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Basic Ordering Agreement (BOA)
Between
the Federal Bureau of Investigation (FBI)
and

SIBEL D EDMONDS

This agreement between SIBEL D EDMONDS (hereinafter referred to as the Contractor and the Federal Bureau of Investigation (hereinafter referred to as the FBI) is effective on the date signed on page 34, by both parties, and contains the terms, clauses and methods for pricing, issuing and delivering future orders under this agreement during its term.

Witnesseth That

Whereas the FBI desires to have a contractor perform specific foreign language related services as hereinafter described; and

Whereas this agreement is authorized by law.

Now, therefore, the parties hereto agree as follows:

This BOA does not state or imply any agreement by the FBI to place future work orders with the Contractor.

Contractors are not Federal Government employees. Therefore, this BOA does not state or imply that the contractor shall continually work 40 hours per week. Hours worked shall be based on the needs of the FBI and availability of funds. Contractors will be issued a work order when the FBI has a language related assignment.

Article I - Definitions

The ceiling price is the maximum price the government will pay regardless of the cost of performance. The ceiling price cannot be exceeded without prior authorization from the FBI Contracting Office. Once approval has been granted to increase the ceiling price, a new work order will be issued reflecting the change.

The Contracting Officer is the person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

The Contracting Officer Technical Representative (COTR) represents the government in technical phases of the BOA. The COTR is responsible for the technical administration of the contract and will advise the

CLASSIFIED BY: ^{PK/45} Rev. G.C. Brown
REASON: 1.5 (C, D)
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ARTICLE XX - Nondisclosure

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All information developed as a result of Work Orders placed against this BOA is for the exclusive use of the FBI. All reports, work papers, internal memoranda, or any other documents produced by the Contractor shall become the property of the FBI. The Contractor expressly agrees by signing this BOA not to publish, disclose, or disseminate in any form to any person, natural or artificial findings, recommendations, work products, or any other information relating to the services provided to the FBI.

Nondisclosure Agreement for Contract Service Contractors

As consideration for contract with the Federal Bureau of Investigation (FBI), United States Department of Justice, and as a condition for continued contract orders, I hereby declare that I intend to be governed by and will comply with the following provisions:

That I am hereby advised and I understand Federal Law, including statutes, regulations issued by the Attorney General and Orders of the President of the United States, prohibit loss, misuse or unauthorized disclosure or production of information in the files of the FBI. This includes all information provided by the FBI and all information I develop in the course of performing as an FBI contractor.

I understand that unauthorized disclosure of information in the files of the FBI or information I may acquire as a Language Services Contractor could result in impairment of national security, place human life in jeopardy, or result in denial of due process to a person or persons who are subjects of an FBI investigation, or prevent the FBI from effectively discharging its responsibilities. I understand the need for this secrecy agreement; therefore, I agree that I will never divulge, publish, or reveal either by word or conduct, or by other means of disclosure, to any unauthorized recipient without official written authorization by the Director of the FBI or his delegate, any information from the investigatory files of the FBI or any information relating to material contained in the files, or disclose any information or produce any material acquired as a part of the performance of my contract or because of my contractor status. The burden is on me to determine, prior to disclosure, whether information may be disclosed and in that regard I agree to request approval of the Director of the FBI in each such instance by presenting the full text of my proposed disclosure in writing to the Director of the FBI at least thirty (30) days prior to disclosure. I understand that his agreement is not intended to apply to information which has been placed in the public domain or to prevent me from writing or speaking about the FBI, but it is intended to prevent disclosure of information where disclosure would be contrary to the law, regulation, or public policy. I agree the Director of the FBI is in a better position than I to make that determination.

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