Mr. Kenneth W. Desnew

Dear Mr. Desnew:

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

- 1. Compensation. In full consideration for the purchase of such information and services, you will be compensated at the rate of \$600 per month. Payments will be made as directed by you in writing in a manner acceptable to the Government. While it is recognized that you are an independent contractor, the Government at your request and in view of security considerations involved agrees to withhold Federal income taxes from monies due you under this agreement in an amount equivalent to the United States income tax withholding schedule based upon your taxable income hereunder and the present exemption(s). You acknowledge that this is an accommodation on the part of the Government and does not relieve you from fulfilling your obligations under existing Federal income tax laws and regulations. You will be instructed as to the method to be followed in making timely filing of returns, estimates and payments in order to preserve security.
- 2. Travel. You will be advanced or reimbursed funds for necessary expenses incurred in connection with such operational travel as may be directed or authorized by the Government. This will include per diem in lieu of subsistence while in the course of such travel. While on temporary duty away from your permanent post of assignment, this will include funds for rental of temporary quarters at the Government's direction as well as four-fifths of the maximum applicable per diem rate. Payment and accounting for such expenses will be in conformance with applicable Government regulations.
- 3. Operational Expenses. You will be advanced or reimbursed funds for necessary operational expenses including, but not limited to, entertainment and the purchase of information, as specifically approved by the Government. Such funds will be subject to accounting in compliance with Government regulations.
- 4. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder 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.
- 5. Hospitalization Premiums. It is understood that you presently are a participant in a group hospitalization plan and that your overt employer pays the premiums incident thereto. As such premiums paid on your behalf will cease while you are performing under this contract, the Government will advance or reimburse you funds for the payment of such hospitalization premiums.

DECLASSIFIED AND RELEASED BY CENTRAL INTELLIGENCE AGENCY SOURCES METHODS EXEMPTION 3828 VAZIWAR CRIMES DISCLOSURE ACT DATE 2007

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- 6. 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 purchased 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.
- 7. 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.
- 8. 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.
- 9. <u>Instructions</u>. 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.
- 10. 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.
- 11. Term. This contract is effective as of 23 September 1957, and shall continue thereafter for a period of three months 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 security outh you may be required to take.

WITNESS:

ARPROVED:

Contracting Of Cer

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Mr. Kenneth W. Desnew

Dear Mr. Desnew:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 23 September 1957.

Effective 23 September 1957, said contract is amended by adding after paragraph eleven (11) entitled "Term" the following paragraph:

"12. Term Insurance. By virtue of the nature of your mission hereunder, the Government will advance or reimburse you the premium on a \$10,000 term insurance policy, said policy covering a period not in excess of 120 days. It is specifically understood and agreed that the type of said policy, its approximate cost (less than \$75.00), and the conditions of its procurement have been fully discussed with you. As this amount represents additional income to you, Federal income taxes thereon will be handled as set forth in paragraph one (1) above."

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

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	Contracting Officer	Ċ

ACCEPTED:

Memelt W. Pernece

Kenneth W. Desnew

WITNESS: []

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MEMORANDUM FOR: Chief, Finance Division

FROM:	Contract Personnel Division
SUBJECT:	Centract Extension for Kenneth W. DESNEW
1.	Effective 23 December 1957, the contract (as amended) for
the subj	ect individual, effective 23 September 1957, is extended for
a perio	d of ninety (90) days
	All other terms and conditions of the contract (as amended) n full force and effect.
	UNITED STATES OF AMERICA
	BY / Contracting Officer
APPROVET	
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MEMORANDUM FOR: CONTRACT PERSONNEL DIVISION, OFFICE OF

PERSONNEL STAFF

THROUGH

SUBJECT

: Contract Renewal - Kenneth W. DESNEW

1. It is requested that Kenneth W. DESNEW's contract be renewed for a period of ninety (90) days, commencing 23 December 1957. The terms of this contract are to remain the same.

I is the case officer on extension

Division Near East and Africa

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SECRET

- this contract I, Kenneth W. Desnew, hereinafter known as the Unified to hereby contract with the United States Government, hereinafter known as the Thill CR, to undertake over a period of approximately six months from the effective date of this instrument such full-time training as may be directed by the Thill CR. It is understood and agreed that payments received hereunder includes partial and substantial consideration for future services by the Thill in executing specific assignments directed at the Union of Soviet Socialistic Republics and/or its Satellites during a period of reinforced alert or national emergency. It is further understood that said specific assignments will be perfected outside the continental limits of the United States in a manner designated by the TRAINOR and that the full consideration for undertaking such assignments shall be an amount which is autually agreeable to both parties, taking into consideration factors such as, but not necessarily limited to, the amount paid hereunder, the family situation and the earning power of the Whallies at the time he is directed to undertake such assignments and the type of assignment.
- b. FUNTHER, I, Kenneth W. Desnew , as the CLARIET, do further enter into this contract without reservations either implied or stated.
- 2. For said services, the WALMOR hereby agrees to pay to the TRANSLES:

I. CONDIDERATION

- a. Basic compensation in an amount calculated at the rate of $\frac{1}{2}$ 600.00 per month.
- b. Is directed by the Themloh either transportation costs of one (1) trip by first-class common carrier or v.ld per mile for the use of Themlots personal automobile from his place of residence to Fort Meade, Maryland
- c. As directed by the TRANCE.
- d. Upon the successful completion of the TRIMETS services under this contract, if world conditions do not necessitate his immediate utilization as noted in paragraph one (1) above, as directed by the TRATION either the cost of transportation by first-class common carrier or w.ld per mile for use of TRATION personal automobile to his place of residence or as approved by the TRATION to such other place in the continental United States as the TRATION may request.
- e. FURTHER, while in the performance of duty under this contract the TRAILES will be entitled to death and disability benefits equal to those afforded dovernment employees under the Federal Employees' Compensation act, as amended. It is understood and agreed that claims by the TRAILEM, his heirs or legal representatives under this paragraph will be processed by the TRAILEM in accordance with its procedures and in such manner as not to impair security. Under the terms of the Federal Employees' Compensation act, as amended, claims are not recognized if the injury, disability or death is a result of the TRAILEM'S gross negligence, willful misconduct or intemperate act.
- f. FURTUER, if upon post-training resettlement, difficulty is incurred by the "FAINTL in resuming his gainful occupation, or in the event his employment has been terminated for absenting himself from his occupation, without the approval of his employer, an attempt will be made, by the TRAINTON on behalf of the TRAINTE, to intercede between the former employer and the TRAINTEL. If said intercession does not prove

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successful, the TRAINOR does not assume the responsibility for placing the TRAINEE in suitable employment; however, the TRAINOR will make every effort to assist the TRAINEE in locating a gainful occupation.

II. DEPENDENTS

The TRAINEE acknowledges that:

a. The transportation of dependents or household effects for the purpose of establishing a permanent residence near the training site is not authorized.

b. The TRAINOH is not obligated to arrange for or make available to the TRAINEE any living quarters for his dependents.

III. INSTRUCTIONS

Instructions received by the TRAINEE from the TRAINOR 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. The instructions received by the TRAINEE shall include, but are not limited to, the method and manner to be followed in satisfying Federal income tax and Social Security obligations of both the TRAINEE and TRAINOR arising out of this agreement.

IV. SECRECY

The TRAINEE will be required to keep forever secret this contract and all information which he may obtain by reason hereof (unless released in writing from such obligation by the undersigned Contracting Officer), with full knowledge that violation of such secrecy may subject him to criminal prosecution under the Espionage Laws, dated 25 June 1948, as amended, and other applicable laws and regulations.

V. TERM

This contract is effective as of 18 February 1957, and shall continue thereafter for a period of six (6) months. The TRAINEE agrees that the TRAINOR may sooner terminate this agreement without further obligation by paying to the TRAINEE a lump sum payment equivalent to two (2) months salary plus transportation costs as directed by the TRAINOR either of one (1) trip by first-class common carrier to his place of residence or \$.10 per mile for the use of TRAINEE's personal automobile to his place of residence or as approved by the TRAINOR to such other place in the continental United States as the TRAINEE may request. The TRAINOR may sooner terminate this agreement without notice and without further obligation hereunder if the TRAINEE violates the security provisions hereof or otherwise renders himself unavailable for acceptable service. Subject to the availability of funds, this contract may be renewed for like or longer periods upon notice from the TRAINOR accepted by the TRAINEE. Termination of this agreement does not release the TRAINEE from the obligation of any security oath he may be required to take.

UNITED STATES OF AMED

Contracting Officer

ACCEPTED:

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DESNEW, Kenneth W. Medical ok rec'd lu Mar 56 (under alias of BALLACH, George A.) → x=3808. C C.O.E Check list rec'd 28 Feb 57; k picked up by co 28 Feb 57; ret for SCO signt 12 Mar 57: to FD / Cipros Oral medical OK rec'd per Sandy 28 Mar 57 K and memo re Federal income and Soc Sec decutions by CIA fwd to FD / Cupr 5 7 Check Lists he over 1 Oct 57 Req for ext thru 23 Aug 57 rec'd 4 Oct 57; request approved as extension thru 23 August 1957 at which time subject is terminated with SR Division; copy of memo in subj file; memo fwd FD 9 Och Co Contract vwd FI 11 Oct 57; this should have gone to PP, F I to fwd to PP as of 15 Oct 57 Oral reg for amend rec'd 24 Oct 57, oral concurrence of PP Staff, ib., C obtained 24 Oct 57, amend picked up by Dayton 24 Oct 57 Contract & amend retifor SCO signt 25 October 57 without written approval of [J. both k & amend signed by DHL & fwd FD via PP sm dt. Req for 90 da ext rec'd 9 Jan 58; signed ext fwd PP 13 Jan 58; ret & fwd FD 16 Jan 58; cc's to NEA sm dt.

Wif. Kenneth W. Desnew

Reference is made to an agreement by and between yourself and the United States Government, as represented by the Contracting Officer, effective 24 August 1957.

Effective 24 August 1959, said contract is amended by deleting the first full sentence of paragraph one (1.) and substituting in lieu thereof the following:

"In full consideration for the payments to be made under this agreement, effective 24 August 1957, I, Kenneth W. Desnew do hereby agree to undertake, for an indafinite period, the following cooperative action as directed by the United States Govern ment,"

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

UNITED STATES GOVERNMENT

BY Confracting Offices

APPROVED:

/2/ 3 20.02 20.0

dr. Kenneth W. Duanaw

Dear Mr. Desmaw:

- i. In full consideration for the payments to be the taken der this agree conf. effective I July 1958. A Menneth W. Mesnew, to has by Diffee by undersale over a period of two years the following cooperative action as directed by the United States Covernment.
 - Maintain the proficiency of my previous costalag by this unit as
 - b. maintain correspondence mail, thomas or less praphic with only designated individuals.
 - c. Turnish any pertinent information vertacking charges in any personal status which would effect my relations with the United States Covernment.
 - d. Maintain strict daily security conscionsmess.

For each cooperative action it is understood that I small be religious sed quarterly at the rate of 950.00 from which neither I oberel income nor Social Security Taxes will be deducted. I understand, however, that it will be my responsibility to report such income under existing a ederat income and Social Security Tax laws and regulations.

- 2. When recalled for Advanced Training, i will receive compensation at the rate of \$300.00 for any two week period. In addition, (ransportation between my recorded residence and the training site via first class common carrier will be paid by the United States Government. Coarterly payments set forth above will run concurrently with the two week training pay. General Income and Social Security Taxes will be deducted irom the two week salary
- 3. Termination of this agreement may be advected upon 30 days notical notice by either party hereto.

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MEMORANDUM FOR: Contract Personnel Division

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: FI/OPS/Projects Branch

ATTENTION

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SUBJECT

: Contract - Kenneth W. Desnew

1. Request new two year contract effective 1 July 1958 for the subject, a former AEREADY trainee. His original employee type contract was terminated 23 August 1957 at the conclusion of AEREADY Class I.

- 2. Originally, it was not intended that he be put under the Reserve type contract because of a presumed contractual agreement with another component for a period of two years. (PP-Workell However, since such an agreement has not been drawn up, it is our request that he be incorporated into the existing program.
- 3. It is requested that this new, agent-type contract include payments of \$50.00 per quarter in return for his continued cooperation in training and security practices. In addition, round trip fravel from and to residence and pay for annual two week Refresher Course at the rate of \$300.00 for such two week period.

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NEA-7 - 58 - 327

20 February 1958

MEMORANDUM FOR: CONTRACT PERSONNEL DIVISION

SUBJECT : Termination, Desnew

This is to request that our current contract with Kenneth W. Desnew be terminated as of 15 January 1958. This contract was effective 23 September 1957 to December 1957, and was subsequently renewed for such additional period as might be necessary up to 90 days. Termination as of 15 January 1958 has been mutually agreed upon between Desnew and his case officer. For any information required regarding this contract, call NEA/7/J, L J, x3203.

Chief
Division of Near East
and Africa

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MEMORANDUM FOR:	Chief, Finance Division
FROM:	Centract Fersonnel Division
SUBJECT:	Contract Extension for Keanath W. DESMEW
l. Effect	ive 23 December 1937 , the contract (as amended) for
the subject ind	ividual, effective 23 September 1957 , is extended for
a period of min	ety (90) days
2. All ot	her terms and conditions of the contract (as amended)
remain in full	force and effect.
	UNITED STATES OF AMERICA
•	BY Contracting Officer
APPROVED:	
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MEMORANDUM FOR: The Record

SUBJECT:

Kenneth W. Desnew

- 1. The intent of this memorandum is to set forth the conditions surrounding the amendment of subject's contract by the addition of paragraph 12 entitled "Term Insurance".
- 2. After several discussions with the case officer, \square PP Staff; and LWA, Chief, CPD; paragraph 12 of subject's contract was written. Subject at the last minute would not sign his contract without some assurance that his family would be taken care of if he were killed while under contract for CIA. Per the case officer time did not permit a medical examination for subject in order that a \$10,000 D & D could be written nor so that insurance through BCD could be subscribed to. It was decided, therefore, that subject while at the airport, i.e., his port of embarkation - probably Idlewild, N.Y., would purchase a term life insurance policy of \$10,000 for a term of 120 days and we would pay the premium thereon. Although [] did not know of this type of an arrangement, the case officer checked both with the man himself and a staff employee who had procured this type of insurance not long ago. The staff employee said he got a \$25,000 term insurance policy for a period of 60 days with a premium payment of \$37.50. This policy covered normal term insurance risks and as usual precluded death by suicide or an instrumentality of war. It even contained a provision for payments in case of loss of arms, legs, etc. No physical was necessary.
- 3. As none of the people interested in this situation knew how much it would cost for a \$10,000 policy, I worded the clause in a rather general manner, indicating to the case officer that this was the program for which we were paying the premium no other, and that it was up to him, the case officer, to fully discuss with subject what type, kind and amount of

SEGMET

insurance he could procure at our expense. This memo for the record sets forth my understanding of the reasons behind the writing of paragraph 12 of subject's contract with the United States Government effective 23 September 1957.

4. I was informed by 5 25 October 1957 that subject had signed the amendment as written.

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Mr. Kenneth W. Deanew

Dear Mr. Desnew:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, offective 23 September 1957.

Effective 23 September 1957, said contract is amended by adding after paragraph eleven (11) entitled "Term" the following paragraph:

"12. Term Insurance. By virtue of the nature of your mission hereunder, the Government will advance or reimburse you the premium on a \$10,000 term insurance policy, said policy covering a period not in excess of 120 days. It is specifically understood and agreed that the type of said policy, its approximate cost (less than \$75.00), and the conditions of its procurement have been fully discussed with you. As this amount represents additional income to you, Federal income takes thereon will be handled as set forth in paragraph one (i) above."

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

Contracting Officer

ACCEPTED:	
Kenneth W. Desnew	
WITNESS;	***********
SPPROVED:	
ethinkiller - syrigetralmeir rahassagaa - rahas, ruga - rusalesiasan siguraa - rahas, saya - sayanaka - sayana	
DHA/fa - 24 Oct 57	
C.A.	
NEA IPP/Wakeful	

- 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 purchased 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.
- 7. 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.
- 8. 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 Espionage Laws, dated 25 June 1948, as amended, and other applicable laws and regulations.
- 9. 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.
- 10. 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.
- Term. This contract is effective as of 23 September 1957, and shall continue thereafter for a period of three months 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.

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	apon notice from the Covernment	opriations, this agreement may be ext. Termination of this agreement will of any security eath you may be required.
		UNITED STATES GOVERNMENT
		ВА
:	ACCEPTED:	Contracting Officer
Mahwlio Cots	Kenneth W. Desnew WITNESS:	_
X-1017	WITNESS:	
2.	APPROVED:	

Mr. Kenneth W. Desnew

Dear Mr. Desnew:

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

- 1. Compensation. In full consideration for the purchase of such information and services, you will be compensated at the rate of \$600 per month. Payments will be made as directed by you in writing in a manner acceptable to the Government. While it is recognized that you are an independent contractor, the Government at your request and in view of security considerations involved agrees to withhold Federal income taxes from monies due you under this agreement in an amount equivalent to the United States income tax withholding schedule based upon your taxable income hereunder and present exemption(s). You acknowledge that this is an accommodation on the part of the Government and does not relieve you from fulfilling your obligations under existing Federal income tax laws and regulations. You will be instructed as to the method to be followed in making timely filing of returns, estimates and payments in order to preserve security.
- 2. Travel. You will be advanced or reimbursed funds for necessary expenses incurred in connection with such operational travel as may be directed or authorized by the Government. This will include per diem in lieu of subsistence while in the course of such travel. While on temporary duty away from your permanent post of assignment, this will include funds for the rental of temporary quarters at the Government's direction as well as four-fifths of the maximum applicable per diem rate. Payment and accounting for such expenses will be in conformance with applicable Government regulations.
- 3. Operational Expenses. You will be advanced or reimbursed funds for necessary operational expenses including, but not limited to, entertainment and the purchase of information, as specifically approved by the Government. Such funds will be subject to accounting in compliance with Government regulations.
- 4. Repayment. It is recognized that your failure to account for or refund any monies advanced you hereunder 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.
- 5. Hospitalization Premiums. It is understood that you presently are a participant in a group hospitalization plan and that your overt employer pays the premiums incident thereto. As such premiums paid on your behalf will cease while you are performing under this contract, the Government will advance or reimburse you funds for the payment of such hospitalization premiums.

NEA-7 - 58 - 327 20 February 1958

MEMORANDUM FOR: CONTRACT PERSONNEL DIVISION

SUBJECT : Termination, Desnew

This is to request that our current contract with Kenneth W. Desnew be terminated as of 15 January 1958. This contract was effective 23 September 1957 to December 1957, and was subsequently renewed for such additional period as might be necessary up to 90 days. Termination as of 15 January 1958 has been mutually agreed upon between Desnew and his case officer. For any information required regarding this contract, call NEA/7/J, Γ 1, x3203.

APPAQUED:

Chief

Division of Near East and Africa

jan 2/31/58

MEMORANDUM FOR: Finance Division

ATTENTION:

Chief, Agent Service Section

SUBJECT:

Kenneth W. Desnew (P) - Project AEREADY

Per our telephone conversation 22 March 1957, this is to inform you in writing that Federal income and Social Security taxes should be deducted from the compensation of Kenneth W. Desnew. This individual is under a training contract and is charged to Project AEREADY, the administrative case officer of which is Γ

Chief, Contract Personnel Division