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17 September 1968

MEMORANDUM FOR: Chief, Contract Personnel Division

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

Attachments: 2

cc: Mr. George Powell w/o att's

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

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

Effective 15 August 1968 you are authorized a one-time lump sum taxable payment in the amount of \$3, 311.

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.

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SECRLL

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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 Agent

- 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.

Attached is signed Notice of Termination in duplicate.

APPROYED:

Chief, DO Support Group

Attachment: Officer as stated

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 serminated 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 said contract which reads as fellows:

"9. Secrecy. You will be required to keep forever secret this contract and all information which you may obtain by reason hereof funless 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 esplonage 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.

U. S. COVERNMENT

BY /e/ Dow H. Luetscher Special Contracting Officer

24 November 1967

24 Mov. 67 D & X/MD

16 November 1967

MEMORANDUM FOR: Contract Personnel Division

SUBJECT

Edward G. TICENES (P)

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

Virginia C. Lynch.
Chief, J. Fervonnel & Training

APPROVED:

united states deverment Memorandum

TO : OF/C&TD/CAAS

14-00000

DAIF: July 5, 1967

VIA : Contract Personnel Division

FROM : WH/Contracts

suspect: Edward G. TICHBORH, Reassignment

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 further information.

WM. S. Renehan

cc: C/WH/BAR C/DO/Pers

AFPROVED:

/8/ Dow H. Luetscher
Special Contracting Officer

SECRET

		DATE: 7 Stander 2 16.	
		CTC No.	
MEMORANDUM FOR:	Director of Finance		
ATTENTION:	Chief, Compensation a	nd Tax Division	
VIA:	Chief, Contract Perso		
BUBJECT:		Complete Michigan (b)	
gross, taxable A Tax Committee as instruction	gency entitlements bas indicated below. An is will be forward	•	
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C/CFD:

Attached is a draft of an amendment on TICHBOIN. Hote memo of request asks for an increase in basic fee from \$12,000 to \$17,000k based on TICHBOPN's "overall performance and full time services". Said

Additional memoranda in file reflect the following:

- (1) 19 May 1961 contract (still in effect) provided a basic fee of \$8000 with no mention of amount of time subject worked to earn such.
- (2) Wi memo of 18 June 63 asked a pay increase from \$5000 to \$5000 based upon, "manner of TICHECEN'S performance and the increase amt. of time which he devotes to Agency requirements".
- (3) all dispatch of 9 Nov 64 said that, "Higs agrees that present expiring contract called for about 2/3rds subject's time---TICHROMM 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 TICHBORN's service on substantially a full time basis".
- (5) As cited above, current WH memo of 7 Oct 66 asks for an increase of \$34 from \$12,000 to \$17,000 based on subject's "overall performance and full time services".

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

Paul

Paul- ok to prepare-Divill hall Musching resignet of supplementing > Note- Per C/CPD WH (Cambon) will submit a new numo to justify the current request.

CEUDEL

Mr. Edward G. Tichborn

Dear Mr. Tichborn:

Reference is made to your contract with the United States Covernment, 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) Doleting 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:
- "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.

•	United States Government
	BY Contracting Officer
ACCEPTED:	
Edward G. Tichbern	

WITNESS:

APPROVED:

Pullion 20 001.64

Sidiz



SECRET

31 October 1966

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM

: WH/Pers/Contracts

SUBJECT

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

MEMORANDUM FOR: Chief, Contract Personnel Division

Edward G. TICHBORN, Contract Amendment

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

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 determine whether it is necessary to modify the amendment relating to Social Security and Income Taxes as deductions will be handled by the
- Extend contract through 30 September 1967. f. Provide for TICHBORN's acceptance and signature on the amendment.
- The increase in basic compensation is based on -TICHBORN's overall performance and full time services.

William V. Broe Chief

Western Hemisphere Division

Contract Bervice - Edward G. T	ichbonn (P)
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Mr. Edward O. Tichborn

full force and effect.

Reference is made to your current contract with the United States Government, as represented by the Contracting Officer. , said contract Effective 27 May 1966 is amended by deleting all reference to income taxes therefrom, and by adding thereto the following paragraph: . 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 certain determinations and establish procedures (including tax withholdings) which will result in the full satisfaction of your Yederal income and Social Security tax obligations. It is specifically understood and agreed that such determinations and procedures. whather agal 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

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UNITED STATES GOVERNMENT

By Contracting Officer

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Group 1 - Excluded from automatic downgrading and declassification

•	,	DATE:	4.000.5	
•		CTC No.	3.34	
MEMORANDUM FOR	: Director of Finance .			
ATTENTION:	Chief, Compensation and	Tax Division	ž	
VIA:	Chief, Contract Personne			
SÚBJECT:	Tax Assessment for	alvera O. "ICi	IDMN	
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(When Filled in)

FROM	1	Contract Personnel Division
SUBJECT	:	Contract Extension for
	•	Edward G. TICHBORN
1. Effective	19 November	1965 , the contract fas amendeds
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DHK/BK/21 April 166

Reg in DARRIOTIS Files E.C.R E.T.
(When Filed in)

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Mr. — State Co. Parkers
Dear Mr.
Reference is made to your current contract with the United States Government, as represented by the Contracting Officer.
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 reducing 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 nanner 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 imployee-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 redits from overt sources you will so notify this organization and an djustment will be made or
All other terms and conditions of said contract remain in full force ad effect.
united states government.
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Contracting Officer

Group 1 - Excluded from automatic downgrading and declassification.

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

Effective 1 December 1984 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 GOVERNMENT

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		Contracting Officer

RHI MOUNT

24 November 1964

MEMORANDUM FOR: Chief. Contract Personnel Division

SUBJECT

Edward G. TICHBORN, Contract Amendment

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

Effective 15 November 1964 a one-time 8. 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 30,000 to \$12,000 per annum effective 1 December 1964.

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 evailable and using TICHEOR ('s services on substantially a full time basis. TICHEOR has agreed to fulfill the assignments including TDY assignments , in other countries from time to time. In view of the level of the work involved and of TICHBORA's demonstrated ability, the basic recommendations are considered fully warranted.

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REF: IMMA 24353

- 1. EDWARD G. TICHBORN DISCUSSED TERMS HIS KUBARK CONTRACT DURING VISIT HOS EARLY NOVEMBER. HOS AGREES PRESENT 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 REWXTARKT CONTRACT PROVIDE RAISE FROM \$9000 TO \$13000 PLUS \$3000 QUARTERS PER ANNUM. ALSO LUMP SUM PAYMENT 1500 DULLARS 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 WONTICE ASSIGNMENTS OTHER DIVISION AREAS. OBVIOUSLY THIS PROPOSED BAISE WITH WHICH SUBJECT WOULD BE MOST HAPPY SINCE STILL IMPOSES NO RESTRICTIONS ON HIS SCHIETIME OUTSIDE LEGAL WORK, WILL BE WITH UNDERSTANDING HE CONTINUE DEVOTE NEAR FULL-TIME MANAGEMENT AND HANDLING ORMINE AND QRMANTLE PLUS OF HADD.

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MEMORANDU	A FOR:	Chief, Finance	Division			
FROM	:	Contract Perso	nnel Division			
SUBJECT	:	Contract Extension for				
-		Francis G. 71	CHBONN			
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amended) for th	a subject	t individual, effec	tive 19 May 1961			
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2. All	other to	ems and condition	ns of the contract (as			
amendod) remai	a in fuĺl	force and effect.				
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Group I - Excluded from automatic downgrading and declassification.

13 May 1964

MEMORANDUM FOR: Contract Personnel Division

SUBJECT : Edward G. TICHEORN

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

2501.17 of 4221.72 of

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:

"11. Health Insurance. You are herein authorized to apply for enrollment 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 hear 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

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Contracting	Officer	

OHL-Dd 4 Octos WH Nio-

This amend based on Grad matificialion. from Discussion Branch Clerk application. You include was approved by Board.

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 smended.

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 amended by the deletion in its entirety of paragraph one (1) entitled "Compensation" and by substituting in lieu thereof the following:

- "I. 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 amendment 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 tex reporting responsibilities will be based primarily upon cover and security requirements. You have an authorize this organization to withheld taxes on add 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

By Contracting Officer

allmi 7 duly 62 m.H.

19 June 1962

ADDRANDAN NOR: Slief, Contract remoderal Division

14-00000

Démoird C. MICHBORN (p), Amendment of Contract

1. It is rejugated that the contract, as arended for Edward G. TICLEOMA, Contract agent, be further amended effective 1 June 1962 at Follows:

a. Increase basic companiation from 12,000 to \$9,000 per limin.

, b. Provide additional compensation for constant procurement of the rube of \$2,000 per animal for sail and dependents.

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

d. 711 offer providence of the contract remain in effect.

- 2. The first of the companion to recommended by the started dity that for the distribution of the formula of the contract of the conformal of to agency regains onti-
- 2. The TH Divi lum damage with the statice recommend a tion. If This is not become un increasingly relative to the section covert or set.

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1. STATION AGREES HOS EVALUATION TICHBORN AND CONCURS SALARY INCREASE AND HOUSING ALLOWANCE AMENDMENT. ALSO AGREE INSURANCE RIGHTS SHOULD BE INCLUDED CONTRACT.

2. BELIEVE RAISE SHOULD BE \$1,000 PER ANNUM WITH HOUSING AT \$3,000, WHICH TOTAL MEETS TICHBORN'S OWN REQUEST. THESE FIGURES PROPOSED TO TICHBORN (WITHOUT COMMITMENT) 21 MAY AND ACCEPTABLE TO HIM.

SECRET

1 n . . .

SECTE 1

GROUP 1
EXCLUDED FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION.

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.

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 hereunder will be in substantial conformance with applicable Government regulations."

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

UNITED STATES GOVERNMENT

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	Contracting	Officer

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20 March 1963

MEMORANDUM FOR: Chief, Contract Personnel Division

SUBJECT:

Edward G. TICHEORN (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:
 - 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 segument 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 hereunder 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.

M. B. BROOKS

Note: Per WH/B&F no travel and operational expense accountings have chief, WH Support 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.

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13 July 1961

MEMORANDUM POR: Chief, Finance Division Attention: Contract Agent Section

VIA

Contral Cover Division Attention: Mr. Millen

SUBJECT:

Edward G. TICHEURE (p): Mothod of Payment

1. It is requested that Finance Division pay Contra et Agent Edward G. TICHEORE (p) through Central Cover Division's TICHEORN's new contract became effective 19 May 1961.

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

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

> J. C. King Chiof Mostorn Mandathere Division

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EMPLOYEE'S WITHHOLDING EXEMPTI	ON CERTIFICATE AND QUESTIONNAIRE			
TICHECHN, Edward C.	-			
	: EXEMPTIONS			
	CTIONS			
I. NUMBER OF ENDETHINS Do not claim more than the correct number of exemptions. However, if you expect to owe more income tax for the year than will be withheld if you claim every exemption to which you are entitled, you may increase the withholding by claiming a smaller number of exemptions. 2. CHANES IN EXPATIONS You may file a new certificate at any time at the number of your exemptions increase the number of your exemptions. You must file a new certificate within 10 days if the number of exemptions previously claimed by you lexurance for any of the following reasons: (a) Your wife (or husband) for whom you have been claiming exemption is divorced or legally separated, or claims her (or his) own exemption on a separate exertificate. (b) The support of a dependent for whom you claimed exemption is taken over by someone clse, so that you no longer expect to furnish more than half the support for the year. (c) You find that a dependent for whom you claimed exemption will receive \$600 or more of income of his own during the year (except your child who is a student or who is under 10 years of age). OTHER DECREASES in exemption, such as the death of a wife or a dependent, do not affect your withholding muttl the next year, but require the fitting of a new certificate by December 1 of the year in which they occur. For further information about changes in exemption status resulting from marriage, divorce, legal separa- 1. If SINGLE, and you claim an exemption, we certificate. (a) If you claim hoth of these exemptions, (c) If you claim hoth of these exemptions for age and blindness (applicable to dependents): (a) If you or your wife will be 65 year year, and you claim this exemption, we 65 or older, and you claim both of the 65 or older, and you claim both of the	tion, birth, death, new dependents, multiple-support agreements, old age, blindness, etc., consult your local District Director of Internal Revenue of your employer. 3. DEPENDENTS.:-To qualify as your dependent (line 4 below), a person (a) must receive more than one-half of his or her support from you for the year, and (b) must have less than 1800 gross intome during the year (except your child who is a student or who is under 19 years of age), and (c) must not be claimed as an exemption by such person's humband or wife, and (d) must be a citizen or resident of the United States or a resident of Canada, Mexico, the Republic of Fanama or the Canal Zone, and (e) must (1) have your home as his principal residence and be a member of your household for the entire year, or (2) be related to you as follows: Your son or daughter (including legally adopted children), grandchild, stepson, stepdaughter, son-in-law, or daughter-in-law; Your father, mother, grandparent, stepfather, atopmother, father-in-law, or mother-in-law; Your brother, sister, stephrother, stepsister, half brother, half sister, brother-in-law, or sister-in-law; Your uncle, aunt, nephew, or niece (but only if related by blood). 4. FENALTIESPenalties are imposed for willfully supplying false information or willful failure to supply information which would reduce the withholding examption. ite the figure "1" d and wife if not claimed on another write the figure "1"; if both will be see exemptions, write the figure "2", wou claim both of these exemptions, dependents, write the number of such a dependent unless you are qualified. 3. dependents, write the number of such a dependent unless you are qualified.			
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to sources of income shown hereon is corr	966.			
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HTS-1921, 6 June 1961

- 1. Returned berewith is one copy of Fdward C. TI IBORN's contract.
- 2. Regarding paragraph 1 of the contract, FICHBORN states that he has already arranged with Headquarters to mail his solary check from a foundation in Fhiladelphia to his bank.
- 3. TICHECAN further states that under his previous contract he did not file a covert tax return and taxes were not withheld. According to TICHBORH he was told in Headquarters that NUBARK would depend on him to report his NUBARK income as coming from and it would be incorporated in his evert return. TICHBORN does not wish to give a copy of his evert return to KU BARK.

Willard C. Cartie

Attachment: TICHOCKN Contract (1 copy), h/s

5 July 1961

Metrikutica:

] - Nos, w/att 2 - Files

روهانه و ه دراعه *Cess 10.57 **53** To James SFCRFT

Mr. Edward O. Tichborn

Dear Mr. Tichborn:

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

- l. Compensation. In full consideration for the submission of such information and services, you will be paid an amount calculated at the rate of \$8000 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 authorise this organization to withhold taxes on said income if it determines such requirements so necessitate.
- 2. Travel and Operational 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 reimbursed 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 recognised that your failure to account for or refundany monies advanced you hereunder chall 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. It recessary 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. Status. 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 Covernment.
- 9. Secrecy. 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 relicase you from the obligations of any accurity eath you may be required to take.

UNITED STATES GOVERNMENT

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14-00000

22 May 1961

MEMORANDUM FOR: Contract Payroll Division

SUBJECT:

14-00000

Edward G. TICHBORN (P)

1. Please cancel Edward G. TICHBORN's present contract effective as of the May 1961.

COB / Y

2. A new contract for Subject will be requested by the WH Division in the immediate future.

Thomas F. McCoy Acting Chief Political Action Group Covert Action Staff

22 May 1961

MEMORANDUM FOR: Chief, Contract Personnel Division

SUPJECT : 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.

J. C. KING for Chief

Western Hemisphere Division

Section

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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.

Effective 23 February 1961, the first sentence of paragraph one (1), 'e 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}\cdot \text{0.00}\cdot\$. Payment of said fee will be made you upon the successful completion of the task, after which the suspended portion of paragraph one (i) 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.

UNITED STATES GOVERNMENT

•	DY
ACCEPTED:	Contracting Officer
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WITNESS: APPROVED:

Edward G. Tichborn

CA COCC Thickael ×494/

Tone

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.

Horace W. Davis

Chief

Political Action Group

The figure \$1000 is per Bill Thickard & Mar 61

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Mal

R Clatan H Hornbegr JAR Rogan

9 February 1960

MEMORANDICA FOR THE RECORD

CODJECT: Edward G. Tichborn (P) - Hornia

- 1. On 1 February Edward 6. Tichborn advised me that in lifting his bag out of a taxi on his return trip from Cube, he suddenly felt a pain in the grois and was advald that he had a barnia.
- 2. On the vey to the stypert he saked no if there would be any chance of the foresteest picking up his medical expenses in the event that he schooly had a bernia which required any substantial treatment. I told him at that the that I did not know that the deverment's position would be, but that I would check into the matter and let him know.
- 3. On 2 Vebrusty, I contacted hir. Verner hurson, SIA/DDS, and explained the circumstances to him. At that time, I also pointed out that as far as the provisions of his contact were concerned, it was stated that he was not an explored of the U.S. Covernment and while it ald not make specific reference to motival payments while he was verified for us, it all not appositionly produce such payments. Hr. Thanks spiced that although the contact states he was not an employed of the U.S. Copyretate, in actual such during the period he was doing our bidding he was. I went on further to employ to do Internet black in all productify we will eath an Ficulture to do Interne particles for us and that while he was being paid, it was doubtful that this relief replay has precised. It is square stated that he would cake in this regular has precised. It. Direct stated that there were a number of copy that we could allowing his ultuation should it because

Minumbertuling. I said the facts of a care - not the words in a paper would probably be the bain for determination of employee thatas. If we wish to pay in this care a contained payment - not necessarily related to medical phobbers - would probably to but to.

4. The conclusion reschel brives as and Mr. There was that I should point out to Tichborn that we were under no obligation to recorponee him for his injury; however, that upon the completion of treatment if he would submit a claim, we should be glad to review it sympathetically.

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

Horace W. Davis Chief Political Astion Division

MVD: b,il Distribution:

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Mr. Edward C. Tichboad

Doar Mr. Tichborn:

14-00000

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

Effective 13 January 1960, the first sentence of paragraph one (1), entitled "Compensation," is suspended and in lieu 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 Officer
ACCEPTED:	
Edward C. Tichborn	
WITKESS:	
\PPPGVED:	

MAGICAN-12 Jan 80 DOTAN Splactual

to Have Manis (201)

8 January 1960

MEMORANDUM FOR: Contract Personnel Division

ATTENTION:

Mr. Miller

SUBJECT:

Contract Amendment for Edward G. Tichborn (P)

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.

Horace W. Davis
Acting Chief
Political Action Division

ar. Edward C. lichborn

Dear Mr. Tichhorn:

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 terms and conditions:

- 1. Compensation. 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 utilized herounder, not to exceed \$265 per week. Payments will be made as directed by you in writing in a manner acceptable to CIA. No taxes will be withheld therefrom, but it will be your responsibility to report such income under existing rederal income tax laws and regulations. An appropriate Form 1999 will be furnished by the Central Intelligence Agency in furtherance of the tax reporting requirement.
- 2. Travel and Operational Expenses. 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 Government and while on temporary duty away from your permanent post of assignment. In addition, you will be advanced or reinbursed 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. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder shall entitle CIA to withhote the total a mount 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. Execution of Documents. It, in the performance of services under this contract, you agains the cautody of Coverament funds or take title of record to properly of any nature whatsoever and wherever situate, which properly has in fact been purchased with mentes of the U. o. Coverancent, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever does neate may be required by the Coverancent to evidence this relationship.
- 5. Status. You are not an employee of the United States Covernment under this agreement and are not entitled to any penouts nor halfy incident to an employee status.
- 6. Secrecy. You will be required to bee, forever acres this contract and all information which you may obtain by reason hereof fundess released in writing by the Covern Lent from such obligation), with tuti knowledge that violation of such secrecy may subject you to oriminal prosecution under the tapposage Laws, dated 20 June 1948, as amonuou, and other applicable laws sail regulations.

ica falm # 3.00

- 7. Instructions. Instructions received by you from Can in briefing, training or otherwise are a just of this contract and are incorporated herein, provided that such instructions are not inconsistent with the for no hereof.
- 8. Unduthorized Commitments. No pr. misco or commitments pertaining to rights, privileges or banelits other than those expressly stipulated in writing in this agreement or any a nendment thereto shall be binding on the Covernment.
- 9. Term. This contract is effective as of 15 October 1939, and shall continue thereafter for a period of two (2) years unless sooner terminated a.ther:
 - (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 release you from the obligations of any security eath you may be required to take.

		CEN	NTRAL INTELLIGENCE AGENCY
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Charles J. Erenels