

REF ID: A63853  
20 Feb.

Dr. Kullback,

TNG would like comments re attached  
proposal by Mr. Friedman.

Catherine

Approved for Release by NSA on 11-19-2013  
pursuant to E.O. 13526

## Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr Patterson (TNG)

DATE:

FROM : Sinkov

SUBJECT: Attached

I think such a set of lectures  
would be a wonderful idea.  
I'm all for it.

Agree  
You couldn't get a better  
man than Friedman to do this  
for the agency.

AS

WOOD  
JOHN  
MASS

P  
YENEZ<sup>a</sup> CI  
SANS

J. a.

WILLIAM F. FRIEDMAN

310 SECOND ST. SE      WASHINGTON 3, D. C.

14 January 1958

Mr. Shelby L. Patterson  
Director of Training Services  
National Security Agency  
Fort George G. Meade, Maryland

Dear Mr. Patterson:

Accompanying this letter is a draft outline (in duplicate) of a proposed contract for the production of certain training material for the technical orientation of new NSA employees along the lines of our brief discussion recently. This draft follows quite accurately the wording of my previous contract with NSA, a copy of which is attached. I have left blank the amount of money involved, since I think this should be discussed after it has been decided by NSA whether it wishes to enter into such a contractual arrangement with me.

This contract would be the first of two or more contracts for the production of classified and more advanced material for cleared employees who have been newly assigned to their jobs, and for employees who have been in NSA for several years but wish to broaden their technical education.

The first contract envisages the production of material for a series of six periods of instruction and/or six lecture periods using voice-recorded texts prepared and spoken by me and illustrated with lantern slides based upon material prepared or collected by me or already on hand in my private collection of unclassified material.

At this writing the six lessons and lectures would embrace dramatic or instructional episodes which occurred in the following periods in cryptologic history:

- (1) Basic terminology and an account of cryptology from the earliest days of the invention and development of secret writings, and devices or means for secret communication, and of means and methods of solving such writings, devices, and means for secret communications.
- (2) Cryptology in the 15th and 16th Centuries.
- (3) Cryptology (American and British) during the period of the American Revolution and the period thereafter up to the time of the U.S. War Between the States (Civil War).

- (4) Cryptology (Federal and Confederate) during the Civil War.
- (5) Cryptology in the period from the end of the Civil War to the end of World War I.
- (6) Cryptology in the period from the end of World War I to the end of World War II (Unclassified material only).

It is possible and probable that in each lecture there would be something of interest said about certain of the highlights and sidelights of cryptologic science--how battles were won or lost by good and bad cryptology.

It is my thought that the initial contract, if it eventuates in a manner satisfactory to NSA and to me, would be followed by the type of contract described in very general terms in paragraph 2 above. Some of the material therefor would come from my private collection of unclassified books and papers; but more would come from NSA files and I would probably have to spend a good deal of time at NSA.

With regard to the material referred to in the preceding paragraph, I assume that NSA can provide facilities for processing film or other recording media under conditions required by regulations governing the production and handling of classified material. However, the material contemplated in the first contract would, as stated above, not be classified, or would, at most, be handled as "For Official Use Only".

Very truly,

*William F. Friedman*  
WILLIAM F. FRIEDMAN

Inclosure  
a/s

**DRAFT**ARTICLE I - SCOPE OF WORK

a. The Contractor, as an independent contractor, shall furnish all services and supplies, perform the necessary research, compile pertinent data and shall do all other things necessary to complete the requirements of Purchase Description \_\_\_\_\_ dated \_\_\_\_\_.

b. The Contractor shall complete the following projects called for in the Purchase Description:

- (1) Project 1: Prepare a manuscript of the text for a series of six lessons containing unclassified data designed for the technical orientation of new NSA employees.
- (2) Project 2: Prepare a set of photographic negatives and prints to accompany the manuscript called for under Project 1, and which shall serve as illustrative material for the data contained in those lessons.
- (3) Project 3: Prepare a set of lantern slides for use in connection with a series of six lectures which shall be based upon and coordinated with the six lessons called for under Project 1.
- (4) Project 4: Prepare a voice recording of the six lectures, each approximately 50 minutes in length, the lectures to be based upon the materials called for under Projects 1, 2, and 3.

2 c. All work shall conform to the standards established in the Purchase Description. \_\_\_\_\_.

3 d. Reports. The Contractor shall furnish <sup>12-monthly</sup> six monthly Progress Reports outlining progress of the work. These reports shall be submitted within ten (10) days following the period being reported in accordance with paragraph ~~1-3~~ of Purchase Description \_\_\_\_\_.

J. W. H. H.  
 June 14 1958

## 4 ARTICLE II - DELIVERY

The Contractor shall deliver, not later than \_\_\_\_\_, the completed work required herein to the Director <sup>of Training</sup> National Security Agency; however, the Government may at its discretion extend the date of delivery for good cause shown. Reports required by <sup>Paragraph 2</sup> Article I-d. above will be delivered to the ~~Deputy Chief of Staff for Operations~~, NSA, Washington 25, D.C.

*Director of Training*

*41. M. 100, Ind.*

## 5 ARTICLE III - INSPECTION AND APPROVAL

At least thirty (30) days prior to the date set for delivery in <sup>Paragraph 4</sup> Article II, the Contractor shall submit to the <sup>Director of Training, NSA (the duly</sup> Contracting Officer, <sup>authorized representative of the Contracting Officer)</sup> or his duly authorized representative, the completed manuscript or other work called for in Article I for approval and inspection as to its compliance with the standards set forth in the Purchase Description. If the work, in the opinion of the Contracting Officer or his duly authorized representative, meets the required standards and is otherwise satisfactory as to coverage and content, it shall be approved. If the work, in the opinion of the Contracting Officer or his duly authorized representative, does not meet the required standards or is otherwise unsatisfactory as to coverage and content, the Contractor shall make such changes, corrections, additions or deletions as are necessary to meet the required standards and to produce satisfactory work.

## 6 ARTICLE-IV - COPYRIGHT (ASPR 9-204)

(a) The Contractor agrees that all material forming the subject matter of this contract and first produced in the performance of this contract shall be the sole property of the Government, and may not be published or reproduced, in whole or in part, or in any manner or form, other than by the Government or with its express consent. The Contractor further agrees that no right at common law or in equity shall be asserted and no claim to copyright by statute shall be established by the Contractor in any material first produced in the performance of this contract.

(b) The Contractor agrees to grant and does hereby grant to the Government a royalty-free, nonexclusive and irrevocable license (i) to publish, translate, reproduce, use and dispose of, in any manner, any and all copyrighted or copyrightable material not first produced or composed in the performance of this contract but which is incorporated in the material furnished under the contract; and (ii) to authorize others so to do.

(c) The Contractor agrees to indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, for (i) violation of proprietary rights, copyright or right of privacy, arising out of the reproduction, use/<sup>OR</sup>~~and~~ disposition of any copyrighted or copyrightable material furnished under this contract, or (ii) based upon any libelous or other unlawful matter contained in said material.



## 7 ARTICLE V - COMPENSATION

a. The Government will pay to the Contractor the sum of \$ 10,000 for all of the supplies and services furnished in accordance with the provisions of this contract. *Purchase Request.*

b. Payment to the Contractor shall be made as follows:

(i) \$ 560.00 shall be paid upon receipt and acceptance of each of the ~~six~~ <sup>12</sup> ~~(6)~~ <sup>?</sup> bimonthly Progress Reports required by ~~Article I-d.~~ <sup>Paragraph 3</sup>

(ii) The balance of the contract price shall be paid upon submission by the Contractor and approval by the Contracting Officer or his duly authorized representative of the complete work required by ~~Article I~~ <sup>Item:</sup> hereof.

c. Any and all progress payments made hereunder shall be secured, when made, by a lien in favor of the Government upon the Work contracted for on account of all payments so made and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government, by virtue of any other provision of this contract, or otherwise, shall have valid title to such articles, things, materials, or other property as against other creditors of the Contractor. Any lien provided for by virtue of this Article is paramount to all other liens under the provision of an Act approved August 22, 1911 (Pub. No. 41, 62d Cong.; 37 Stat. 32; 34 U.S.C. sec. 582).

d. Payments of all sums specified in this ~~Article~~ <sup>Paragraph 7</sup> shall be made upon submission by the Contractor of proper invoices to the Contracting Officer for certification that the supplies and services covered thereof have been received and for transmission to the Fiscal Officer for preparation of public vouchers and payments.

~~e. A properly equipped and staffed studio suitable for recording lectures on the medium to be selected in accordance with par. 2.4 of Purchase Description \_\_\_\_\_.~~

*omit.  
Append  
on*

e. In the event of the death of the Contractor prior to the completion of this contract or of a disability rendering him unable to complete the performance of the contract, the Government will pay to the Contractor's estate, in the event of his death, or to the Contractor, in the event of his disability, such further portion of the contract price which, plus payments previously made, represents the fair value of the performance rendered by the Contractor up to the time his performance ceased. The sum to be paid to the Contractor shall be mutually agreed upon between the Contracting Officer and the Contractor, or his duly authorized representative, and failure to agree upon such sum shall be a dispute concerning a question of fact, within the meaning of the article of this contract entitled "Disputes".

f. Upon written approval by the Contracting Officer, or his duly authorized representative, prior to commencement of the travel involved, (i) the contractor is authorized payment for actual transportation cost and per diem allowance, not to exceed \$9.00 per day, incurred from the time of departure from the contractor's residence at Washington, D. C., to his destination outside of the Washington D. C. area and return and (ii) the contractor may be authorized to travel by Government transportation within or without the continental United States. *There shall be no compensation for any travel to the Fort Meade area.* Reimbursement for travel expenses incurred by the Contractor will require the provision of additional funds to this contract and the execution of a Supplemental Agreement to provide therefor.

#### 8 ARTICLE VI - GOVERNMENT FURNISHED PROPERTY AND ASSISTANCE

a. Clerical and research assistance (including translation of documents pertinent to the items of work and in foreign languages).

b. A secretary's desk and chair, a medium-size office table with two ~~chairs~~ *and a drawer filing cabinet*, a small table, and a book case.

c. Office facilities and equipment of the usual type, including an electric typewriter, <sup>and</sup> a dictating-reproducing recorder.

d. Miscellaneous office supplies such as paper, pencils, ~~shears, photo-trimming board,~~ stitching device for fastening papers, pencil sharpener, waste-paper baskets, etc.

e. A properly equipped and staffed studio suitable for recording lectures on the medium to be selected in accordance with par. 2.4 of Purchase Description \_\_\_\_\_.

#### ARTICLE VII - RECORDS OF GOVERNMENT PROPERTY

The Contract Property Administrator, National Security Agency Procurement Office, Washington 25, D. C. is designated and authorized to maintain, at the National Security Agency Procurement Office, the Official Government property contract records in connection with this contract in accordance with Appendix B, ASPR, under exception authorized per paragraph 301(a) thereof.

#### ARTICLE VIII - ALTERATIONS IN CONTRACT

The following alterations have been made in the provisions of this contract:

a. The attached General Provisions, 1 through 35, are hereby made a part of this contract except as follows:

The following provisions do not apply

- 18. Nondiscrimination in Employment
- 21. Patent Indemnity

The following additional provisions shall apply

- 36. Nondiscrimination in Employment
- 37. Government Property
- 38. Military Security Requirements

1) just source REF ID: A63853

2) pay by project \$1,500 by cash

3) intermediate

4) Tech rep: in TN 6  
improvement job