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HOUSE SELECT COMMITTEE ON ASSASSINATIONS STAFF MEMBERS

SECRET

FILE TITLE/NUMBER/VOLUME: MURPHY, DAVID E. (Consultant File)

INCLUSIVE DATES: 5 Aug 1975 - 30 Sept 1977

CUSTODIAL UNIT/LOCATION: Personal

ROOM: 5E13

DELETIONS, IF ANY: _____

DATE RECEIVED	DATE RETURNED	REVIEWED BY (PRINT NAME)	SIGNATURE OF REVIEWING OFFICIAL

NO DOCUMENTS MAY BE COPIED OR REMOVED FROM THIS FILE

MURPHY, David E. Consultant **TKM/MLD**



Office of Personnel
P.O. Box 1925
Washington, D.C. 20013

12 SEP

Mr. David E. Murphy
1537 Forest Villa Lane
McLean, Virginia 22101

Dear Mr. Murphy:

The Director has recently completed the annual review of the Agency's consultants to determine those consultant contracts which are to be renewed for FY 1978. He has advised me that your contract is among those which will not be renewed. Accordingly, your contract will be terminated upon its expiration date of 30 September 1977.

We are grateful to you for the contribution you have made to our work, and we wish to express our appreciation for your service as a consultant for the past two years.

Sincerely,

F. W. M. Janney
Director of Personnel

Distribution:

Orig - Adse
1 - D/Pers
1 - AG/DCI
~~1~~ - CPD Subj File
1 - CPD Chrono

CP/CPD/[]:7841:pj
3 Sep 77

8448

50 days

6.76

3,254.28

PR.77

10,944.60

1/1 Aug

1.77

1,371.12

30 Sept

25 JUN 1976

Mr. David E. Murphy
1537 Forest Villa Lane
McLean, Virginia 22101

Dear Mr. Murphy:

We have recently completed an annual review of our consultant requirements and would like to renew our relationship with you for the period 1 July 1976 through 30 September 1977. Enclosed is a contract in duplicate. Please sign and date both copies of the contract and return them to me at your earliest convenience. A stamped, self-addressed envelope is enclosed.

Should you have questions regarding the enclosed material, please write to me, [redacted]
P. O. Box 488; Ben Franklin Station; Washington, D.C.
20044.

We appreciate your cooperation and assistance and look forward to your continued association with us.

Sincerely,

/s/ [redacted]
Director of Personnel

Enclosures: A/S

SECRET
(When Filled In)

NOTIFICATION OF PERSONNEL ACTION							
1. SERIAL NUMBER		2. NAME (LAST-FIRST-MIDDLE)					
		PREPARED: 10/08/77					
3. NATURE OF PERSONNEL ACTION		4. EFFECTIVE DATE	5. CATEGORY OF EMPLOYMENT				
CONTRACT EXPIRATION (1000000)		MO DA YR 05 30 77	CONSULTANT - INDEPENDENT (N) REEMPL CLAS - C ANNUITY				
6. FUNDS		7. PAY AND NSCA	8. CODE OF OTHER LEGAL AUTHORITY				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; text-align: center;">V TO V</td> <td style="width:25%; text-align: center;">V TO CF</td> </tr> <tr> <td style="width:25%; text-align: center;">CF TO V</td> <td style="width:25%; text-align: center;">CF TO CF</td> </tr> </table>		V TO V	V TO CF	CF TO V	CF TO CF	13-1000	
V TO V	V TO CF						
CF TO V	CF TO CF						
9. ORGANIZATIONAL DESIGNATIONS		10. LOCATION OF OFFICIAL STATION					
CCI DIRECTORATE NATIONAL INTELLIGENCE OFFICE		DISTRICT OF COLUMBIA, USA					
11. POSITION TITLE		12. POSITION NUMBER	13. CAREER SERVICE DESIGNATION				
NATIONAL INTEL OFF		NILP	UN				
14. CLASSIFICATION SCHEDULE (GS, FE, AF)	15. OCCUPATIONAL SERIES	16. GRADE AND STEP	17. SALARY OR RATE				
(11NRMN1) FE	0132-05	SR K	DDG: 108,960.1: 022177				
18. REMARKS							
----- STATUS INFORMATION -----							
BIRTH DATE: 062321 SEX: M MARITAL ST: MAR NO. DEPENDENTS: 01							
CITIZENSHIP: US/BIRTH LONGEVITY CONF: FED SERVICE CONF:							
TYPE RETIREMENT: NONE HOSPITALIZATION: N PLAN:							
FEGLI: INELIGIBLE PREV. GOVT SERV: D SAL. TASK LIMIT: 0155							
PAY BASIS: D AVE IND: 0 S/L IND: 0							
----- CONTRACT INFORMATION -----							
EFF DATE: 081175 EXPIRATION DATE: 093077 DATE ORIG CONTRACT: 081175							
----- ENTITLEMENTS/ELIGIBILITIES/ALLOWANCES -----							
TAX STAFF: N	FED LAPP:	STATE LAPP:	STATE:				
TRAVEL: N/N	LP LAPP: N	HOUSING: N	POST-LOCAL: N				
HOME LEAVE: 0	DIFFERENTIAL: N	OFFSET CLASSE: N	SIG GOV: N				
LEGISL-PAY: N	PREMIUM PAY: N	ALLOWANCE COMB: N	EDUCATION: N				
STEP INCRS: N	DIR TAX ENL: N	LIDER ALLOWNS: N	SEPARATION: N				
PKA CODE: PRA NLS: NSCA: MODE:							
SFN: 0031454							
NOTE: ITEMS PRECEDED BY AN ASTERISK * REFLECT CHANGED DATA							
SIGNATURE OR OTHER AUTHENTICATION							

In period 11 Aug. through 8 May 1976 - amount earned and
was paid = \$ 8031.84

In period 1 July to 10 Aug 1976 - amount earned and
was paid = \$ 3200.00

Total for 11/8/15 to 11/8/76 would be = \$ 11,231.84 or
on over payment of \$ 3,143.84

Therefore

go with proposal as submitted by George Sattin
1 July 1977 as contract begin date - suggest that
we stipulate ending amount as applying to the
duration i.e. to Sept 1979 - in effect keeping contract
in synchronization with K form.

Chuck would provide only for contingencies from 1 July
to 30 Sept 1977 paying for services during this
period. Chuck saw a figure on a per day basis
(\$165 per day). This came to roughly 50 days or ~~\$8,250~~
Merlin K. was to be extended beyond this date then
the annual ceiling would be reduced by the
above amount.

Chuck - discussed with George and Lewis in agreement
His only request is that somewhere I be made clear that
the ceiling \$15,570 will cover a 15 month period
that is to say the period 1 July to 30 Sept and if approx
a year beyond. Ret. 172 1/2 117

Mr. David E. Murphy

Dear Mr. Murphy:

Reference is made to your contract with the United States Government as represented by the Contracting Officer, effective 1 July 1976, as amended.

Effective 1 July 1977 paragraph one entitled "Fee" is amended for the purpose of establishing said date as the initial, annual, effective date of reference during your current and succeeding contractual terms for computing your total cumulative income within specific contractual ceiling limitations, as required by Agency policy and regulations pertaining to the retiree of annuitants. Specifically your total earnings initiating from 1 July 1977 continuing through the current terminal date of this agreement, is 30 September 1977, and any extension of an additional year thereafter, cannot for such total period exceed the cumulative amount of \$15,570.

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY AS/
Contracting Officer

ACCEPTED:

David E. Murphy

WITNESS:

APPROVED:

SENDER WILL CHECK CLASSIFICATION TOP AND BOTTOM
 UNCLASSIFIED CONFIDENTIAL SECRET

OFFICIAL ROUTING SLIP

TO	NAME AND ADDRESS	DATE	INITIALS
1	DD/Pers/SP	2 JUN 1977	RG
2	DD/Pers	2 JUN 1977	Y
3	D/Pers	2 JUN 1977	J
4	C/CPD		
5			
6			

<input type="checkbox"/> ACTION	<input type="checkbox"/> DIRECT REPLY	<input type="checkbox"/> PREPARE REPLY
<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISPATCH	<input type="checkbox"/> RECOMMENDATION
<input type="checkbox"/> COMMENT	<input type="checkbox"/> FILE	<input type="checkbox"/> RETURN
<input type="checkbox"/> CONCURRENCE	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> SIGNATURE

Remarks:
 Recommend D/Pers approval of the attached request from the AO/DCI to authorize compensation in the amount of \$15,570 in the consultant contract of Mr. David E. Murphy from 1 Jul 77 through 30 Sep 77. Because of the transition quarter in 1976, consultant contracts were written for the period 1 Jul 76 through 30 Sep 77, a fifteen month period. HR 20-13 in speaking of the 90% rule states that "total remuneration paid to an individual during a contract year may not exceed 90% of the current salary and grade...." Thus, we can consider a new contract year beginning 1 Jul 77. The \$15,570 meets the 90% rule.

FOLD HERE TO RETURN TO SENDER

FROM: NAME ADDRESS AND PHONE NO		DATE
C/CPD/OP	S E 65 Sts 7841	1 Jun 77
<input type="checkbox"/> UNCLASSIFIED	<input checked="" type="checkbox"/> CONFIDENTIAL	<input type="checkbox"/> SECRET

ADMINISTRATIVE - INTERNAL USE ONLY

27 MAY 1977

MEMORANDUM FOR: Director of Personnel

SUBJECT : Consultant Contract - Mr. David E. Murphy

1. Mr. David E. Murphy, a retired Agency annuitant, is currently serving in the National Intelligence Office, under a consultant contract which covers the period 1 July 1976 through 31 September 1977. Due to the need for his services on a priority NIO project, he has already earned the maximum fee allowable under the terms of his contract (\$15,570) for the number of days worked since 1 July 1976. Mr. Murphy is aware of this salary limitation and has agreed to continue to serve without compensation as needed by NIO only through 30 June 1977, one year from the effective date of his contract.

2. Provided it is legally permissible, it is requested that Mr. Murphy's contract be amended to begin a new contract year, for pay purposes, effective 1 July 1977, in order that he may be compensated for services rendered from that date.

APPROVED:***

Frank Kinney

 Director of Personnel

2 JUN 1977

 Date

*** With the proviso that if Mr. Murphy's consultant contract is extended beyond 30 September 1977, the compensation paid from 1 July 1977 through 30 September 1977 is deducted from the amount authorized in the contract effective 1 October 1977 in order to conform to the 90% rule of HR 20-13.

ADMINISTRATIVE - INTERNAL USE ONLY

Mr. David E. Murphy

Dear Mr. Murphy:

Effective 27 February 1977 your consultant contract, effective 1 July 1976, is amended by deleting paragraph 3 in its entirety and substituting the following new paragraph 3:

3. Fee. In full consideration for your service as an intermittent consultant, you will be paid a fee calculated at the daily rate of \$168.96. Said fees shall not exceed a total of \$15,570 under this contract.

All other terms and conditions of the contract remain in full force and effect.

Witness the following signatures and seals.

CENTRAL INTELLIGENCE AGENCY

BY: JS/ [redacted]
Contracting Officer

21 APR 77
Date

BY: DS/
David E. Murphy

21 APR 77
Date

[redacted]
Social Security Number

ADMINISTRATIVE-INTERNAL USE ONLY

97 1083

5 April 1977

MEMORANDUM FOR: Chief, Contract Personnel Division, OP

FROM : Administrative Officer, DCI

SUBJECT : Contract Amendment - Messrs. [redacted]
and David E. Murphy

It is requested that the contracts for Messrs. [redacted]
and Murphy be amended to increase the maximum fee allowable
as authorized by the new General Schedule rates effective
27 February 1977.

[redacted signature box]
Administrative Officer/DCI

APPROVED:

Tom L. Murphy
Director of Personnel

6 Apr 77
Date

ADMINISTRATIVE-INTERNAL USE ONLY

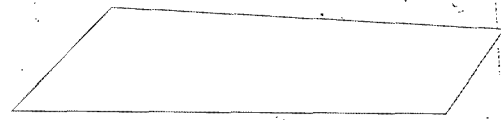
PERS 77-977

ADMINISTRATIVE - INTERNAL USE ONLY

28 March 1977

MEMORANDUM FOR: Chief, Contract Personnel Division, OP
SUBJECT : Contract Amendment - Mr. David E. Murphy

It is requested that the contract for Mr. David E. Murphy be amended to increase the daily rate of compensation from \$138.48 to \$168.96. It is further requested that this amendment be effective retroactive to 27 February 1977.



Administrative Officer, DCI

APPROVED:

Tom Vannely
Director of Personnel

29 Mar 77
Date

ADMINISTRATIVE - INTERNAL USE ONLY

SECRET
(When Filled In)

NOTIFICATION OF PERSONNEL ACTION					
1. SOCIAL NUMBER		2. NAME (LAST FIRST MIDDLE)			
		MURPHY DAVID F			
3. NATURE OF PERSONNEL ACTION		4. EFFECTIVE DATE		5. CATEGORY OF EMPLOYMENT	
CONTRACT EXTENSION		07/01/76		CONSULTANT INDEPEND (N)	
6. FUNDS		7. PAY AND NSCA		8. USE OF OTHER LEGAL AUTHORITY	
<input checked="" type="checkbox"/> X <input type="checkbox"/> V TO V <input type="checkbox"/> (I TO V) <input type="checkbox"/> V TO (I) <input type="checkbox"/> (I TO (I)		213-1000			
9. ORGANIZATIONAL DESIGNATIONS			10. LOCATION OF OFFICIAL STATION		
DCI DIRECTORATE NATIONAL INTELLIGENCE OFFICE			DISTRICT OF COLUMBIA, USA		
11. POSITION TITLE			12. POSITION NUMBER	13. CAREER SERVICE DESIGNATION	
NATIONAL INTELL OFF			NISF	ON	
14. CLASSIFICATION SCHEDULE (GS, IS, etc)		15. OCCUPATIONAL SERIES	16. GRADE AND STEP	17. SALARY OR RATE	
GS-13 (1)		0152-05	SR N	\$ 150,400.01: GS1175	
18. REMARKS					
BIRTH DATE: 062521 SEX: M MARITAL ST: MAR NO. DEPENDENTS: 01 CITIZENSHIP: US/BIRTH LONGEVITY COMP: FED SERVICE COMP: TYPE RETIREMENT: NONE HOSPITALIZATION: N PLAN: FEGLI: INELIGIBLE PREV. GOVT SERV: 5 SAC. TASK LIMIT: 0077 PAY BASIS: 0 A/L IND: 0 SFL IND: 0 --- CONTRACT INFORMATION --- EFF DATE: 061175 EXPIRATION DATE: 093077 DATE ORIG CONTRACT: 061175 --- ELIGIBILITY/ALLIANCE --- TAX STATE: N FED EXMP: STATE EXMP: STATE: TRAVEL: NNM OPS EXPENSE: N HOUSING: N POST-LOCAL: N HOME LEAVE: 0 DIFFERENTIAL: N OFFSET CLAUSE: N STD GOVT: N LEVISE PAY: N PREMIUM PAY: 0 ALLOWANCE CODE: N EDUCATION: N SLP INCRS: N OTH TAX RATE: N OTHER ALLOWNS: 0 SEPARATION: N PRA CODE: PRA NID: NSCA: NID: SFN: 0631454					
NOTE: ITEMS PREFIXED BY AN ASTERISK * REFLECT CHANGED DATA					
SIGNATURE OF OTHER AUTHENTICATION					

SECRET
(When Filled In)

NOTIFICATION OF PERSONNEL ACTION

1. SERIAL NUMBER		2. NAME (LAST-FIRST-MIDDLE) MORPHY DAVID		3. EFFECTIVE DATE 06 27 77		4. CATEGORY OF EMPLOYMENT CONSULTANT INDEPEND (N) RECEIVE STAR-E ANNUITY	
5. NATURE OF PERSONNEL ACTION CONTRACT APPOINTMENT (COMPENSATION)		6. FUNDS A V TO V V TO CF CF TO V CF TO CF		7. PAY AND NICA 215-1000		8. ICA OR OTHER LEGAL AUTHORITY	
9. ORGANIZATIONAL DESIGNATIONS DCI DIRECTORATE NATIONAL INTELLIGENCE OFFICE				10. LOCATION OF OFFICIAL STATION DISTRICT OF COLUMBIA, USA			
11. POSITION TITLE NATIONAL INTEL CFI				12. POSITION NUMBER NILE		13. CAREER SERVICE DESIGNATION SR	
14. CLASSIFICATION SCHEDULE (GS, LE, PA) (GRIPPH)) PFC		15. OCCUPATIONAL SERIES 0132005		16. GRADE AND STEP SR K		17. SALARY RATE 0001 \$ 100,900.15:4022177	
18. REMARKS ----- STATUS INFORMATION ----- BIRTH DATE: 062521 SEX: M MARITAL ST: MAR NO. DEPENDENTS: 01 CITIZENSHIP: US/BIRTH LONGEVITY COMP: FED SERVICE COMP: TYPE RETIREMENT: NONE HOSPITALIZATIONS: 0 YEARS: PROJ: INELIGIBLE PREV. GOVT SERV: 0 SAL. TASA LIMIT: 90155 PAY BASIS: 0 AVE INCL: 0 S/E HOS: 0 ----- CONTRACT INFORMATION ----- CFF DATE: 061175 EXPIRATION DATE: 063077 DATE ORIG CONTRACT: 061175 ----- ENTITLEMENTS/ELIGIBILITIES/ALLOWANCES ----- TAX STATE: N FED EXMP: STATE EXMP: STATE: TRAVEL: NEM OPS EXMP: N HOUSING: N POST-LOCAL: N HOME LEAVE: 0 DIFFERENTIAL: N DEFSET CLAUSE: N STD SEV: N LEGISE PAY: N PREMIUM PAY: N ALLOWANCE COMM: N EDUCATION: N STEP INCRS: N OTH TAX CRIT: N OTHER ALLOWNS: N SEPARATION: N PRA CODE: PRA ATE: NSCAP: NODES: OFN: 0031454 NOTE: ITEMS PRECEDED BY AN ASTERISK * REFLECT CHANGED DATA SIGNATURE OR OTHER AUTHENTICATION 							

SECRET
(When Filled In)

NOTIFICATION OF PERSONNEL ACTION

1. SERIAL NUMBER		2. NAME (LAST-FIRST-MIDDLE)	
		MURPHY DAVID L	
3. NATURE OF PERSONNEL ACTION		4. EFFECTIVE DATE	5. CATEGORY OF EMPLOYMENT
INITIAL ENTRY		NO ON	CONV. IND. INDEP. (A)
6. FUNDS	A	V 10 U	7. CODE OF OTHER LEGAL AUTHORITY
	U 10 V	U 10 U	
8. ORGANIZATIONAL DESIGNATIONS		9. LOCATION OF DUTY STATION	
DCI DIRECTORATE NATIONAL INTELLIGENCE OFFICE		DISTRICT OF COLUMBIA, USA	
10. POSITION TITLE		12. POSITION NUMBER	13. CAREER SERVICE DESIGNATION
NATIONAL INTEL OFF		N	
14. CLASSIFICATION SCHEDULE (S, E, etc.)	15. OCCUPATIONAL SERIES	16. GRADE AND STEP	17. START OF RATE
(INTERN) FCL	0132.05		DCG: 022.481.15 001175
18. REMARKS			
----- STATUS INFORMATION ----- BIRTH DATE: 002321 SEX: M MARITAL ST: MAR NO. DEPENDENTS: 01 CITIZENSHIP: US/BIRTH LONGEVITY COMP: FED SERVICE COMP: TYPE RETIREMENT: NONE HOSPITALIZATION B PLAN: FEGLI: INELIGIBLE PREV. GOVT SERV: 0 SACS TALK LIMIT: 0077 PAY BASIS: 0 A/L IND: 0 O/L RATE: 0 ----- CONTRACT INFORMATION ----- EFF DATE: 001175 EXPIRATION DATE: 000075 ORIG CONTRACT: 001175 ----- ENTITLEMENTS/ELIGIBILITIES/ALLOWANCES ----- TRAVEL STAFF: N FED EXPNS: STATE EXPNS: SEVERE: TRAVEL: NRN LFS EXPNS: N HOUSING: N PROFESSIONAL: N HOME LEAVE: 0 DIFFERENTIAL: N OFFSET CLASS: N STD COST: N LEGISL PAY: N PREMIUM PAY: N ALLIANCE COMP: N EDUCATION: N STEP INCRS: N OTR TAX ENTL: N OTHER ALLOWANCE: N SEPARATION: N ----- PRA CODES: PRA NLS: NSCA: NOLLS: SFN: 0031454			
SIGNATURE OR OTHER AUTHENTICATION			

Mr. David E. Murphy

Dear Mr. Murphy:

The United States Government, as represented by the Central Intelligence Agency, hereby contracts with you as an intermittent consultant and you, by your signature below, hereby contract with the United States Government, according to the following terms and conditions.

1. Status. Your legal status under this agreement is that of an independent contractor. Nothing contained herein shall be construed as implying the creation of an employee-employer relationship.

2. Service. In consideration of the fee set-out in the next paragraph, you agree to make yourself available to the contracting office and provide consultation as requested in a place and time as mutually agreed.

3. Fee. In full consideration for your service as an intermittent consultant, you will be paid a fee calculated at the daily rate of \$138.48. Said fees shall not exceed a total of \$8,088 under this contract.

4. Taxes and Withholdings. The Agency will make no deductions or withholdings for income tax or social security from the fees paid you. Rather, an IRS Form 1099 will be issued to you on a calendar year basis or upon the termination of this contract. You acknowledge that it is your responsibility to satisfy both your Federal and self-employment tax liabilities.

5. Expenses. You will be provided funds for travel and such other expenditures as are in consonance with the service you are to provide when authorized by the contracting office, such authorizations not to exceed those provided to employees under Agency regulations. Accountings for such funds will be rendered in conformance with Agency regulations.

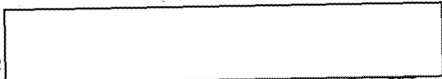
6. Secrecy. By virtue of this contract, you will become privy to employees, associates, plans, programs, methods and other information of the Central Intelligence Agency, in particular, and the U. S. Intelligence Community, in general. As a specific condition of this contract, you agree to keep forever secret, all classified information so obtained, to refrain from presenting a paper, writing for publication, making a speech through any media or forum, or other public statement, factual or fictional, on a subject related to classified programs and functions of the Agency or the Intelligence Community, without the prior authorization of the Director.

7. Term. This contract is effective as of 1 July 1976 and shall continue thereafter through 30 September 1977 unless sooner terminated by mutual consent of the parties hereto or by seven (7) days' written notice from one party to the other.

Witness the following signatures and seals.

CENTRAL INTELLIGENCE AGENCY

BY:


Contracting Officer

Date

13 Jul 76

BY:

David E. Murphy
David E. Murphy

Date

PXG 400

Mr. David E. Murphy

Dear Mr. Murphy:

Effective 15 April 1976 your current consultant agreement is amended by substituting the following paragraph for (3).

"3. Fee. In full consideration for your service as an intermittent consultant, you will be paid a fee calculated at the daily rate of \$138.48. Said fees shall not exceed a total of \$8,088 under this contract."

All other provisions of the agreement remain in full force and effect.

[Redacted Signature]

Director of Personnel

SENDER WILL CHECK CLASSIFICATION TOP AND BOTTOM			
<input type="checkbox"/> UNCLASSIFIED	<input type="checkbox"/> CONFIDENTIAL	<input type="checkbox"/> SECRET	
OFFICIAL ROUTING SLIP			
TO	NAME AND ADDRESS	DATE	INITIALS
1	DD/Pers-SP	17 MAY 1976	<i>RM</i>
2			
3	DD/Pers	17 MAY 1976 ✓	17 MAY 1976 <i>RM</i>
4			
5	D/Pers	17 MAY 1976	<i>J</i>
6	<i>Chief, CPD</i>		
<input type="checkbox"/> ACTION	<input type="checkbox"/> DIRECT REPLY	<input type="checkbox"/> PREPARE REPLY	
<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISPATCH	<input type="checkbox"/> RECOMMENDATION	
<input type="checkbox"/> COMMENT	<input type="checkbox"/> FILE	<input type="checkbox"/> RETURN	
<input type="checkbox"/> CONCURRENCE	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> SIGNATURE	
Remarks:			
<p>Recommend D/Pers approval of the attached request from the AO/DCI to increase the per annum ceiling limitation of the consultant contract for Mr. David E. Murphy from \$7,797 to \$8,088. This \$291 increase will exactly meet the 90% rule.</p>			
FOLD HERE TO RETURN TO SENDER			
FROM: NAME, ADDRESS AND PHONE NO.		DATE	
Chief, Contract Personnel Division <i>cmj</i>		17 MAY 1976	
<input type="checkbox"/> UNCLASSIFIED	<input type="checkbox"/> CONFIDENTIAL	<input type="checkbox"/> SECRET	

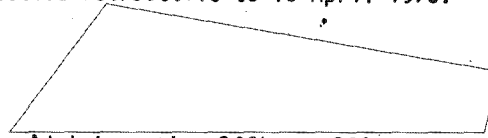
ADMINISTRATIVE-INTERNAL USE ONLY

76-1337

13 May 1976

MEMORANDUM FOR: Chief, Contract Personnel Division, OP
SUBJECT : Contract Amendment - David E. Murphy

It is requested that the consultant contract for Mr. David E. Murphy be amended to provide for an increase in the total authorized fee from \$7,797 to \$8,088. It is further requested that this amendment be effective retroactive to 15 April 1976.



Administrative Officer, DCI

APPROVED: Tom Vanev
Director of Personnel

7 May '76
Date

ADMINISTRATIVE-INTERNAL USE ONLY

Mr. David E. Murphy

Dear Mr. Murphy:

The United States Government, as represented by the Central Intelligence Agency, hereby contracts with you as an intermittent consultant and you, by your signature below, hereby contract with the United States Government, according to the following terms and conditions.

1. Status. Your legal status under this agreement is that of an independent contractor. Nothing contained herein shall be construed as implying the creation of an employee-employer relationship.

2. Service. In consideration of the fee set-out in the next paragraph, you agree to make yourself available to the contracting office and provide consultation as requested in a place and time as mutually agreed.

3. Fee. In full consideration for your service as an intermittent consultant, you will be paid a fee calculated at the daily rate of \$138.48. Said fees shall not exceed a total of \$7,797 under this contract.

4. Taxes and Withholdings. The Agency will make no deductions or withholdings for income tax or social security from the fees paid you. Rather, an IRS Form 1099 will be issued to you on a calendar year basis or upon the termination of this contract. You acknowledge that it is your responsibility to satisfy both your Federal and self-employment tax liabilities.

5. Expenses. You will be provided funds for travel and such other expenditures as are in consonance with the service you are to provide when authorized by the contracting office, such authorizations not to exceed those provided to employees under Agency regulations. Accountings for such funds will be rendered in conformance with Agency regulations.

6. Secrecy. By virtue of this contract, you will become privy to employees, associates, plans, programs, methods and other information of the Central Intelligence Agency, in particular, and the U.S. Intelligence Community, in general. As a specific condition of this contract, you agree to keep forever secret, all classified information so obtained, to refrain from presenting a paper, writing for publication, making a speech through any media or forum, or other public statement on the subject of intelligence, factual or fictional, on a subject related to programs and functions of the Agency or the Intelligence Community, without the prior written authorization of the Director.

7. Term. This contract is effective as of 11 August 1975 and shall continue thereafter through 30 June 1976 unless sooner terminated by mutual consent of the parties hereto or by seven (7) days' written notice from one party to the other. This contract may be extended by a simple, mutually attested letter amendment hereto for periods of not more than one year or for any fractional increment thereof.

Witness the following signatures and seals.

CENTRAL INTELLIGENCE AGENCY

BY:

13 Aug 75
Date

BY: David E. Murphy
David E. Murphy

11 August 1975
Date

Social Security Number

SECRET
(When Filled In)

JUSTIFICATION FOR CONSULTANT (F.Y.)		
1. NAME OF CONSULTANT (Last-First-Middle)		2. DATE OF PAY
1. OFF Murphy, David E.		4. DIVISION \$136.48 per day
6. NUMBER OF DAYS USED DURING CURRENT F.Y. (INCLUDING PROJECTION THROUGH 30 JUNE)	7. NUMBER OF DAYS ANTICIPATED USE DURING NEXT FISCAL YEAR	
55	NIO	60
8. DUTIES TO BE PERFORMED DURING NEXT FISCAL YEAR AND JUSTIFICATION FOR RETENTION:		
<p>Consultant on subjects of National Intelligence interest.</p>		
I CERTIFY THAT THE SERVICES REQUESTED ARE ESSENTIAL TO THE OPERATIONS OF THIS OFFICE.		
9. THIS DATE	10. TYPED NAME AND SIGNATURE OF RESPONSIBLE OFFICIAL	
15 April 1976	George A. Carver, Jr., S/ACI/SIC	

ADMINISTRATIVE -- INTERNAL USE ONLY

66-15-2127
7/29/75
75-1757

Executive Registry
75-1757

21 July 1975

MEMORANDUM FOR: Director of Central Intelligence

THROUGH : Director of Personnel
General Counsel

FROM : Administrative Officer, DCI

SUBJECT : Consultant Status for Mr. David E. Murphy

1. Action Requested: This memorandum requests your approval for the use of Mr. David Murphy, as a consultant at the rate of \$138.48 per day (GS-15, step 10). Mr. Murphy retired from the Agency (CIARDS) on 18 July 1975 as a GS-18, step 1.

2. Basic Data: Mr. Murphy will serve as a consultant to the National Intelligence Officer for Special Activities providing counsel and advice across a wide range of subjects pertaining to the Soviet Union. Because of his broad background in Soviet intelligence matters, he is uniquely qualified to furnish assistance in Community collection programs stimulated by the NIO/SA, and designed to focus the Community's efforts against key questions posed by the Soviet target.

3. Recommendation: Your approval to engage Mr. Murphy as an Agency consultant is requested.

Administrative Officer, DCI

Attachments:

- (a) Certification of Ethical Conduct
- (b) Statement of Employment & Financial Interests
- (c) Certification of Using Official

ADMINISTRATIVE -- INTERNAL USE ONLY

ADMINISTRATIVE - INTERNAL USE ONLY

-2-

SUBJECT: Consultant Status for Mr. David E. Murphy

Comments:

(a) On the basis of the information supplied above, this request appears to meet the policy requirements of HR 20-52, Consultants.

	28 JUL 1975
A Director of Personnel	Date

(b) Subject is cleared for Conflict of Interest.

	31 July 1975
<i>for</i> General Counsel	Date

Director of Central Intelligence

APPROVED :

DISAPPROVED:

W. S. Collyer

ADMINISTRATIVE - INTERNAL USE ONLY

CERTIFICATION OF USING OFFICIAL

I am seeking to acquire the services of the individual named herein as a consultant to me in connection with CIA work for which I have a responsibility. I hereby certify that I have read his Statement of Employment and Financial Interests (SEFI) and that I do not intend to utilize him in any work which, directly or indirectly, involves any company, institution, or entity listed on his SEFI except as noted below. (List below organizations involved. IF NONE, SO STATE.) If subsequent to this certification, this consultant will be required to perform any CIA work which involves any of the organizations listed on his SEFI not noted below, I will forward to the Office of General Counsel a revised certification. I further certify that I have read and understand 18 U.S.C. 208 (P.L. 87-849, § 208)

NAME OF CONSULTANT

Murphy, David E.

ORGANIZATIONS INVOLVED

None

DATE

17 July 75

USING OFFICIAL

[Redacted]

COMPONENT

D/NO

APPROVAL

DATE

31 July 1975

OFFICE OF GENERAL COUNSEL

[Redacted]

STATEMENT OF FINANCIAL INTEREST

FOR

DAVID E. MURPHY

I certify that I have read and understand Section III
of Executive Order 11222 relating to "Standards of Ethical
Conduct for Special Government Employees."

Paul E. Murphy
Signature

July 17, 1975
Date

ADMINISTRATIVE - INTERNAL USE ONLY

030 15-2127

7/29/75

75-1757

Executive Registry

7/29/75

21 July 1975

MEMORANDUM FOR: Director of Central Intelligence

THROUGH : Director of Personnel
General Counsel

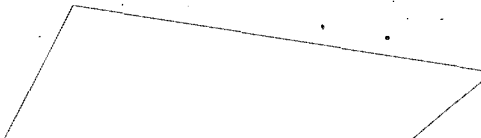
FROM : Administrative Officer, DCI

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ES/ E. Scelico
Director of Personnel

28 JUL 1975

Date

(b) Subject is cleared for Conflict of Interest.

ES
for General Counsel

31 JUL 1975

Date

Director of Central Intelligence

APPROVED : W. E. Colby 1 AUG 1975

DISAPPROVED: _____

PRIVILEGED INFORMATION
NOT TO BE RELEASED

SECURITY APPROVAL

DATE : 6 August 1975
YOUR REFERENCE: 98119:DCI/AO (NIO)
CASE NO. : 31454

TO : Director of Personnel

ATTN : [redacted] OPCHD, SE67 Hq.

SUBJECT : MURPHY, David E.

1. This is to inform you that Subject has been approved for the appointment specified in your request under the provisions of Headquarters Regulations 10-3 and 20-5 including access to classified information through TOP SECRET as required in the performance of duties.
2. Unless arrangements are made for entrance on duty within 90 days, this approval becomes invalid.
3. As part of the entrance on duty processing:

- A personal interview in the Office of Security must be arranged.
- A personal interview is not necessary.

4. Consultant.

FOR THE DIRECTOR OF SECURITY:

[redacted]
FOR Chief, Clearance Division, OS

FORM 1173

EXEMPT FROM
FREEDOM OF INFORMATION ACT (b)

REQUEST FOR SECURITY CLEARANCE				REQUEST NO. (11-8)			
				REQUEST DATE (6-11)			
NAME (Last-First-Middle)			YEAR OF BIRTH (29-30)				
POSITION TITLE			RECRUIT. REQN. NO. (21-22)				
LOCATION (City, State, Country)		ASSIGNMENT (Office, Division, Branch)		SUB-CATEGORY CODE (36)			
TYPE OF APPLICANT	REGULAR STAFF	CONSULTANT	SEMIEMPLOY. MIL.	OCCUP. CODE (37-42)			
	CONTRACT TYPE #	MILITARY	IF OTHER, SPECIFY:				
TYPE OF ASSIGNMENT AND FUNDS		HQS	USF	FF	V	CP	GRADE (43-48)
ATTACHMENTS	PMS	APPENDIX I	PHOTDIS.	REPORT OF INTERVIEW	REQUEST FOR WAIVER	ORGN. CODE (49-49)	
VETERANS STATUS	MALE-VETERAN		FEMALE-VETERAN		TYPE OF APPLICANT (49)		
	MALE-NON-VETERAN		FEMALE-NON-VETERAN		HEADQUARTERS (50)		
INVITEE CLEARANCE REQUESTED <input type="checkbox"/> YES <input type="checkbox"/> NO				CLEARANCE REQUIRED (51)			
CLEARANCE REQUIRED		PROVISIONAL POP	<input type="checkbox"/> IAS	<input type="checkbox"/> OTHER (Specify)		RECRUITER'S CODE (52-54)	
NAME OF REQUESTER		REMARKS		ZET PREF. B SEA (55)			
		Approved by [Signature] on August 1977		SP. MIL. SERVICE (56)			
		Please return this form to [Address]		LAST DIGIT ORGN. CODE (57)			
				REQN. NO. (72-74)			
				RECRUIT. SOURCE (76-78)			
SPACE BELOW TO BE COMPLETED BY OS ONLY							
APPROVAL GRANTED							
<input type="checkbox"/> PROVISIONAL <input type="checkbox"/> INVITEE							
THIS IS NOT A CLEARANCE FOR ACCESS TO CLASSIFIED INFORMATION, MATERIAL, OR SECURE AREAS. A BUILDING BADGE OR AGENCY CREDENTIAL IS NOT TO BE ISSUED AT THIS TIME.							
FOR THE DIRECTOR OF SECURITY							
DATE				CHIEF, PERSONNEL SECURITY DIVISION			
FORM 377a							