

INTERDEPARTMENTAL

MASSACHUSETTS INSTITUTE OF TECHNOLOGY CAMBRIDGE, MASS. 02139

from the office of

May 19, 1975

Mr. Thomas E. Lightburn
Assistant Director, O.S.P.
Room E19-723

Dear Tom:

I have now completed a careful review of the proposed subcontract F19628-74-C-0193, from Honeywell. This proposed subcontract is largely acceptable, but it contains one major misunderstanding which would commit M.I.T. to work it has neither proposed to do nor has resources or ability to accomplish. It seems to me essential that the enclosed comments be the basis of negotiating a corrected subcontract.

The basic difficulty, which is propagated throughout the contract, is as follows: Honeywell and the Air Force Electronics System Division (ESD) have entered into a cost-sharing contract for development of a certifiably secure version of Multics. The intent, as negotiated by ESD, Honeywell, and ourselves, is that M.I.T. should do a coherent series of research explorations into engineering redesigns which would make Multics simpler. At the same time, Honeywell is to define a plan to use the results of our research, together with security specifications provided by MITRE, to produce a product deliverable to the Air Force.

The problem is that the proposed subcontract delegates to M.I.T. the commitment to define the Honeywell product development plan. This is not our line of business!

The enclosed notes detail on a clause by clause basis exactly where this problem lies. (A few other, minor problems are also noted.) I hope that these comments will help us all to quickly develop a mutually agreeable subcontract--things have gone without resolution much too long. If you can think of any way that either Professor Schroeder or I can be of any service, (including a trip to HISI/MacLean) we will be happy to help.

Sincerely yours,



Jerome H. Saltzer
Associate Professor
Head, Computer Systems Research Division

JHS/mw

xc: M. Dertouzos
M. Schroeder
D. Clark
W. Maczko

Blenda copy: R. Senell

May 19, 1975

Comments on proposed HISI/M.I.T. Subcontract

Subcontract (2 pages): no comment

Section A (Reference and Precedence): no comment

Section B (Subcontract schedule):

Clause 2: Phrase reading "and evaluate the future work required... on the Multics System" this phrase is part of a paragraph in the HISI/ESD contract, and describes a service which can be performed only by Honeywell, since it involves evaluation of the effort required to turn our research into a product.

Section C (Special Provisions):

Clause 1.a.: This clause requires that all information release (including talks) must be approved by Honeywell. The corresponding clause in the HISI/ESD contract requires prior Air Force approval. This approval requirement may be against M.I.T. policy. What is the usual response to such requests?

Clause 3: The last sentence of part 3.b.3 requiring that we agree to accept technical direction is not acceptable. In fact, it is not relevant to the research tasks which we are expected to perform. All of clause 3 (except part d) has been copied from the HISI/ESD contract, and is inappropriate for the research plan. Part d of clause 3 seems to be an attempt to protect Honeywell from something, but it has the effect of preventing us from communicating directly with ESD, and is not acceptable in its present form.

Clause 4: The actual costs, now better known since Project MAC accounts have been partially straightened out, was closer to \$89,000.

Clause 5: For this particular line of work, we must obtain a copy of and carefully review provision B-23 to establish the conditions under which someone may attempt to classify our work. The problem is that the word "security" appears frequently in the work, and as a result, it is likely to draw the attention of those in a position to declare it classified. The original HISI/ESD contract states that this provision applies only if the contract itself is classified, but clause 5 does not recognize any limitations.

Clause 7: Doesn't this clause conflict with the IBM research agreement, which may affect all M.I.T. computer science patents?

Clause 8: Contradicts clause one. Clause 8 is the one which we negotiated with Honeywell, and should be the surviving one.

Section D (General Provisions): no comment

Attachment A (Statement of Work):

Tasks 1.1 and 1.2: (Security Kernel Definition) are HISI tasks; they are clauses from the HISI/ESD contract which are intended to require that Honeywell carefully track the work done by us and the direction provided by MITRE to establish that they are consistent, and to develop a product plan. We are neither budgeted nor equipped to carry out this task.

Task 2.0: The first two sentences are inconsistent. The first is a standard piece of development contract boilerplate, while the second is lifted directly from our original proposal to HISI/ESD.

Attachment B (Data Requirements):

On the whole, this section has been transferred directly from the HISI/ESD contract without regard for relevance to the work of the subcontract.

SDRL 0001 is routine.

SDRL 0002 seems to require fiscal reports faster than the M.I.T. accounting system normally supplies them, but is otherwise OK.

SDRL 0003 is the formal mechanism by which HISI notifies the government of patentable ideas, and does not belong in this subcontract. There are provisions elsewhere under which we notify HISI of patentable ideas.

SDRL 0004, 5, 6, and 7 are the deliverables resulting from performance of tasks 1.1 and 1.2 of attachment A. Since it is the ESD intention that those tasks be performed by Honeywell, these deliverables do not belong in this subcontract.

SDRL 0008 is routine.

Backup sheets: no comment.