diff-ifk: record 104-10194-10023 - Page 81 - (diff between 2025 and 2023)

Highlighted changes between 2025/104-10194-10023.pdf and 2023/104-10194-10023.pdf - fresh pages only

SECRET

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### Agreement

effective the 13-day of December 1950, by and between the United States of America (hereinafter referred to as the Government), as represented by the Central Intelligence Agency, and 2. Novard Hunt, Jr. (hereinafter referred to as the Employee).

#### RECITALS

Cia under circumstances	desires the services of the Employee for requiring the Employee to receive a for-
eign pervice ptaff Corps	designation from the Department of State
of	for operations in the general area

B. The Employee desires as an employee of the Government to serve CIA abroad under the supervision and control of the Assistant Director for Special Operations, CIA, (ADSO) and is willing to accept a designation in the Foreign Service Staff Corps with the obligations thereof.

In consideration of the premises, the mutual covenants and promises herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

ARTICLE 1. Relationship of Employee to the Department of State. The Employee, in so far as possible, shaff abide by all the rules, regulations, and customs of the Foreign Service of the United States which affect personnel of the Foreign Service Staff Corps in order to appear as a normal member of the Foreign Service establishment.

 The Employee shall rigidly comply with the provisions of Title X, Part A of the Foreign Service Act of 1946, prohibiting officers and employees of the Foreign Service from:

(a) Wearing uniforms;

- (b) Accepting presents from foreign governments;
- (c) Engaging in business abroad;
- (d) Correspondence on affairs of foreign governments:
- (e) Political, racial, religious, or color discrim-

ination.

- 2. The Chief of the Foreign Service establishment and certain other key members of his staff will know about the Employee's status and relationship under the terms of the TOP SECRET agreement between the Department of State and CIA. Other personnel may discover that there are certain irregularities in travel orders, position numbers, pay accounts, and other internal administrative procedures of the Foreign Service. Nevertheless, the Employee shall not divulge his relationship to CIA except with the expressed approval of the ADSO. While serving abroad, he shall for normal administration be under the control of the Chief of the Foreign Service establishment to which he is attached, but for operations, including travel as specified below, he shall be under the control of CIA.
- 3. The travel of the Employee shall be governed as follows:
- (a) For temporary duty outside the continental limits of the United States within or beyond the Employee's stipulated area, he shall perform CIA operational travel as directed by the ADSO or his designee with the consent of the Chiefs of the Foreign Service establishment involved. To travel customary and necessary in the performance of routine Foreign Service Staff functions may be performed without clearance from the ADSO.DEC
- (b) For any travel to the United States, either temporary duty or permanent change of station, the Employee shall travel only at the direction of the ADSC after clearance has been arranged through the State Department in Washington.
- (c) All travel will be directed and performed in accordance with Foreign Service rules and regulations.
- 4. Although the Employee's Foreign Service Staff Corps title, location, appointment, Foreign Service class, and other pertinent information may be published in the Foreign Service list and other publications of the Department of State, such listings shall not affect his employment and the obligations and duties stipulated in this contract.
- 5. All payments to be made under this contract, including reimbursement for travel expenses, shall be made to the Employee by the Department of State except payments referred to in ARTICLE II, Section 4.

ARTICLE II. Relationship of Employee to CIA. Although for all intents and purposes it will appear as though the Employee is employed by the Department of State as indicated in ARTICLE I above, he shall in fact be employed by and under the operational control of CIA. In so far as possible, he will be expected to abide by the rules, regulations, customary practices, and courtesies of the Foreign Service, but his ultimate responsibility will be to CIA. In the event of any conflict of authority in the field between the Department of State and CIA, the matter shall be referred to the ADSQ for resolution.

The line of authority for the Employee shall be as follows:

establishment

(b) OSO Foreign Branch Chief in Washington.

(c) Chief of Operations, QSO TC

(d) APSO 2000

(e) Director of CIA.

2. All travel shall be directed by the ADEO in accordance with aRTICLE I. Section 3. The Employee shall request appropriate Foreign Service clearance for travel through the Senior QEO Representative at the Foreign Service establishment, who shall be responsible for arranging such clearance.

3. It is understood and agreed that the Employee's overseas assignment is to be for a minimum period of two years from the date of his arrival at his overseas post of duty, unless terminated by the Government for its convenience. If the assignment is terminated in less than twenty-four months at the Employee's request, the following shall prevail:

(a) If the Employee resigns in less than twelve months from the date of his arrival at his overseas post of duty, he shall reimburse CIA for all travel expenses involved in the transportation of himself, his immediate family, household goods, and personal effects to the foreign station, and pay all such expenses for return to the United States. Such expenses for return to the United States and amounts expended by the Government on account of such travel and transportation shall be considered a debt due by the Employee to the United States.

(b) If the Employee desires to terminate between the twelfth and twenty-fourth month from the date of his arrival at his overseas post of duty, he shall pay all expenses for the travel and transportation of himself, his immediate family, household goods, and personal effects to the United States.

## SECE

imbursed or advanced funds for operational expenses. Such amounts must be advanced or reimbursement made in accordance with CIA regulations, which require a full accounting of the amounts expended by the Employee. Therefore, the Employee will be required to account fully for any such funds advanced or reimbursed in accordance with CIA regulations.

ARTICLE III. Overseas Allowances and Transportation Expenses. When specifically authorized by the ADSO, the expenses of travel and transportation of the Employee, his immediate family, house-hold goods and effects, including personally owned automobile and foreign Service Act of 1946 and regulations issued thereunder by the Department of State. When authorized by the ADSO, the Employee shall be paid a quarters allowance, cost of living allowance, or service Act of 1946 and regulations issued thereunder. Service Act of 1946 and regulations issued thereunder. The amount of quarters and cost of living allowances and the special foreign living allowance is set forth in Bureau of the Budget Circular A-8, which is amended periodically to reflect adjustments in price and the amounts paid will vary according to Budget Circular A-8.

ARTICLE IV. Annual and Sick Leave. The Employee shall be permitted annual leave, sick leave, and leave of absence in accordance with Title IX, Part D of the Foreign Service Act of 1946, Under such Act, the Employee may be granted not to exceed sixty calendar days annual leave of absence with pay in each year. Annual leave which the Employee may receive and which is not used in any one year shall be accumulated for succeeding years until Employee at the rate of fifteen calendar days each calendar year and may be accumulated for succeeding years until it totals 120 days.

1. If the Employee is transferred from another Government Agency to this position, any annual or sick leave standing to his credit in such Agency, may be transferred, if appropriate, in accordance with E. O. 9837, 27 March 1947, issued pursuant to Section 935 of the Foreign Service Act of 1946.

ARTICLE V. Return to the United States. The Employee shall be ordered to the United States on leave of absence or permanent change of station upon completion of two years continuous service abroad or as soon as possible thereafter.

ARTICLE VI. Retirement. The Employee occupies a position within the purview of the Civil Service Retirement Act. Accordingly, deductions shall be made at the rate provided by law (presently 54) from the Employee's basic salary and placed in the Civil Service Retirement Fund. The Employee may not avail himself of the provisions of the Foreign Service Retirement and Disability System, provided for in Title VIII of the Foreign Service Act of 1946.

ARTICLE VII. Medical Care and Hospitalization. In the event of illness or injury to the Employee requiring hospitalization not the result of vicious habits, intemperance, or misconduct on his part, and incurred in the line of duty while assigned abroad, the expenses of treatment of such illness or injury at a suitable hospital or clinic, or transportation expenses to such hospital or clinic may be paid by the Government in accordance with Title IX, Part E of the Foreign Service Act of 1946. Under appropriate regulations, a physical examination of the Employee will be made, together with necessary inoculations, or vaccinations, or the expense thereof will be paid to the Employee.

In the event of the death or disability of the Employee, the Employee or his dependents shall be afforded the benefits of the United States Employees' Compensation Act of 7 September 1916, as amended.

ARTICLE VIII. Equipment. The Employee may be furnished technical equipment and supplies to assist in the rendition of services hereunder, including an automobile where necessary. The Employee shall be responsible for such equipment and supplies issued to him by CIA in accordance with CIA Property Regulations. All such material shall remain the property of the Government regardless of any apparently conflicting ownership or the manner of registration.

ARTICLE IX. Salary. The Employee shall receive a basic galary of the Foreign Service Act of 1946. In-class promotions shall be granted to the Employee in accordance with regulations established in the Department of State pursuant to Title VI, Part E, Section 642 of the Foreign Service Act of 1946. Other changes in status will be made only as specifically authorized by the ADSO. ADDO

ARTICLE X. Continuance of Pay and Allowances. If the Employee is determined by Cli to be absent in a status of "Missing", "Missing in Action", "Interned in a Neutral Country", "Captured by an Enemy", "Beleaguered", or "Beselged", he shall for the period he is determined to be in any such status be entitled to receive or to have credited to his account the same pay and allowances to which he was entitled at the beginning of such period of absence. Continuance of pay and allowances as specified above shall be as prescribed in the Missing Persons Act of 1942 (50 U.S.C.A. App 1001-1015, 7 March 1942).

ARTICLE XI. General. The Employee shall comply with the following provisions, and violation thereof by the Employee shall be deemed a breach of this contract.

- 1. In participating in the programs and activities of any private organization, the Employee shall make it clear that the Department of State has no official connection with such organization and that it does not sponsor or sanction the viewpoints which he may express. In general, his relations with private organizations shall be governed by applicable Foreign Service Regulations.
- 2. Neither the Employee nor the members of his family shall act as correspondents for American or foreign newspapers, press syndicates, or associations unless special authorization has been obtained in advance from the ADSO. He shall not write for publication any article or other manuscript on political or controversial subjects. Articles or manuscripts on nonpolitical or noncontroversial subjects shall be submitted to the ADSO for review and approval prior to their submission to a publisher.
- 3. Neither the Employee nor members of his family shall correspond privately on personnel or other official matters with members of Congress, or officers in the Department of State, or other Governmental agencies.
- 4. Members of the Employee's family shall not be employed in the same Foreign Service office except during grave emergencies or when special authorization has been obtained in advance of employment from both the Department of State and CIA.
- 5. Before contracting marriage with a person of foreign nationality, the Employee shall request and obtain permission from the appropriate officials in both the Department of State and CIA. Any such marriage with an alien without obtaining advance permission shall be deemed a breach of this contract and shall result in termination of service with the Government.

6. In the event the Employee desires to resign from the service overseas, he shall submit a written resignation addressed to the ADSO, who will take appropriate steps to clear the matter with the Department of State.

ARTICLE XII. Security. This contract centains information affecting the national defense of the United States within the meaning of the Espionage Act (50 U.S.C. 31 and 32, as amended). Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law. Violation of this ARTICLE or any security agreement signed by the Employee with the Government shall result in immediate disciplinary action, which may include suspension, separation from Government service, and may subject the Employee to criminal prosecution under the Espionage Act.

- The termination of this contract will not release the Employee from the provisions of any security oaths which he may be required to take by CIA.
- The Employee shall not publish, transmit, or divulge in any manner, information received by him as the result of his employment by the Government under this contract without specific written authority from the Director, CIA.

ARTICLE XIII. Orders and Directives. Orders and Directives received by the Employee from competent authority, including instructions received in briefing and training, shall be complied with by the Employee. No promises or commitments to the Employee of any nature whatsoever, beyond and in addition to the terms hereof, shall be binding on the Government unless and until such promise or commitment is reduced to writing and approved by an authorized official of CIA, and such writing placed with this contract thereby becoming an amendment hereto.

ARTICLE XIV. Amendments. The Government may at any time amend this contract and may terminate, this contract upon thirty day prior notice to the Employee. If the Government proposes to amend this contract by reducing the salary provided for in ARTICLE IX (including class promotions, or other authorized increases, if any) and such reduction is unacceptable to the Employee, resignation by the Employee for such reason shall be considered as a termination of this contract for the convenience of the Government. Where the Employee is directed to proceed to a new post on a permanent change of station by the ADSO, this contract will be deemed to have been amended to the extent of such change.

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#### SECTION C

#### NARRATIVE COMMENTS

Indicate significant strengths or weaknesses demanstrated in flurent position beging in proper perspective their relationship to averall performance. State suggestions made for improvement of work performance. Give recommendations for training. Commen on lower properties, if required for current perspection. Applify a supplied relating square in Section 8 to provide best best for lighter mixing future personnel action. However of performance of minings for priparything duties must be determined, if applicable.

[1-9] [6] [7] [7] [7]

Subject has performed in a manner quite consistent with his long and broad experience in many aspects of the craft of intelligence. His senior grade, his special expertise in the field of propaganda and publication and his very high intellect have contributed to the division's operations in the public media field a sharp focus, an economical concentration of money and effort and a consequently heightened impact. In the WUHUSTLER project, Subject vindicated his faith in a moribund clandestine asset by demonstrating, after about a year and a half under his personal direction, that it is one of the most effective activities of its kind. Before Subject assumed direct responsibility for this project, it had suffered from visionary and diffuse direction and from poor case officer-agent rapport. Subject's personal handling of this operation is marked by excellent rapport and the project prospers on an entirely reoriented basis which the agent himself enthusiastically welcomes.

Subject's supervisory responsibility has extended over two secretaries, from one to two professional staffers under official cover and three professional career employees under unofficial cover. The fairness and precision of his management has patently won their respect and inspired their performance.

(Continued on additional sheet)

SECTION D	CERTIFICATION AND C	OMMENTS
1.	BY EMPLOYEE	
	I CERTIFY THAT I HAVE SEEN SECTIONS A.	A, AND C OF THIS REPORT
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