receive the FDF 444V and submission instructions as either an attachment to a Lotus Note; a document sent via a secure fax; a document transmitted via cable; or, a form forwarded in a secure pouch. For those that do not have access to Lotus Notes, hard-copy FDF 444V are available from the Center for CIA Security, Financial Analysis Staff (CCS/FAS). For more specific information, refer to CCS , 3 April 2000

21. (U) Inquiries. For telephone inquiries relating to this action, please contact the Administrative Contracting Officer.

UNITED STATES GOVERNMENT

BY _____
Contracting Officer

ACCEPTED: _____

James E Mitchell 1
Independent Contractor

Date

INFORMATION REPORT

JAMES E. MITCHELL

Statement of Work
James E. Mitchell, Ph.D.

1.0 BACKGROUND

- 1.1 (U) Sponsor has the need for someone familiar with conducting applied research in high-risk operational settings to provide consultation and research in the area of counter-terrorism and special operations.

2.0 Project Objectives

- 2.1 (U) Advise the _____ to help guide and shape the future direction of Sponsor's applied research efforts.
- 2.2 (U) Provide consultation to the Professional Standards Advisory Committee (PSAC) regarding applied research in high-risk operational settings.
- 2.3 (U) Provide the _____ with recommendations and suggested courses of action for applying research methodology to meet mission goals and objectives.
- 2.4 (U) Conduct specified, time-limited research projects identified by the _____

3.0 Deliverables

- 3.1 (U) Provide consultation and recommendations for applying research methodology to meet OTS' _____ goals and objectives on a level of effort basis.
- 3.2 (U) Conduct specified applied research projects on a level of effort basis.

4.0 Period of Performance

- 4.1 (U) The period of performance will be for one (1) year with the option of one (1) additional year.

5.0 Personal Qualifications

- 5.1 (U) Sponsor requires an expert in conducting applied research in high-risk operational settings to provide consultation and research in the area of counter-terrorism and covert action/covert influence operations.

6.0 Security

- 6.1 (U) The association of the Contractor with Sponsor is UNCLASSIFIED. Technical discussions, work and written reports from this contract will be classified SECRET//NOFORN initially. However, it is anticipated that some projects may be classified TOP SECRET//NOFORN. Contractor can start work at the SECRET level, but should receive a TS//SCI clearance within six (6) months of signing the contract.

Government Cost Estimate

104 hours of effort @ \$125 per hour (Option of 40 additional hours @ \$125 per hour to be funded later)	\$13,000
10 days of travel expenses	\$3,000
Total	\$16,000

UNCLASSIFIED

CONTRACT DATA CLASSIFICATION GUIDE

Contractor: James E Mitchell, Ph.D
 Classifier's Employee #:

Contract Number:
 Date: 08/13/01

ITEM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On
I. ASSOCIATION				
		U		
II. GOVT FURNISHED DATA & HARDWARE				

A. Statement of Work		U		
B. Technical Info. (includes oral discussions)		S		
C. Specifications		N/A		
D. Drawings and Graphics		N/A		
E. Computer Software		N/A		
F. Communications Security (COMSEC) Material		N/A		
G. Govt Furnished Equipment (includes hardware from prior contract)		N/A		
H. Other - identify on attached sheet		N/A		

III. CONTRACTOR PRODUCED DATA AND HARDWARE				
---	--	--	--	--

A. Reports (as identified in contract)				
1) Monthly or Preliminary Technical		U		
2) Quarterly or Interim		N/A		
3) Final		N/A		
4) Contract Status		U		
B. Manuals				
		N/A		
C. Drawings and Graphics				
		N/A		
D. Computer Software				
		N/A		
E. Test Data, Computer Printouts, etc				
		U		
F. Hardware				
1) Component		N/A		
2) Sub-System		N/A		
3) Breadboard		N/A		
4) Prototype or Engineering		N/A		
5) System or Finished Product		N/A		
G. Other - identify on attached sheet		N/A		

IV. STATEMENT OF THE CRITICAL SECURITY ELEMENTS OF PROCUREMENT
 (excluding association)

UNCLASSIFIED

FROM

FFX NO.

Jan 29 2002 02:35PM P1

Contracting Officer

18 January 2002

James E. Mitchell

Subject: Modification One to Contract No. 200211837000*000

Dear Dr. Mitchell:

The purpose of this Modification Number One is to revise the security clause to permit processing of the ISSA/TS clearance in response to the SOW. Accordingly, the following change is made:

Paragraph 9 is replaced in its entirety as follows:

9. Classification of Contract, Clearance Issues. The association of the Agency with the work being produced hereunder is classified UNCLASSIFIED. The work and reports are to be classified SECRET//NOFORN initially. It is anticipated that some projects may be classified TOP SECRET//NOFORN. Contractor can start work at the SECRET level, but must have a TS//SCI clearance before access to TS level material/information may be granted. The Contracting Officer's Technical Representative (COTR) for this contract is [redacted]. The Security Officer is [redacted] and she can be reached at [redacted].

Inquiries. For telephone inquiries relating to this action, please contact the Administrative Contracting Officer.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

UNITED STATES GOVERNMENT

BY: Contracting Officer

ACCEPTED:

James E. Mitchell
Independent Contractor

Date

Attachment: revised CDCG (dated 01/18/02)

UNCLASSIFIED

CONTRACT DATA CLASSIFICATION GUIDE

Contractor: James E. Mitchell, Ph.D.
Classifier's Employee #:Contract Number: 2002*1837600*000
Date: 01/18/02

TBM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On
A. Statement of Work	U			
B. Technical Info. (includes oral discussions)	TS S/TK			
C. Specifications	N/A			
D. Drawings and Graphics	N/A			
E. Computer Software	N/A			
F. Communications Security (COMSEC) Material	N/A			
G. Govt Furnished Equipment (includes hardware from prior contract)	N/A			
H. Other - identify on attached sheet	N/A			

A. Reports (as identified in contract)				
1) Monthly or Preliminary Technical	TS S/TK			
2) Quarterly or Interim	TS S/TK			
3) Final	TS S/TK			
4) Contract Status	U			
B. Manuals	N/A			
C. Drawings and Graphics	N/A			
D. Computer Software	N/A			
E. Test Data, Computer Printouts, etc.	TS S/TK			
F. Hardware				
1) Component	N/A			
2) Sub-System	N/A			
3) Breadboard	N/A			
4) Prototype or Engineering	N/A			
5) System or Finished Product	N/A			
G. Other - identify on attached sheet	N/A			

IV. STATEMENT OF THE CRITICAL SECURITY ELEMENTS OF PROCUREMENT
(excluding association):

UNCLASSIFIED

Contracting Officer

April 04, 2002

James C. Mitchell

Subject: Modification Two (2) to Contract No. 2002*1837600*000

Dear Dr. Mitchell

The purpose of this Modification Number Two is to increase the contract value from \$10,000 to \$101,600. Accordingly the following changes are made:

Paragraph 2 is changed to read as follows:

- 2. Price: In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible agency official, you will be paid a firm-fixed price of **Not-To Exceed ONE HUNDRED ONE THOUSAND SIX HUNDRED DOLLARS and NO CENTS (\$101,600.00)**. This amount will be disbursed as follows:

Consultation(not to exceed)	\$ 83,100.00
A. \$1,000.00 per day Conus	
B. \$1,800.00 per day OConus	
Travel (Pool of funds not to exceed)	\$ 17,000.00
ODC's(related to Quick Re-action Response)	\$ 1,500.00
TOTAL (NTE)	\$101,600.00

The Contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope until such time as additional funds may be committed by written modification to this Contract.

Inquiries: For telephone inquiries relating to this action, please contact the Administrative Contracting Officer.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

UNITED STATES GOVERNMENT

BY
Contracting Officer

ACCEPTED

James E. Mitchell Date
Independent Contractor

Contracting Officer

May 14, 2002

James E. Mitchell

Subject: Modification Three (3) to Contract No. 2002*1837600*000

Dear Dr. Mitchell:

The purpose of this Modification Number Two is to increase the contract value from \$101,600 to \$162,600. Accordingly the following changes are made:

Paragraph 2 is changed to read as follows:

2. Price: In consideration for the satisfactory completion of all of the tasks described above as determined by a responsible agency official, you will be paid a firm fixed price of **Not-To Exceed ONE HUNDRED SIXTY TWO THOUSAND SIX HUNDRED DOLLARS and NO CENTS (\$162,600.00)**. This amount will be disbursed as follows:

Consultation(not to exceed)	\$ 147,100.00
A. \$1,000.00 per day Conus	
B. \$1,800.00 per day OConus	
Travel (Pool of funds not to exceed)	\$ 17,000.00
ODC's(related to Quick Re-action Response)	\$ 1,500.00
TOTAL (NTE)	\$162,600.00

The Contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope, until such time as additional funds may be committed by written modification to this Contract.

Inquiries: For telephone inquiries relating to this action, please contact the Administrative Contracting Officer.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

UNITED STATES GOVERNMENT

BY
Contracting Officer

ACCEPTED:

James E. Mitchell Date
Independent Contractor

Contracting Officer

July 01, 2002

James E. Mitchell

Subject: Modification Four (4) to Contract No. 2002*1837600*000

Dear Dr. Mitchell

The purpose of this Modification Number Two is to increase the contract value from \$162,600 to \$257,600. Accordingly the following changes are made:

Paragraph 2 is changed to read as follows:

- 2. Price - In consideration for the satisfactory completion of all of the tasks described above as determined by a responsible agency official, you will be paid a firm-fixed price of **Not-To Exceed TWO HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED DOLLARS and NO CENTS (\$257,600.00)**. This amount will be disbursed as follows:

Consultation(not to exceed)	\$218,100.00
A. \$1,000.00 per day Conus	
B. \$1,800.00 per day OConus	
Travel (Pool of funds not to exceed)	\$ 37,000.00
ODC's(related to Quick Re-action Response)	\$ 1,500.00
TOTAL (NTE)	\$257,600.00

The Contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope, until such time as additional funds may be committed by written modification to this Contract.

Inquiries - For telephone inquiries relating to this action, please contact the Administrative Contracting Officer.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

UNITED STATES GOVERNMENT

BY
Contracting Officer

ACCEPTED

 James E. Mitchell Date July 2002
 Independent Contractor

UNCLASSIFIED

Contracting Officer

5 September 2002

Dr. James Mitchell

Subject: Contract No. 2002*1837600*000 Modification 5
SSN:

Dear Dr. Mitchell

The purpose of this unilateral Modification Number 5 is to 1) Increase contract funding, 2) Increase the contract value from \$257,600.00 by \$52,500.00 to \$310,100.00, 3) Correct administrative error in Consultation Fees allocation and 4) Insert additional Independent Contractor clauses into the base contract. Accordingly, the following changes are made:

Paragraph 2 is changed to read as follows:

2. Price: In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible agency official, you will be paid a firm-fixed price of Not To Exceed **THREE HUNDRED TEN THOUSAND ONE HUNDRED DOLLARS and NO CENTS (\$310,100.00)**. This amount will be disbursed as follows:

Consultation (not to exceed):	\$260,100.00*
A. \$1,000.00 per day Conus	
B. \$1,800.00 per day OConus	
Travel (Pool of funds not to exceed):	\$ 47,000.00
ODC's (related to Quick Re-action Response):	\$ 3,000.00
TOTAL (NTE):	\$310,100.00

The contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope, until such time as additional funds may be committed by written modification to this Contract.

(*This action corrects an administrative error made in the allocation of funds in Modification 5. Consultation fees should have been listed as \$144,100.00 instead of \$143,100.00, therefore, an additional \$1,000 was added in to the Consultation fees in this modification to bring the total allowable to \$260,100.00.)

Paragraph 21 is changed to read as follows:

21. **INQUIRIES.** For telephone inquiries relating to this action, please contact the Administrative Contracting Officer.

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The following clauses are added in their entirety:

22. IC TRAVEL (Alternate D) (11/01) 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 conterminous 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.

23. OVERSEAS EMERGENCY DEPARTURE (11/01)

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 Contractor or may reimburse reasonable and necessary departure costs incurred by the Contractor.

24. OVERSEAS EMERGENCY MEDICAL TRAVEL (11/01)

In the event the Contractor 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 Contractor illness, injury, or death which occurs while overseas. It is understood and agreed that eligibility will be based upon the Contractor'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.

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25. MISSING PERSONS (11/01)

In the event the Contractor is determined to be "missing" as defined in Agency regulations, the Contractor 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 Contractor's Form 1099.

26. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALT III) - IC May Be Considered for Indemnification; Use of a Government-Owned Vehicle Authorized (11/01)

The Contractor 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 while overseas. 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 overseas to perform contractual activities, as specified in [redacted]. The IC is authorized to use a Government-owned vehicle for authorized purposes necessary for performance of this contract while overseas. (Transportation to or from an IC's residence is not an authorized use of a Government-owned vehicle.) The contractor 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 contractor shall follow up with written notice, detailing the incident, not later than 5 calendar days after the occurrence. The contractor will cooperate with any investigation the Government may undertake.

27. LIFE INSURANCE (11/01)

The Contractor is permitted to purchase, at Contractor's 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 Contractor 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.

28. INDEMNIFICATION (11/01)

For reasons of cover, operations and/or security, the Contractor 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 Independent Contractor 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 Contractor shall be made by the Director of Central Intelligence in his sole and non-reviewable discretion.

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29. SERVICE AND CANCELLATION (11/01)

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 Contractor 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 Contractor 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 Contractor shall provide the COTR 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 Contractor's performance assessment and taken into account when any renewal of service may be considered.

UNITED STATES GOVERNMENT

BY

Contracting Officer

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Contracting Officer

12 September 2002

Dr. James Mitchell

Subject: Contract No.: 2002*1837600*000 Modification 6
SSN:

Dear Dr. Mitchell.

The purpose of this unilateral Modification Number 6 is to 1) Increase contract funding and 2) increase the contract value from \$310,100.00 by \$100,000.00 to \$410,100.00. Accordingly, the following changes are made:

Paragraph 2 is changed to read as follows:

2. Price: In consideration for the satisfactory completion of all of the tasks described above, as determined by a responsible agency official, you will be paid a firm-fixed price of Not-To-Exceed **FOUR HUNDRED TEN THOUSAND ONE HUNDRED DOLLARS and NO CENTS (\$410,100.00)**. This amount will be disbursed as follows:

Consultation (not to exceed):	\$360,100.00
A \$1,000.00 per day Conus	
B \$1,800.00 per day OConus	
Travel (Pool of funds not to exceed):	\$ 47,000.00
ODC's (related to Quick Re-action Response):	<u>\$ 3,000.00</u>
TOTAL (NTE)	<u>\$410,100.00</u>

The contractor is not obligated to perform services beyond the scope of effort indicated herein, nor is the Government obligated to compensate the contractor for the cost of any services beyond said scope, until such time as additional funds may be committed by written modification to this Contract.

UNITED STATES GOVERNMENT

BY

Contracting Officer

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INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

Contract Number 2003*1310300*000	Mod #	Effective Date 01 January 2003	Target Date 31 December 2003
Issuing Office Name: Contracting Officer Address:		IC Name James Mitchell Address Telephone #	
Contracting Officer Name: Telephone #:		IC SSN IC Vendor Code	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name: Telephone	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$348,000.00	
Task Description See page 2 for Task Description and Price details			
<input type="checkbox"/> If Checked, the IC is to sign and return the contract. If not checked, the contract is unilateral and _____ Date			
Independent Contractor	_____	_____	_____
CLASSIFICATION OF ASSOCIATES The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the SECRET level CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level. CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the SECRET level. CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the SECRET level			

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Contract No. 2003*1310300*0000

IC Name: Jim Mitchell

1. SERVICES (ALT I) (FEE FOR TASK) (11/01)

The Contractor shall provide the following tasks:

- Task 1. Provide consultation and recommendations for applying methodology/CONUS
 Task 2. Conduct specific applied research projects/OCONUS

2. PRICE (ALT IB) (FEE FOR TASK - WITH ADDITIONAL CONTRACT FUNDS FOR TRAVEL) (11/01)

In consideration for the satisfactory completion of all of the tasks described below, as determined by a responsible Agency official, the contractor will be paid a firm, fixed price of \$348,000.00. This amount will be disbursed as follows:

- Task 1. For the satisfactory completion of **consultation and recommendation for applying methodology/CONUS: \$1,000.00/per day.**
 Task 2. For the satisfactory completion of **conducting specific applied research projects/OCONUS: \$1,8000.00/per day.**

In addition to the above task fee, this contract also includes travel expenses not to exceed \$348,000.00. Therefore, the total price of this contract is as follows:

<u>Task fee</u>	<u>Travel</u>	<u>Total Contract Value</u>
\$270,000.00	\$76,500.00	\$348,000.00

3. IC TRAVEL (ALTERNATE D) (11/01) 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:

- The rates and allowances in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the conterminous 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
- 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.

4. NON PUBLICITY (11/01)

It is a material condition of this contract that the Contractor shall not use or allow to be used any aspect of this contract for publicity or advertisement purposes. It is further understood that this obligation does not expire upon completion or termination of this contract, but continues indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate there from 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.

5. ELECTRONIC INVOICING (03/02)

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

If the IC does not have access to the e-Invoicing 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 e-Invoicing 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:

Page 2 of 6

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COPY

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Contract No. 2003*1310300*0000

IC Name: Jim Mitchell

- 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 e-Invoicing 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 CFO Vendor Payments via the e-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.

6. ELECTRONIC FUNDS TRANSFER (11/01)

Payments under this contract shall be made by the Government by electronic funds transfer only. The Contractor 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 Contractor, 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. Contractor's failure to properly designate a financial institution or to provide appropriate payee bank account information will delay payments.

7. PROMPT PAYMENT (11/01)

The Contractor 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 Contractor. 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.

8. TERMINATION (11/01)

In addition to either party's common law right to terminate the contract for default, this contract may terminate earlier than the target date listed on page one 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/A 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, termination is deemed necessary or advisable in the interest 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.

Upon termination of this contract, the Contractor 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 Contractor from the security restrictions or from the obligations of any

9. FOREIGN TRAVEL (11/01)

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.

10. FOREIGN CONTACTS (11/01)

The IC shall report to the cognizant Contracting Officer's Security Representative (COSR) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which a) illegal or unauthorized access is sought to classified or other sensitive information; or b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.

UNCLASSIFIED

Contract No. 2003*1310300*0000

IC Name: Jim Mitchell

11. TAX AND LICENSES (11/01)

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. If classified information is involved, the Contractor's tax consultant or attorney must be cleared by the Government prior to any such classified discussions. No taxes will be withheld from the contract price. It is the responsibility of the Contractor to report such income under existing federal, state, and self-employment (Social Security) income tax laws and regulations. The Contractor is also responsible for obtaining any necessary business licenses and paying any Federal, state, or local taxes.

12. EXECUTION OF DOCUMENTS (11/01)

If, during performance under this contract, the Contractor 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 Contractor 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.

13. STATUS (11/01)

The Contractor's legal status under this agreement is that of an Independent Contractor. Nothing contained herein shall be construed as appointing the Contractor 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 Contractor feels such a situation exists, he/she is obligated to inform immediately the Contracting Officer.

14. INSURANCE (11/01)

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

15. RULES OF CONDUCT/CONFLICT OF INTEREST (11/01)

If work will occur on Government premises, the Contractor acknowledges that the Agency has a zero tolerance policy for harassing behavior. Any Contractor 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 Contractor agrees to observe and be bound by all conduct regulations of this Agency. The Contractor further agrees to provide, upon request, a listing of relationships and activities which 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 (11/01)

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

17. MERGER CLAUSE (11/01)

The parties mutually agree that this contract encompasses all provisions and entitlements offered prior to the Contractor'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 (11/01)

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

19. CLEARANCE & POLYGRAPH REQUIREMENTS - ISSA/TS (11/01) (Applies if the IC must have an ISSA/TS (staff-like) clearance.)

The IC will have access to the Agency's computer system and 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. Additionally, the following provisions apply to ICs with ISSA/TS clearance:

FINANCIAL DISCLOSURE

The IC who has staff-like (ISSA/TS) access, who is currently cleared for both unescorted physical access to Agency controlled buildings (green badge) and access to Agency automated information systems, must submit a completed Financial Disclosure Form (FDF 444V) by the annual deadline established by the Agency. 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 which 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.

AGENCY INFORMATION SECURITY TRAINING

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Contract No. 2003*1310300*0000

IC Name: Jim Mitchell

The Contractor shall attend all mandated Agency Information Security Courses (AISC). 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. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the Contractor shall not receive any adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of-Effort contract, the Contractor shall be paid at the normal rate identified under the contract for attending the briefing.

COUNTERINTELLIGENCE TRAINING

The Contractor shall attend the Agency's next available Counterintelligence and Security Program (CISP) briefing unless the Contractor 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. If this contract is a Firm-Fixed Price contract, the contract price includes attendance at briefings required under this paragraph, and the Contractor shall not receive any adjustment in the contract price for such attendance. If this contract is a Firm-Fixed Price Level-of-Effort contract, the Contractor shall be paid at the normal rate identified under the contract for attending the briefing.

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

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

SERVICING AGENCY AUTOMATED INFORMATION SYSTEMS (AIS) (Applies only to Independent Contractors 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 Contractor is subject to espionage laws and other Federal laws relating to unauthorized disclosure of classified information.

20. COPYRIGHT (11/01) (Applies if the Independent Contractor prepares reports & studies).

a. The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright consisting of any data first produced in the performance of this contract without prior written permission of the Contracting Officer. The contractor also agrees to assign copyright to the United States Government where the materials to be copyrighted are intended for internal use only and are unsuitable for commercial exploitation because of the subject matter or lack of commercial capabilities. When a claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 and 402 and acknowledge Government sponsorship to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor 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 work, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

b. To be consistent with Executive Order 12333, the Contractor 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.

21. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (11/01) (Applies when the Independent Contractor will perform work in Agency facilities.)

When Agency employees have been officially released from work, the Contractor must work in accordance with the terms of this contract unless: (1) the Government prohibits the Contractor from working; or (2) the work requires interaction with the released Government

Contractor 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 contract, the IC shall be paid only for the hours worked.

22. OPERATIONAL EXPENSES (11/01)

The Contractor 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.

23. OVERSEAS EMERGENCY DEPARTURE (11/01)

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

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Contract No. 2003*1310300*0000

IC Name: Jim Mitchell

24. OVERSEAS EMERGENCY MEDICAL TRAVEL (11/01)

In the event the Contractor 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 _____ in the event of Contractor illness, injury, or death which occurs while overseas. It is understood and agreed that eligibility will be based upon the Contractor'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.

25. MISSING PERSONS (11/01)

In the event the Contractor is determined to be "missing" as defined in Agency regulations, the Contractor 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 Contractor's Form 1099.

26. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (ALT III) - IC May Be Considered for Indemnification: Use of a Government-Owned Vehicle Authorized (11/01)

The Contractor 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 contractor 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 contractor shall follow up with written notice detailing the incident, not later than 5 calendar days after the occurrence. The contractor will cooperate with any investigation the Government may undertake.

27. LIFE INSURANCE (11/01)

The Contractor is permitted to purchase (at Contractor's 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 Contractor 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.

28. INDEMNIFICATION (11/01)

For reasons of cover, operations and/or security, the Contractor 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 Independent Contractor 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.

29. SERVICE AND CANCELLATION (11/01)

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 _____ In the event that the Government fails to provide the indicated minimum notification, the Contractor 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 Contractor 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 Contractor shall provide the COTR 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 Contractor's performance assessment and taken into account when any renewal of service may be considered.

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INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2003*1310300*000	Mod # One (1)	Effective Date 13 June 2003	Target Date 31 December 2003
Issuing Office Name: Contracting Officer Address:		IC Name : Mitchell James E Address:	
Contracting Officer Name: Telephone #:		IC SSN IC Vendor Code	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name: Telephone #:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$598,000.00	
Task Description See page 2 for Task Description and Price details.			
<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	Contracting Officer	<i>5/17/03</i> Date
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the TOP SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the TOP SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the UNCLASSIFIED level.			

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Contract No.

IC Name:

1. 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 \$598,000.00. This amount will be disbursed as follows (tailor to meet the particular circumstances, including other expenses included in the task fee):

Task 1. For the satisfactory completion of **consultant and recommendation for applying methodology/CONUS: \$1000.00/per day.**

Task 2. For the satisfactory completion of **conducting specific applied research projects/OCONUS:\$1800.00/per day.**

In addition to the above task fee, this contract also includes travel expenses not to exceed \$134,035.00. Therefore, the total price of this contract is as follows:

<u>Task fee</u>	<u>Travel</u>	<u>Total Contract Value</u>
\$463,965	\$134,035.00	\$598,000.00

2. OPERATIONAL EXPENSES (03/03)

The IC will be advanced or reimbursed funds not to exceed \$100,000.00 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.

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STATEMENT OF WORK

James E. Mitchell, Ph.D.

1.0 BACKGROUND

- 1.1 (S) Sponsor provides psychological consultation services to its customer base. The Counterterrorism Center (CTC) has a requirement for consultation and training support to their debriefing program.

2.0 SCOPE OF EFFORT

- 2.1 (S) Dr. James Mitchell has successfully served as a special consultant to CTC for the past one year. This contract will continue the use of Dr. Mitchell per CTC's request.
- 2.2 (S) Dr. Mitchell will serve as both a consultant to CTC special programs as well as conduct specialized training as required by the Sponsor.

3.0 DELIVERABLES

- 3.1 (S) Contractor will provide OCONUS on-site guidance to CTC's debriefing efforts and will be paid on a daily rate per attached government cost estimate.
- 3.2 (S) Contractor will provide CONUS consultative support to CTC at a daily rate fee per attached government cost estimate.
- 3.3 (S) Contractor will conduct specialized training as required by the Sponsor at a daily rate fee per attached government cost estimate.

4.0 PERIOD OF PERFORMANCE

- 4.1 (S) The period of performance will be for one (1) year.

5.0 SECURITY

- 5.1 (S) All discussions will be at the TOP SECRET level. The association of the contractor with the Sponsor is UNCLASSIFIED.
- 5.2 (S) Security is a fundamental requirement of this effort due to the sensitive nature of the Sponsor's work. The contractor shall comply with the security requirements of the "National Industrial Security Program Operating Manual," dated January 1995 and all applicable Sponsor security policies and

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procedures, including, but not limited to, Director of Central Intelligence Directive (DCID) 1/21, DCID 6/3, and DCID 6/4.

- 5.3 Contractor assigned to this effort is required to be a U.S. citizen and have, at the start date of the contract, an Industrial Security Staff Approval/Top Secret (ISSA/TS) clearance.
- 5.4 Contractor will be required to have an Agency Green Badge and work on Government premises and will need access to the government computer systems. To be issued a Green Badge, contractor shall be cleared to the ISSA/TS level. All work and related conduct shall be in accordance with established Agency policies and procedures.

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CONTRACT DATA CLASSIFICATION GUIDE

Contractor: James F. Mitchell, Ph.D.
 Classifier's Employee #

Contract Number: 1BD
 Date: 1/23/02

ITEM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On
I. ASSOCIATION				
	U			
II. GOVT FURNISHED DATA & HARDWARE				
A. Statement of Work	U			
B. Technical Info. (includes oral discussions)	TS, S/TK			
C. Specifications	N/A			
D. Drawings and Graphics	N/A			
E. Computer Software	N/A			
F. Communications Security (COMSEC) Material	N/A			
G. Govt. Furnished Equipment (includes hardware from prior contract)	N/A			
H. Other (identify on attached sheet)	N/A			
III. CONTRACTOR PRODUCED DATA AND HARDWARE				
A. Reports (as identified in contract)				
1. Monthly or Preliminary Technical	TS, S/TK			
2. Quarterly or Interim	TS, S/TK			
3. Final	TS, S/TK			
4. Contract Status	U			
B. Manuals	TS, S/TK			
C. Drawings and Graphics	TS, S/TK			
D. Computer Software	N/A			
E. Test Data, Computer Printouts, etc.	TS, S/TK			
F. Hardware				
1. Component	N/A			
2. Sub-System	N/A			
3. Breadboard	N/A			
4. Prototype or Engineering	N/A			
5. System or Finished Product	N/A			
G. Other (identify on attached sheet)	N/A			

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INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2003-1508100-000	Mod #	Effective Date 13 June 2003	Target Date 12 June 2004
Issuing Office Contracting Team Washington, DC 20505		IC Name Mitchell, James E.	
Contracting Officer Name: Telephone #:		Vendor Code	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$90,500	
Task Description See page 2 for Task Description and Price details.			
<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	
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the UNCLASSIFIED level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the UNCLASSIFIED level.			

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Contract No. 2003-I508100-000

IC Name: Mitchell

1. SERVICES (ALT I) (FEE FOR TASK) (03/03)

The Independent Contractor (IC) shall provide the following tasks:

- Task 1 Deliverable 3.1 Adapt and modify the Bandura social cognitive theory for application in operational settings. / NLT 12 June 2004
 Task 2 Refine variables of interest to assess in order to apply the model (3.1) to specific individuals. / NLT 12 June 2004
 Task 3 Devise strategies and methods for assessing variables of interest in high risk operational settings. / NLT 12 June 2004
 Task 4 Applied research in the areas of operational psychology/ NLT 12 June 2004

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 \$90,500. This amount will be disbursed as follows:

- Task 1 Deliverable 3.1 Adapt and modify the Bandura social cognitive theory for application in operational settings. / \$30,000
 Task 2 Refine variables of interest to assess in order to apply the model (3.1) to specific individuals. / \$10,000
 Task 3 Devise strategies and methods for assessing variables of interest in high risk operational settings. / \$20,000
 Task 4 Applied research in the areas of operational psychology/ \$20,000

In addition to the above task fee, this contract also includes travel expenses not to exceed \$10,000 and ODC's not to exceed \$500. Therefore, the total price of this contract is as follows:

Task fee	Travel & ODC's	Total Contract Value
\$80,000	\$10,500	\$90,500

3. PERIOD OF PERFORMANCE (03/03)

The period of performance of this contract shall be from 13 June 2003 to 12 June 2004.

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.

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Contract No. 2003-1508100-000

IC Name: Mitchell

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.

5. NON PUBLICITY (03/03)

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 or advertisement purposes. 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 there from 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 (03/03)

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 _____ e-Invoicing system (which resides on the Agency Data Services Network), the IC shall submit all invoices electronically via the _____ e-Invoicing system, in accordance with the procedures for that system. The IC may use the _____ e-Invoicing system to directly check the status of invoices the IC has submitted via that system.

If the IC does not have access to the _____ e-Invoicing 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 _____ e-Invoicing 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 _____ e-Invoicing 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 CFO _____ Vendor Payments via the _____ e-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 payer 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

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Contract No. 2003-1508100-000

IC Name: Mitchell

<p>a proper invoice was received by the designated billing office.</p>
<p>9. TERMINATION (03/03) This contract may terminate earlier than the end of the period of performance for any of the following reasons:</p> <ol style="list-style-type: none"> 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. Upon thirty (30) days notice by either party for any reason. 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. 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. <p>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.</p>
<p>10. FOREIGN TRAVEL (03/03) 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.</p>
<p>11. FOREIGN CONTACTS (03/03) The IC shall report to the cognizant Contracting Officer's Security Representative (COSR) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which: (a) illegal or unauthorized access is sought to classified or other sensitive information; or (b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.</p>
<p>12. 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.</p>
<p>13. 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.</p>
<p>14. 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.</p>
<p>15. 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.</p>
<p>16. 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.</p>

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Contract No. 2003-1508100-000

IC Name: Mitchell

17. CONFLICT OF INTEREST (03/03)
The IC agrees to provide, upon request, a listing of relationships and activities which 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.
18. 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.
19. 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.
20. 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.
<p>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.</p> <p>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.</p> <p>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.</p>
<p>22. GOVERNMENT CLOSURES (SCHEDULED/UNSCHEDULED HOLIDAYS, WEATHER, ETC.) (03/03) 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.</p>
<p>23. VEHICLE INSURANCE & MOTOR VEHICLE ACCIDENTS (03/03) - IC Solely Responsible; Use of a Government-Owned Vehicle Not Authorized The IC is not an employee of the United States Government and shall be solely responsible for any liability, including liability to third parties, resulting from activities involving motor vehicles, including rental vehicles or privately-owned vehicles. Such expenses shall not be reimbursed in whole or in part by the Government. The IC is not authorized to use a Government-owned vehicle for performance of this contract.</p>
<p>24. 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)</p>

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Contract No. 2003-I508100-000

IC Name: Mitchell

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.

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UNCLASSIFIED

UNCLASSIFIED

STATEMENT OF WORK
Assessment in Operational Settings

April 2003

UNCLASSIFIED
1 of 3

UNCLASSIFIED

Statement of Work

1.0 BACKGROUND

- 1.1 Sponsor has the need for psychologists who are trained and experienced in conducting psychological assessments and applied research in high-risk operational settings to provide consultation and training in the area of operational assessment.

2.0 PROJECT OBJECTIVES

- 2.1 Develop an assessment model for use in operational settings.
- 2.2 Provide the _____ with research and consultation in support of _____ applied research efforts in the area of operational psychology.
- 2.3 Provide the _____ with recommendations and suggested courses of action for applying research methodology to meet mission goals and objectives in conducting psychological assessment in high-risk operational settings.
- 2.4 Conduct specified, time-limited research projects identified by the _____ in support of operational psychology.

3.0 DELIVERABLES

- 3.1 Adapt and modify the Bandura social cognitive theory for application in operational settings.
- 3.2 Refine variables of interest to assess in order to apply the model (3.1) to specific individuals
- 3.3 Devise strategies and methods for assessing variables of interest in high risk operational settings.
- 3.4 Specified applied research projects on a level of effort basis in the areas of operational psychology.

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UNCLASSIFIED

4.0 PROJECT MANAGEMENT

4.1 The Contractor will plan and manage the project to successfully complete the tasks and provide all the deliverables as defined in this SOW. The Sponsor's COTR will be provided by OTS/

5.0 PERIOD OF PERFORMANCE

5.1 The period of performance will be for one (1) year.

6.0 PERSONAL QAULIFICATIONS

6.1 Sponsor requires psychologists and other specialists with proven experience and expertise in conducting training and applied research in high-risk operational settings in the area of counter-terrorism, covert action, and operational psychology.

7.0 SECURITY

7.1 The association of the Contractor with Sponsor is UNCLASSIFIED. Technical discussions, work and written reports from this contract will be UNCLASSIFIED.

UNCLASSIFIED

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CONFIDENTIAL

CONTRACT DATA CLASSIFICATION GUIDE

Contractor: James E. Mitchell, Ph.D.
Classifier's Employee #Contract Number: TBD
Date: 04/08/03

ITEM (as applicable)

	Maximum Classification	Classification Reason	Derived From	Declassify On
I. ASSOCIATION				
	U			
II. GOVT FURNISHED DATA & HARDWARE				
A. Statement of Work	U			
B. Technical Info. (includes oral discussions)	U			
C. Specifications	U			
D. Drawings and Graphics	U			
E. Computer Software	U			
F. Communications Security (COMSEC) Material	N/A			
G. Govt Furnished Equipment (includes hardware from prior contract)	N/A			
H. Other - identify on attached sheet	N/A			
III. CONTRACTOR PRODUCED DATA AND HARDWARE				
A. Reports (as identified in contract)				
1) Monthly or Preliminary Technical	U			
2) Quarterly or Interim	U			
3) Final	U			
4) Contract Status	U			
B. Manuals	U			
C. Drawings and Graphics	N/A			
D. Computer Software	U			
E. Test Data, Computer Printouts, etc.	N/A			
F. Hardware				
1) Component	N/A			
2) Sub-System	N/A			
3) Breadboard	N/A			
4) Prototype or Engineering	N/A			
5) System or Finished Product	N/A			
G. Other - identify on attached sheet	N/A			

IV. STATEMENT OF THE CRITICAL SECURITY ELEMENTS OF PROCUREMENT
(excluding association)

CONFIDENTIAL

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Modification No. 01		A. EFFECTIVE DATE 05 Jan 2004		4. REQUISITION/PURCHASE REQ. NO.	
3. ISSUED BY DST/ Contracts		5. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than item 3)	
Washington, DC 20506					
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (MM/YY)	
Dr. James Mitchell					
10A. MODIFICATION OF CONTRACT/ORDER NO. 2003*H508100*000		10B. DATED (MM/YY)		10C. DATED (MM/YY)	
10C. DATED (MM/YY) 13 June 2003					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if require)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation class, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.109(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(b)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 002 (1) copies to the issuing

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Approved by UCF action headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

This contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as they apply, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	6 Jan 2004

Mitchell
2003*H508100*000
Modification 01

- A. The purpose of Modification No. 01 is to:
- Change the contract number from 2003*H508100*000 to 2003*H508100*000.
 - Change the
 - Change the Contracts Team to DST/ Contracts, ACO will be
 - Change the COTR to
- B. All other terms and conditions remain unchanged and in full force and effect.

The

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INDEPENDENT CONTRACTOR (IC) CONTRACT

Contract Number 2004*P742309*000	Mod # -----	Effective Date 01 January 2004	Target Date 31 December 2004
Issuing Office DO Contracts Washington, DC 20505		IC Name James E. Mitchell, Ph.D. Address	
Contracting Officer Name: Telephone #:		IC SSN IC Vendor Code	
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name: Telephone #:	
Invoicing Instructions See Electronic Invoicing Clause		Total Contract Price \$467,500.00	
Task Description See page 2 for Task Description and Price details.			
<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.			
James E. Mitchell, Ph.D. _____ Date		_____ Date	
CLASSIFICATION OF ASSOCIATION The association of the IC with the Agency for issues related to this contract is UNCLASSIFIED.			
CLASSIFICATION OF CONTRACT WORK The work to be performed under this contract is classified at the TOP SECRET level.			
CLASSIFICATION OF HARDWARE Hardware delivered under this contract is classified at the UNCLASSIFIED level.			
CLASSIFICATION OF REPORTS Reports produced under this contract are classified at the TOP SECRET level.			
CLASSIFICATION OF STATEMENT OF WORK (SOW) The Statement of Work (SOW) for this contract is classified at the SECRET level.			

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Contract No. 2004*P742309*000

IC Name: James E. Mitchell

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. 150 days).

Task 2. Contractor will provide CONUS consultative support and specialized training to CTC (max. 120 days)

2. PRICE (ALT II) (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 \$390,000. This amount will be disbursed as follows:

Task 1. For the satisfactory completion of OCONUS on-site guidance, \$1,800 per day (\$270,000 max.)

Task 2. For the satisfactory completion of CONUS consultative support and specialized training, \$1,000 per day (\$120,000 max.)

In addition to the above task fee, this contract also includes Travel Expenses not to exceed \$75,000, 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:

<u>Task fee</u>	<u>Travel</u>	<u>Other</u> <u>Direct Costs</u>	<u>Personal Liability</u> <u>Insurance</u>	<u>Total</u> <u>Contract Value</u>
\$390,000	\$75,000	\$1,500	\$1,000	\$467,500

3. PERIOD OF PERFORMANCE (03/03)

The period of performance of this contract shall be from 01 January 2004 through 31 December 2004

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:

- 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
- 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.

5. NON PUBLICITY (03/03)

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 or advertisement purposes. 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 there from 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.

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Contract No. 2004*P742309*000

IC Name: James E. Mitchell

6. ELECTRONIC INVOICING (03/03)

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

If the IC does not have access to the e-Invoicing 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 e-Invoicing 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 e-Invoicing 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 CFO Vendor Payments via the e-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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Contract No. 2004*P742309*000

IC Name: James E. Mitchell

<p>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.</p>
<p>10. FOREIGN TRAVEL (03/03) 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.</p>
<p>11. FOREIGN CONTACTS (03/03) The IC shall report to the cognizant Contracting Officer's Security Representative (COSR) all contacts with individuals of any foreign nationality, either within or outside of the scope of the IC's official activity, in which: (a) illegal or unauthorized access is sought to classified or other sensitive information; or (b) the IC is concerned that he/she may be the target of actual or attempted exploitation by a foreign entity.</p>
<p>12. 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.</p>
<p>13. 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.</p>
<p>14. 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.</p>
<p>15. 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.</p>
<p>16. 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.</p>
<p>17. CONFLICT OF INTEREST (03/03) The IC agrees to provide, upon request, a listing of relationships and activities which 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.</p>
<p>18. 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.</p>
<p>19. 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.</p>
<p>20. 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.</p>

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Contract No. 2004*P742309*000

IC Name: James E. Mitchell

21. CLEARANCE, POLYGRAPH, REPORTING & TRAINING REQUIREMENTS - ISSA/TS (03/03) (Applies if the IC must have an ISSA/TS (staff-like) clearance.)

The IC will 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:

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 which 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.

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. 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 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

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. 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 Labor-Hour contract, the IC shall be paid at the normal rate identified under the contract for attending the briefing.

REPORTING PERSONAL 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

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

22. 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.

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Contract No. 2004*P742309*000

IC Name: James E. Mitchell

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.

23. 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.

24. OPERATIONAL EXPENSES (03/03)

The IC will be advanced or reimbursed funds not to exceed \$1,500 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.

25. 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.

26. 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 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.

27. 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.

28. 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.

29. LIFE INSURANCE (03/03)

The IC is permitted to purchase (at Contractor's 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

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Contract No. 2004*P742309*(00)

IC Name: James E. Mitchell

immediately upon termination of this contract.

30. 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.

31. 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.

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INDEPENDENT CONTRACTOR (IC) CONTRACT - UNCLASSIFIED

Contract Number 2004*P742309*000	Mod # One (01)	Effective Date 04 May 2005	Target Date 31 December 2004																								
Issuing Office DO Contracts		IC Name Dr. James E. Mitchell																									
Washington, DC 20505																											
Administrative Contracting Officer Name: Telephone #:		IC SSN																									
Contracting Officer's Security Representative (COSR) Name: Telephone #:		IC Administrator Name: Telephone #:																									
Invoicing Instructions Sec Electronic Invoicing Clause		New Total Contract Price \$378,778.10																									
<p>Task Description</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 2004 through 31 December 2004. Accordingly, the following revisions are hereby incorporated:</p> <p>PRICE (ALT 1B) (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 \$390,000 \$332,200.00. This amount will be disbursed as follows:</p> <p>Task 1. For the satisfactory completion of OCONUS on-site guidance, \$1,800 per day (\$270,000 \$250,200 max.) Task 2. For the satisfactory completion of CONUS consultative support and specialized training, \$1,000 per day (\$130,000 \$82,000 max.)</p> <p>In addition to the above task fee, this contract also includes Travel Expenses not to exceed \$75,000, 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:</p> <table border="1"> <thead> <tr> <th></th> <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>\$390,000.00</td> <td>\$75,000.00</td> <td>\$1,500</td> <td>\$1,000</td> <td>\$467,500.00</td> </tr> <tr> <td>BY</td> <td>\$ 57,800.00</td> <td>\$29,921.90</td> <td>\$ -0-</td> <td>\$1,000</td> <td>\$ 88,721.90</td> </tr> <tr> <td>TO</td> <td>\$332,200.00</td> <td>\$45,078.10</td> <td>\$1,500</td> <td>\$0.00</td> <td>\$378,778.10</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	\$390,000.00	\$75,000.00	\$1,500	\$1,000	\$467,500.00	BY	\$ 57,800.00	\$29,921.90	\$ -0-	\$1,000	\$ 88,721.90	TO	\$332,200.00	\$45,078.10	\$1,500	\$0.00	\$378,778.10
	<u>Task fee</u>	<u>Travel</u>	<u>Other Direct Costs</u>	<u>Personal Liability Insurance</u>	<u>Total Contract Value</u>																						
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TO	\$332,200.00	\$45,078.10	\$1,500	\$0.00	\$378,778.10																						
<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																									

UNCLASSIFIED