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6 SECRET

17 September 1968

MEMORANDUM FOR: Chief, Contract Personnel Division

SUBJECT

14-00000

Contract Amendment Edward G. TICHBORN

Transmitted herewith is original and one copy of amendment to subject's contract which was terminated 31 August 1968, signed by subject acknowledging a one-time lump sum taxable payment in the amount of \$3,311, which serves as a "quit claim".

Virginia C. Lynch Chief, DO Personnel & Training

Attach	ments:	ຸ2		
cc:	·			

:

SECRET

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, effective 19 May 1961, as amonded.

Effective 15 August 1968 you are authorized a one-time lump sum taxable payment in the amount of \$3, 511.

In full and final consideration for authorization and payment of the above sum, you herein release and forever discharge the United States Government and any Agency, Department or Instrumentality thereof and its agents, officers, employees and representatives from any and all claims, demands and liabilities in any form or by any party whatsoever throughout the world arising from services performed by you for the United States Government under said contract.

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

SECRET

UNITED STATES GOVERNMENT

BY

Contracting Officer

ACCEPTED:

Edward G. Tichborn

WITNESS:

APPROVED:

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15 aug 68

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14-00000

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12 August 1968

MEMORANDUM FOR: Chief, Contract Personnel Division

THROUGH:	Assistant for Non-Staff Personnel		
SUBJECT	Edward G TICHBORN (P) - Contract Ag		

1. Subject has been given 30 days notice as provided in his contract, to the effect that his contract will be terminated 31 August 1968.

2. Subject was initially employed in 1959 and was transferred to DO Division in July of 1967 from the WH Division. In the course of discussing the termination of his services, subject stated that during his tenure with the WH Division, he had been promised certain bonuses upon termination of his Agency service. The WH Division has agreed to a termination payment of \$3, 310, 72 which represents two months! salary of a per annum salary of \$17,000 plus \$477.38 in settlement of his accounting which is nontaxable.

3. In addition it is requested that the following statement be included in the amendment:

You release and forever discharge the United States Government and any Agency, Department or Instrumentality thereof and its agents, officers, employees and representatives from any and all claims, demands and liabilities in any form or by any party whatsoever throughout the World arising from services performed by you for the United States Government under said contract.

4. Attached is signed Notice of Termination in duplicate.

APPRO	120:	1			
)	S. Astachnschit: 0	ilicer	 Chief,	DO Support Group	
	as stated				
				· - ·	

NOTIFICATION OF TERMINATION OF CONTRACT

Mr. Henry P. Lopez

Dear Mr. Lopez:

You are hereby notified that your services under a contract with the U.S. Government, effective 19 May 1961, are to be terminated for the convenience of the U.S. Government pursuant to paragraph 10 of said confract, and that the thirty (30) days notice required by the contract begins 2 August 1968.

You are reminded of the contents of paragraph 9 of zaid contract which reads as follows:

"9. <u>Secrecy</u>. You will be required to keep forever secret this contract and all information which you may obtain by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the espionage laws, dated 25 June 1948, as amended, and other applicable laws and regulations.

Your signature in the space provided below is acknowledgement of the contents hereof.

G. S. COVERIMENT

BY /4/ Dew E. Lustacher Special Contracting Chicor

ACKNOWLEDGED: Henry P. 20,002 . 6

CONTRACT PRIMANNO C.

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24 Mar. 67 D 6 h / MD

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24 November 1967

dward G., Tichborn

1 October 1967 19 May 1961

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14-00000

16 November 1967

MEMORANDUM FOR: Contract Personal Division SUBJECT Edward G. TICEBER (P) 1

bcó)

It is requested that siggest's contract which expired 30 September 1967 be extended for one year.

Virgina C. Linch. Chief, J. Ferronnel & Training

APPROVED:

united states government Memorandum

TO : OF/C&TD/CAAS

14-00000

BAUM

DAIF: July 5, 1967

VIA :Contract Personnel Division

FROM : WE/Contracts

`.,.

SUBJECT: Edward G. TICHBORN, Beassignment

1. Effective 1 July 1967, Edward G. TICHBORN, Independent Contractor, has been reassigned to DO. Effective the same date all costs incident to contract services are chargeable to DO. 2. Miss Virginia Lynch, C/DO/Pers may be contacted for

2. Miss Virginia Lynch, C/DO/Pers may be contacted for further information.

31

cc: C/VH/BAP C/DO/Pers

APPROVED:

WM. S. Renchan

SECRET

/8/ Dow H. Luetscher Special Contracting Officer **r** -

	SI	CRET		
	•	DATE: Y MARKET I LA		
		CTC No?		
MEMORANDUM FOR	R: Director of Finance			
ATTENTION:	Chief, Compensation	and Tax Division		
VIA:	Chief, Contract Personnel Division			
SUBJECT:	Tax Assessment for_	18 Hr. 1 F. 22500 . (5)		
gross, taxable Tax Committee	Agency entitlements be as indicated below. Ar] is will be forwar	•		
	sessment Rate	Effective Date		
Tax As				

2. Other payroll factors pertinent to this Covert Tax Committee tax assessment action are as follows: ٠,

Chief, CPD Approval

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11-4-215

3 - CPD

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Secretary, Covert Tax Committee

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SECRET

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3.4. 2643

14-00000

18 Oct 66

C/CFD:

Attached is a draft of an amendment on TICHGOLM. Note memo of request asks for an increase in basic fee from \$12,000 to \$17,000% based on TICHPOPN's "overall performance and full time services". **Stit**

Additional memoranda in file reflect the following:

- (1) 15 Nay 1961 contract (still in effect) provided a basic fee of SSOOO with no mention of emount of time jubject worked to earn such.
- (2) Wi memo of 18 June 63 asked a pay increase from \$3000 to \$5000 based upon, "manner of TICHBCPN's performance and the increase art. of time which he devotes to Agency requirements".
- (3) wH dispatch of 9 Nov 64 said that, "Hqs agrees that present expiring contract called for about 2/3rds subject's time---TICHBORN pointed out.... he now engaged 90% of his time for Agency".
- (4) WH memo of 24 Nov 64 requested an increase from \$5000 to \$12,000 based upon TICHBORN's increased value plus "using TICHBORH's service on substantially a full time basis".
- (5) As cited above, current WH memo of 7 Oct 66 asks for an increase of \$24 from \$12,000 to \$17,000 based on subject's "overall performance and full time services".

Paul

I pointed out the above chronowith respect to the ever increasing usage of subject's time to Henehah who apparently feels the last memo is OK unless CPD desires to make a formal objection and return it.

Paul- ok to proce-& will hald pending Aug Mencipus > recent of Note - Per C/CRD WH (Rencham) will submit a new sumo to justify the current request.

Mr. Edward G. Tichbora

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 19 May 1961, as amended.

Effective 1 October 1966, said contract, as amended, is further amended

by:

(a) Deleting the figure \$12,099 from paragraph one (1) (a) and substituting in lieu thereof the figure \$17,000;

(b) Deleting paragraph one (1) (b) in its entirety; and

(c) Adding the following paragraph:

erandt

"13. Offset. Emoluments (including benefits in kind) received from or through your cover activities are the property of the U. S. Government. Procedurally, such emoluments will be effset against amounts due you under this agreement and are acknowledged to be payment by the Government hereunder and for Federal income tax purposes. If cover emoluments exceed those due you under this contract, you will dispose of the excess amount in conformance with Governmental instructions:"

In addition, said contract is further amended by extending its term through 30 September 1967.

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

SUE

UNITED STATES GOVERNMENT

BY

Contracting Officer

ACCEPTED:

Edward G. Tichbern

WITNESS:

APPROVED:

Pullish 20 Oct 66

SECRET

31 October 1966

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : WH/Pers/Contracts

SUBJECT

14-00000

.

: Edward G. TICHBORN, Contract Compensation

1. Reference is made to your recent oral request concerning the increase in compensation for Edward G. TICHBORN, Independent Contractor.

2. The recommendation for the increase was based on C/WHD's review of TICHBORN's performance, availability of full time services and direct negotiation. It is to be noted that the basic recommendation also provided for the amendment to offset cover earnings.

William S. Renehan

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SECRET

SECRET

7 OCT 1966

MEMORANDUM FOR: Chief, Contract Personnel Division SUBJECT : Edward G. TICHBORN, Contract Amendment

14-00000

1. It is requested that the contract, as amended, for Edward G. TICHBORN, Independent Contractor, be further amended effective 1 October 1966 as follows:

a. Increase basic compensation to \$17,000. per annum.

b. Delete para. 1.b. The provision is not applicable due to reassignment to a domestic location. c. Provide offset provision of basic contract compensation as TICHBORN will be paid through

d. CPD may accormine whether it is necessary to modify the amendment; relating to Social Security and Income Taxes as deductions will be handled by the

e. Extend contract through 30 September 1967.

f. Provide for TICHBORN's acceptance and signature on the amendment.

SECRET

2. The increase in basic compensation is based on -TICHBORN's overall performance and full time services.

rein 11 William V. Broe Chief Western Hemisphere Division

- . **.** Gocial Sounity 1 Dec 64 As an Independent Contractor, authorized 19 hing 63 fay merune 12,000 009'} 19 Mary 61 Hirred an antradelendent Cantractor . A.T. 000. 8 23 Féb 61 in 10 23 Féb 61 Contracted . 77 13 Jan 60. Pay ad Junt munt See Contrait Inprog OS. Hird on an Independent Continuetion 12 og 22 Computation Aclim Date (Entruct. Barvice - Edwind G. Tichborn (P)

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SECRET

Mr. Edward Q. Tichborn

5.8

Dear Mr. Tichborn

Reference is made to your current contract with the United States Government, as represented by the Contracting Officer.

Effective <u>27 May 1966</u>, said contract is amended by deleting all reference to income taxes therefrom, and by adding thereto the following paragraph:

"12 . Taxes As an independent contractor, montes paid you under paragraph one (1) above constitute taxable income for Federal tax purposes and you must satisfy your Federal tax liability thereon. Such income may be paid you by or through a cover facility. Because of cover, operational, and security considerations the Tax Committee of this organization is authorized to make cortain determinations and establish procedures (including tax withholdings) which will result in the full satisfaction of your Federal income and Social Security tax obligations. It is specifically understood and agreed that such determinations and procedures, whither oral or written, constitute an integral part of this contract and are legally incorporated herein by reference."

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

UNITED STATES COVERNMENT

6.24

BY

Goniracting Officer

SECRET

Group 1 - Excluded from automatic downgrading and declassification

MEMORANDUM	FOR:	Director	of	Finance	•

14-0000

ATTENTION: ____ Chief, Compensation and Tax Division

VIA: Chief, Contract Personnel Division

SUBJECT: Tax Assessment for Lawer: 0. "ICHEMRN

1. A flat rate covert tax assessment of this individual's gross, taxable Agency entitlements has been approved by the Covert Tax Committee as indicated below. An acknowledged letter of tax instruction [] is [] will be forwarded.

Tax Assessment Rate	Effective Date
The and electron an par erat (10.0)	L Loca and D frit
Ab ven and plan-souths per area (12.5)	A State of States

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DATE:

CTC No.

2. Other payroll factors pertinent to this Covert Tax Committee tax assessment action are as follows:

A. The concernments provide of the needed memory of a provide the second s

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Approval Chief, CPD

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The Mary S. Mary 11

Secretary, Covert Tax Committee

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SECRET	(1-4-21)

S E-C-R-E-T (When Filled in)

1. Effective	19 November	1965 , the contract las amended
		Edward G. TICHBCRN
SUBJECT	: ·	Contract Extension for
FROM	1	Contract Personnel Division
MEMORANDUM	FOR:	Office of Finance
•	-	

for the subject individual, effective 19 May 1961 extended for a period of one (1) year

2. All other terms and conditions of the contract (as immediat)

37

remain in full force and effect.

UNITED STATES GOVER WARN'T

Contracting Office:

DHL/bK/21 April '66 Reg in DARIOTIS Files E.C.R E.T When Filed an

Group I - Excluded from automight downgriding and the events of

10-1-1 Ga- 4

Dear Mr. _____

Reference is made to your current contract with the United States Government, as represented by the Contracting Officer.

SECRET

Arrangements have been recently completed allowing certain independent contractors of this organization to obtain social security credits by covering such individuals under the social security tax provisions applicable to employees. These arrangements also include a provision for retroactive applicability to the beginning of the 1965 tax year. This can be done only for reasons of security since the procedure results in <u>reducing</u> the social security tax from the self-employed rate to the employee rate. For example, in January of 1965 the tax rates were 5.4% and 3-5/8% respectively.

As a consequence thereof, said contract is amended by deleting all reference to social security and by adding the following paragraph:

Effective I December 1964, social security taxes will be deducted by this organization from your compensation in the same manner and to the same extent as would be done if you were a Government employee. Security reasons make this procedure necessary. Its implementation does not imply in any manner the actual creation of an employee-employer relationship. Your legal status under this agreement continues to be that of an independent contractor."

If you receive or expect to receive full or partial social security credits from overt sources you will so notify this organization and an adjustment will be made or ________ discontinued, depending upon the circumstances. Further, if you should subsequently receive overt social security credits, evidence thereof will be submitted to this organization. In such event your ______ credits will be erased and your _______ deductions returned.

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

UNITED STATES GOVERNMENT.

Contracting Officer

SECRET

PW/ ind/9 kipl. 65

wh/die,

Group 1 - Excluded from automatic downgrading and declassification.

Nr. Edward G. Tichborn

Dear Mr. Tichborn:

4-00000

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 19 May 1961, as amended.

Effective 15 November 1964 said contract is amended by enlarging the scope of paragraph one (1) entitled "Compensation" to authorize a one time payment of additional taxable compensation in the amount of \$1500.

Effective 1 December 1964 the figure \$9,000 is deleted from paragraph one (1) (a) and in lieu thereof the figure \$12,000 is substituted.

Effective 19 November 1964 said contract, as amended, is extended for a period of one (1) year.

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

UNITED STATES COVERNMENT

BY

Contracting Officer

RH finner



24 November 1964

MEMORANDUM FOR: Chief, Contract Personnel Division SUBJECT : Edward G. TICHBORN, Contract Amendment

SCOTT

1. It is requested that the contract, as amended for Edward G. TICHBORN, be further amended as follows:

a. Effective 15 November 1964 a one-time payment of additional compensation in the amount of \$1,500 for full time services rendered during a TDY assignment from June through August 1964. Payment will be made by the Station.

b. Increase in basic compensation from 59,000 to \$12,000 per annum effective 1 December 1964.

> c. Extind period of contract for an additional one year.

2. The Maxico Station recommendation as concurred with by WHO is based on increased operational activities which required having available and using TECHEDE is services on substantially a full time basis. TECHEDE: has agreed to fulfill the assignments including TEY assignments in other countries from time to time. In view of the level of the work involved and of TICHEDE.'s demonstrated ability, the basic recommendations are considered fully varianted.

STATE

14-00000

MANTON SitzGerald Chief

n Remispher - Division

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FROM DIRECTOR

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TO MEXI

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REF: IMMA 24353

1. EDWARD G. TICHBORN DISCUSSED TERMS HIS KUBARK CONTRACT DURING VISIT HOS EARLY NOVEMBER. HOS AGREES PRESENT KXRIRE EXPIRING CONTRACT CALLED FOR ABOUT TWO THIRDS SUBJ'S TIME. TICHBORN POINTED OUT PER REFERENCE HE NOW ENGAGED NINETY PERCENT TIME FOR KUBARK.

2. SUBJECT STATION CONCURRENCE HOB RECOMMENDS NEW ONE-YEAR REXIMPLE CONTRACT PROVIDE RAISE FROM \$9000 TO \$13000 PLUS \$3000 QUARTERS PER ANNUM. ALSO LUMP SUM PAYMENT 1500 DOLLARS FOR COMPENSATION HIS RECENT FULL TIME SERVICE FUASPEN. ADVISE IF YOU CONCUR EXTEND HIS CONTRACT ONE YEAR EFFECTIVE 19 NOVEMBER.

3. HQS TOLD TICHBORN WE CONSIDERED HIS SERVICES VALUABLE AS WELL AS HIS EVER-NILLINGNESS DEPART ON SHORT N NOTICE ASSIGNMENTS OTHER DIVISION AREAS. OBVIOUSLY THIS PROPOSED RAISE WITH WHICH SUBJECT WOULD BE MOST HAPPY SINCE STILL IMPOSES NO RESTRICTIONS ON HIS SOMETIME OUTSIDE LEGAL WORK, WILL BE WITH UNDERSTANDING HE CONTINUE DEVOTE NEAR FULL-TIME MANAGEMENT AND HANDLING ORMINE AND QRMANTLE PLUS of Him MINIMEDIAN FOR STATION AN ASSIGNMENTS.

COORDINATING OFFICE

REPRODUCTION BY OTHER THAN THE ISSUING OFFICE IS PROHIBITED

SFC

MESSAGE FORM ROUTING 1 5 0110 1 SECRET □ INDEX S □ NO INDEX IS // /2 □ INE IN CS //LE NO. 23 UNIT 6.7 EXT : 8 47 A. 16 DATE 4 8 DE PERSJANEL 10 , IROM. DIRECTOR h40 COM PAGE TWO p+1/O1 10 63360 DISPATCH FOLLOWS ON QRMINE. END OF MESSAGE WH/POB WH/PERS 1 WH/BAF EL -C12.2 5 4 R. W. Herlie J DESMOND FITZGERALD \$ 2 / XAUFMAN 78871 3 Ν. 1 C/WHD COGRDINATION OFFICEP SELEASIDS OFFICEB SECRET REPRODUCTION BY OTHER THAN THE ISSUING OF ... LE IS PROHIBITED. Ccpy

14-00000

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MEMORANDUM	FOR:	Chief, Finance Division
FROM	:	Contract Personnel Division
SUBJECT	:	Contract Extension for
		Propert G. TICHBONN

SECRET

1. Effective 19 May 1934 , the contract (as

amended) for the subject individual, effective 19 May 1961 is entended for a period of sim (4) member .

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

UNITED STATES GOVERNMENT

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BY_____Contracting Officer

SECRET

Group 1 - Excluded from automatic downgrading and declassification.

13 May 1964

MEMORANDUM FOR: Contract Personnel Division SUBJECT : Edward G. TICHEORN

14-00000

Please extend for a period of six (6) months the present contract of Edward G. TIChBORN which was due to expire on 18 May 1964.

W. E. Brooks C/WH/Support

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 19 May 1961, as amended.

Effective 30 September 1963, said contract, as amended, is further amended by adding the following paragraph after paragraph ten (10) of said contract:

"12. Health Insurance. You are herein authorized to apply for enrolment in a health insurance program for certain selected contract individuals of this organization, subject to all the terms and conditions of that program. If accepted, this organization will bear that portion of your total premium cost which it is authorized to bear for the original group of contract participants in said program. you will bear the remainder. Your financial contribution will be effected either by payroll deduction or by direct remittance at periodic intervals to be established by this organization.

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

UNITED STATES GOVERNMENT

BY

Contracting Officer

DHL-eld 4 Oct63 WH New

Shis amend based on Grad multiplication from Descender Branch Click application for inscience was apple and by Doard.

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

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4-00000

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 19 May 1961, as emended.

Effective 19 May 1963 said contract is extended for a period of one (1) year. Effective 1 June 1963 said contract, as amended, is further amonded by the deletion in its entirety of paragraph one (1) entitled "Compensation" and by substituting in lieu thereof the following:

"1. Compensation. In full consideration for the submission of such information and services you will be compensated as follows:

(a) Basic compensation in an amount calculated at the rate of \$9000 . per annum.

(b) Additional compensation for quarters procurement in an amount calculated at the rate of \$3000 per annum, effective upon your arrival and applicable only to your initial permanent post of assignment overseas. Quarters will not be furnished you nor will you accept quarters provided by your cover facility without prior emendment of this agreement."

Payments will be made as directed by you in writing in a manner acceptable to the Government. Monies paid you by the Government under this paragraph constitute income for Federal tax purposes. You will be advised as to the method to be followed in reporting and paying such taxes. The method as well as the procedures used by this organization to implement its tax reporting responsibilities will be based primarily upon cover and security requirements. You have a authorize this organization to withhold taxes on which income if it determines such requirements so necessitats.

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

UNITED STATES GOVERNMENT

ВΥ

Contracting Milcar

SECRET

19 June 1953

LEIORANDER FUL: Clisf, Contract Personnel Division

SUCCEST:

14-00000

Deliste G. MCNBORA (p), Amendment of Sontrast

1. It is rejugated that the contract, as arounded for Edward G. TICLEORN, Contract agent, be Further ascended officetive 1 June 1962 as follows:

to \$9,000 per limits.

, b. frovide additional comparation for juntters produced at the rule of \$3,000 per same for self and dependents.

.c. Untind the period of the cultract for an additional year.

d. 111 other provisions of the contrast reasin in effect.

2. The factors in companyation to recommended by the libric dity in the is the distribution of the start of TID-ACLANT performing and the increased count of the attract of votes to again provide attracts.

2. The it divi is conserve with the station received tion. Stoblick has beauty up increasingly militate in prodiction county most.

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14-00000

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

14-00000

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 19 May 1961.

SECRET

To rectify an administrative oversight said contract is amended as of its effective date by revising paragraph two (2) entitled 'Travel and Operational Expenses' to read as follows:

"2. Travel and Operational Expenses. You will be advanced or reimbursed funds on an actual, reasonable and necessary expense basis for those expenses incurred by you in connection with such travel as may be directed or authorized by the Government and while on temporary duty away from your permanent post of assignment. In addition, you will be advanced or reimbursed funds for necessary operational expenses as specifically approved by the Government. Payment and accounting for all expenses incurred horeunder will be in substantial conformance with applicable Government regulations."

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

ΞY

UNITED STATES GOVERNMENT

Contracting Officer

OHL-old 25 Mar 63 WA Dio

SECRET

20 March 1963

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MEMORANDUM FOR: Chief, Contract Personnel Division

SUBJECT:

14-0000

Edward G. YICHBORN (p), Contract Amendment

1. It is requested that the contract for Edward G. TICHBORN, Contract Agent, be amended to delete the current paragraph 2. Travel and Operational Expenses and insert:

SECRET

"2. Travel and Operational Expenses. You will be advanced or reimbursed funds on an actual, reasonable and necessary expense basis for those expenses incurred by you in connection with such travel example by directed or authorized by the Government and while on temporary duty away from your permanent post of assignment. In addition, you will be advanced or reimbursed funds for necessary operational expenses as specifically approved by the Government. Payment and accounting for all expenses incurred hercunder will be in substantial conformance with applicable Government regulations.

The effective date of the americant should be as of the effective date of the contract, 19 May 1961.

2. The above request is corrective in nature as it was not intended to change the travel expense provision which had been in effect during his previous contract.

wardwork

GROUP 1 Exclosed trace activate dowegraning and dowegraning and dowegraning and and and a state of the state of

W. E. BROOKS Chief, WH Support

operational expense accountings have as yet been forwarded to FD. Both Division and subject intended subject's old travel and operational expense clause to be a part of the 19 May 1961 agreement. Check List was in error on this point.

Note: Per WH/B&F no travel and

13 July 1961

MEMORANDUM POR I	Chiof, Pina	nce Divis	ion	
. '	Attention:	Contract	Agent	Section

VIA :

14-00000

Contral Cover Division Attentions

SUBJECT :

Edward G. TICHBORH (p): Method of Payment

* 5

1. It is requested that Finance Division pay Edward G. TICHEORM (p) through Contral Cover Division's TICHEORN's

2. It is requested that salary due TICHBORN since the effective date of his contract be paid as soon as possible.

3. Attached horsto are forms 281 and 113a (top section). The bottom section of 313a is distributed separately.

J. C. King Chief Vestorn Hemisthere Division

	CRET
ENPLOYEE'S WITHHOLDING EXENPTI	ON CERTIFICATE AND QUESTIONHAIRE
TI CIBCEN, Edward 0.	
	S EXEMPTIONS
	<pre>XTINS tion, birth, death, new dependents, multiple-support serements, old age, blindness, etc., consult your lacsi District Director of Internal Revenue of your employer.</pre>
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NIGNED (Pooudanys)	

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ALL SALES

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Mr. Edward O. Tichborn

Dear Mr. Tichborn:

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Reference is mays to your contract with the United States Government, as represented by the Contracting Officer, effective 15 October 1959, as amended. Effective 18 May 1961, said contract is hereby terminated by mutual consent of the parties hereto and in lieu thereof the following is substituted.

The United States Government, as represented by the Contracting Officen hereby contracts with you as an independent contractor for the submission of certain information and related services of a confidential nature under the following terms and conditions:

1. Compensation. In full consideration for the submission of such information and services, you will be paid an amount calculated at the rate of \$6000 per annum. Fayments will be made as directed by you in writing in a manner acceptable to the Government. Monies paid you by the Government under this paragraph constitute income for Federal tax purposes. You will be advised as to the method to be followed in reporting and paying such taxes. The method as well as the procedures used by this organization to implement its tax reporting responsibilities will be based primarily upon cover and security requirements. You herein authorize this organization to withhold taxes on said income if it determines such requirements so necessitate.

2. Travel and Gerational Expenses. You will be advanced or reimbursed funds incurred in connection with such operational travel as may be directed or authorized by the Government. This may include per diem in lieu of subsistence in the course of such travel and while on temporary duty away from your permanent post of assignment. In addition, you will be advanced or roimbursed funds for necessary operational expenses as specifically approved by the Government. Payment and accounting for all expenses incurred hereunder will be in substantial conformance with applicable Government regulations.

3. Repayment. It is recognized that your failure to account for or refund any monies advanced you bereunder shall entitle the Government to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.

4. Funding. E necessary to protect the security of this arrangement, monies due you hereunder may be funded in other than a direct manner. It is understood and agreed that any monies so funded constitute payment by the Government in satisfaction of its obligations under this agreement.

5. Execution of Documents. If, in the performance of services under this contract, you assume the custody of Government funds or take title of record to property of any nature whatsoever and wherever situate, which property has in fact been surchased with monies of the U. S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by the Government to evidence this relationship. 6. Atatus. You are not an employee of the United States Government under this agreement and are not entitled to any benefits normally incident to an employee status.

7. Instructions. Instructions received by you from the Government in briefing, training or otherwise are a part of this contract and are incorporated herein, provided that such instructions are not inconsistent with the terms hereof.

8. Unauthorized Commitments. No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

9. <u>Secrecy.</u> You will be required to keep forever secret this contract and all information which you may obtain by reason hereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the Espionage Laws, dated 25 June 1948, as amended, and other applicable laws and regulations.

10. Term. This contract is effective as of 19 May 1961, and shall continue thereafter for a period of two (2) years unless sooner terminated either:

(a) By thirty (30) days' actual notice by either party hereto, or

(b) Without prior notice by the Government, in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Subject to the availability of appropriations, this agreement may be extended upon notice from the Government. Termination of this agreement will not release you from the obligations of any accurity eath you may be required to take.

UNITED STATES GOVERNMENT

BY

Contracting Officer

ACCEPTED:

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Edward G. Tichborn

WITNESS:

APPROVED:
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MEMORANDUM FOR: Contract Payroll Division

SUBJECT : Edward G. TICHBORN (P)

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22 May 1961

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22 May 1961

MEMORANDUM FOR: Chief, Contract Personnel Division

SUBJECT

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14-00000

: New Contract for Edward G. TICHBORN (p) C-77119

Preparation of a new contract for Subject is requested, to be drawn up on the basis of the attached Contract Information Check List.

P. W. Herbert J. C. KING pr Chief

Western Hemisphere Division

CLASSIFIED MESSAGE ORIG ROUTING UNIT HALPO/B SECRET EXT - 3503 2 5 1667 DATE 6 22 May 61 23 0 MALICO CITY TO DIRECTOR FROM. SIS CEL WH 5 CONFI COUTINE CA 2, CA/PRG, CI/OA, OP 2, S/C 2 INFO . to HEAT INFO CITE DI 1. RCHARD O. TICHBORN IDEM A DEPARTED WASH 20 MAY FOR MELT WHERE HE WILL BE **A**8 2. TICHBORN HAS BEEN USED BY KUBARY AS POLITICAL ADVISOR ON ELECTION OPS. PRICE HEP ARTURE HAS DISCUSSED CONTRACT POSSIBILITIES WITH HIM AND AGREED PRAPARE CONTRACT MILCH WILL BE SENT MEXT MEAR FUTURE FOR SIGNATURE. 3. HOS ANTICIPATES USING TICHBORN AS PROVIDINO VARIORS FIELS STATICNS MITH WILL ALSO USE HIM TO DEVELOP ZHEAGER CANDIDATES VARIOUS COUNTRIES AND HAY APPOINT HIM FIELD REP FOR DIFHEARON. L. TICHNORN WILL HAVE HO OPS RESPONSIBILITIES MEAT UNLESS STATION SO DESIDES. HOMEVER HE WOULD NEQUTIE BOMS CONST AND ADMIN SUPPORT WHEN OVERT CHANNELS UNSUITABLE. 5. POUCHIND PROPOSED CONTRACT AND MORE INTAILS RE POSSIBLE USE IN MEAN FUTURE. REQUEST STATION OFFICER USING NAME MALL TICHBORN AT HOTEL NUNTELO, REFORMA CH 29 HAY TO ESTABLISH INITIAL CONTACT. ATTEMPTING HAVE CONTRACT HELL BI THAT TIME. and of message ĴΛ REPRODUCTION BY OTHER THAN THE ISSUING OFFICE IS PROHIBITED.

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 15 October 1959, as amended.

S-E-C-R-E-T

Effective 23 February 1961, the first sentence of paragraph one (1), '-entitled "Compensation," is suspended and in lieu thereof is substituted the following:

'In full consideration for your undertaking a task, the subject matter and scope of which have been made known to you, you will be paid a fee in the amount of $\frac{1}{2000}$. Payment of said fee will be made you upon the successful completion of the task, after which the suspended portion of paragraph one (1) shall once again assume full force and effect. "

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

You will please indicate your approval by signing in the space provided below.

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UNITED STATES GOVERNMENT

Contracting Officer

ACCEPTED:

Edward G. Tichborn

WITNESS:

APPROVED:

10Ha - eld & Marto CA / GAG : Syline Jeal CA, Co (pace Muihael ×494/

S-E-C-R-E-T

COLL

3 March 1961

MEMORANDUM FOR: Contract Personnel Division

SUBJECT:

Contract Amendment #2 for Edward G. TICHBORN (P)

1. Contract amendment #2 is requested for Edward G. TICHBORN using the same general format as used in the first amendment excepting that Subject will receive the entire fee upon completion of the task. It is requested that the amount of the fee be left blank. Your office will be notified as to the correct figure as soon as it is determined.

2. The amendment is to be effective as of 23 February 1961.

le sa Horace W. Davis

Chief Political Action Group

The figure \$1000 is per Bill Shichard & Marbi

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MEROBANDILA FOR THE RECORD

EUBJECT: Edward G. Fisbborn (P) - Hornia

1. On 1 February Edward 5. Fichborn advised as that in Lifting his bog out of a taxi on his return trip from Cube, he suddonly felt a yoin in the groin and was astrald that he had a bornia.

2. On the very to the streart he asked no if there would be any chouse of the foreresset picking up his medical expenses in the event that he schuelly had a bornin which required any substantial treatment. I told him at that the there that I did not know what the deventent's position would be, but that I would check into the matter and let his know.

3. On 2 February, I contacted by. Vernam furger, SIA/DDS, and explained the circumstunces to him. At that time, I also pointed out that as far as the provisions of his contract were concerned, it was stated that he was not an explored of the U. S. Government and while it did not make specific reference to moderal populate while he was working for us, it did not appealizedly produce such payments. He. there sphered that although the contract stated he was not an employee of the U. S. Copperant, in actual food hering the period he was doing our bidding, he way. I work on further to explain the hr. Turner that is all probability we will call as Ficherre to do future software the test will be use being pair, it was doubtful that this relationers that the western pairs to do future software the test will be use being pair, it was doubtful that this relations in the test that the work on an inthe regular law provides. It is a special what he would call the ful that this relations in the stated there were a number of ways that we call allowing his obtained there were a number of ways that we call allowing his official the test there were a number of ways that we call allowing his official the state there were a number of ways that we call allowing his official the test there were a number of ways that we call allowing his official the state is the second

7. I said the facto of a care - not the paper would probably be the basis for of employce thatas. If we wish à in this case a continued parforment - not

4. The conclusion reached brives as and hr. Turner was that I should point out to fichborn that we ware under no obligation to recompose his for his injury; however, that upon the completion of treatment if he would submit a claim, we abould be glad to review it sympathotically.

> 2 2022)

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5. I passed the gist of the above on to Michborn on 3 February.

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Hornes V. Davis Chief Folitical Action Division

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14-00000

Mr. Edward C. Tichouss

Dear Mr. Tichborn:

14-00000

Reference is made to an agreement by and between yourself and the United States Covernment, as represented by the Contracting Officer, effective 15 October 1939.

Effective 13 January 1969, the first sentence of paragraph one (1), entitled "Compensation," is suspended and in lisu thereof is substituted the following:

"In full consideration for the undertaking by you of a task, the subject matter and scope of which has or will be made known to you, you will be paid a fee of \$1300. It is understood and agreed that said fee is based upon the fact that the completion of the specified task can be achieved within a 21-day period. One-half of said fee may be advanced you as of the effective date of this amendment. Upon the successful completion of the task, you will be paid the remaining one-half, after which the suspended portion of paragraph one (1) shall once again assume full force and effect."

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

You will please indicate your approval by signing in the space provided below.

UNITED STATES COVERNMENT

BY____

Contracting Officor

ACCEPTED:

Edward C. Tichborn

WITHESS:

APPROVED:

laster!

8 January 1960

MEMORANDUM FOR: Contract Personnel Division ATTENTION: Mr. Miller

SUBJECT:

14-00000

Contract Amendment for Edward G. Tichborn (P)

Sector La

BUSUTI

To confirm your telephone conversation of this date with Barna Sprague, we wish to have the amendment for Subject's contract effective as of 13 January and to provide for basic compensation in the amount of \$1300. for a period of approximately 21 days. We wish, further, to pay Subject one-half of this fee upon the date the contract amendment becomes effective. Should Subject complete his assignment in less than 21 days, he is still to be entitled to a payment of \$1300. for his services.

. i la olin Horace W. Davis Acting Chief

Acting Chief Political Action Division

SECRET

Ar. Edward G. Lichborn

Dear Mr. Tichhorn:

14-0000

The United States Covernment, as represented by the Central intelligence Agency, hereby contracts with you as an independent contractor for the submission of certain internation and related services of a confidential nature under the following forms and conditions:

1. <u>Componsation</u>. In full consideration for the submission of such information and services you will be compensated, on a fee basis, at the rate of \$50.00 per day or any fraction thereof during which your services are utilised herounder, not to exceed \$265 per weak. Fayments will be inade as directed by you in writing in a manner acceptable to CIA. No takes will be withheld therefrom, but it will be your responsibility to report such income under existing is ederal income tax laws and regulations. An appropriate is or in 1999 will be furnished by the Contral Intelligence Agency in furtherance of the tax reporting requirement.

2. Travel and Operational Expondes. You will be advanced or reinbursed funds on an actual, reasonable and necessary expense basis for those expenses incurred by you in connection with such operational travel as may be directed or authorized by the Govern nent and while on temporary duty away from your permanent post of assignment. In addition, you will be advances or reisabursed funds for necessary operational expenses as specifically approved by CIA. Payment and accounting for all expenses incurred hereunder will be in substantial conformance with applicable Government regulations.

3. <u>Repayment</u>. It is recognized that your failure to account for or robund any nonice advanced you becounder shell entitle CIA to withhold the total a mount of such indebtedness or any portion thereof from any monies due you⁻¹ under the torms of this contract in such manner as it design appropriate.

4. Execution of Docu conts. 1., in the performance of services under this contract, you agains the custody of Covernment funds or take title of record to property of any nature whatsoever and wherever situate, which property has in fact been purchased with montes of the U. 5. Covernment, you hereby recognize and acknowledge the existence of a trasf relationship, either express or constructive, and you agree to execute whatever does nears may be required by the Covernment to evidence this relationship.

5. Status. You are not an e-poloyee of the United States Covarimonia under this agreement and are not entitled to any peneuts nor hally incident to an amployee status.

6. Secrecy. You will be required it bee, forever ascent this contract and all morination which you may obtain by reason hereof (unless released in writing by the Govern cent from such obligation), with tuit knowledge that violation of such secrecy may subject you to criminal prosecution and rithe transmission and the transmission of such secrecy may subject you to criminal prosecution and rithe transmission and the transmission of such secrecy may subject you to criminal prosecution and rithe transmission of such secrecy may subject you to criminal prosecution and rithe tables, dated 10 June 1948, as amonged, and other applicable laws sud regulations.

7. instructions. Instructions received by you from Cab in briefing, training or otherwise are a part of this contract and are incorporated herein, provided that such instructions are not inconsistent with the for he bereef.

8. Unfuthorized Commitments. No pr. misco or com nitments pertaining ito rights, privileges or benefits other than those expressly stipulated in writing in this sordsment or any a nendment therete shall be binding on the Covern nent.

9. Jorm. This contract is effective as of 15 October 1939, and shall continue thereafter for a period of two (2) years unless sooner terminated a there

(a) By thirty (30) days' actual notice by either party hereto, or

(b) Without prior notice by CIA, in the event of a breach of this contract by your violation of the security provisions hereof or by your otherwise rendering yourself unavailable for acceptable service.

Subject to the availability of appropriations, this agreement may be extended upon notice from CIA. Termination of this agreement will not refease you from the obligations of any security eath you may be required to take.

BY

CENTRAL INTELLIGENCE AGENCY

Quarial Contracting Citicor

ACCEPTED:

14-0000

Edward C. Lichburn',

WITNIS:

APPECVLD:

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