

MEMORANDUM FOR THE RECORD

November 16, 1960

Lloyd D. Musolf, Chief Advisor

Proposed Transfer of Mr. E. H. Adkins to USOM

On November 4 I was called to Mr. Gardiner's office for a conference with him and Mr. Coster about the Identification Card Program. They were concerned about the lack of progress in this area and they apparently felt that part of the lack of progress could be laid to MSUK ideas about how to proceed. Mr. Gardiner stressed the desirability of closer coordination between Mr. Walton and Mr. Adkins, and suggested that probably Mr. Adkins should be attached to the Public Safety Division of USOM. I agreed only to the point that there should be further conversation about the program, and when Mr. Gardiner suggested that Messrs. Walton, Turner and Adkins should meet I suggested that the three of us should also be in on the meeting. This was agreed to.

Although Mr. Gardiner could not be present, Messrs. Coster, Turner, Adkins, Walton and myself met in Coster's office Saturday morning, November 5. It then became apparent that both Gardiner and Coster had great faith in some ideas for the program put forth by Walton. Briefly, Walton's idea was to use the type of portable photographic equipment seen at carnivals, have it mounted in a truck and complete the card and the photo at the same time. Mr. Adkins pointed out some objections to the plan, but it was apparent that Mr. Coster was unconvinced by his remarks.

On November 9, after the USOM meeting, I was called into Mr. Coster's office. He stated that Mr. Gardiner had asked him to write a letter to me requesting that Mr. Adkins be transferred to the Public Safety Division. Mr. Coster said he had proposed to Mr. Gardiner that instead of a letter he would talk with me on the question. I stated to Mr. Coster that the real problem with the Identification Card Program was the reluctance of the Vietnamese to go ahead, and I emphasized that MSU was willing to proceed. I reminded him that we had even requested Mr. Gardiner to intercede with GVN in order to get the program moving.

As to the question of a transfer, I stated that I was opposed to it. First of all, the location of Mr. Adkins' office was not highly

crucial, since he spends probably 80 per cent of his time at Camp des Mares, in any case. Secondly, I stated that Mr. Adkins, who has had much experience in the tropics with the photo process for ID cards, has strong opinions about the merits of Mr. Walton's plan. Thirdly, I indicated that, given the different ideas of Mr. Adkins and Mr. Walton about the program, it seemed to me that it would be preferable to preserve Mr. Turner's mediating influence. Mr. Coster noted my arguments and said he would present them to Mr. Gardiner and let me know his reaction. The following day Mr. Coster saw me and remarked that he had spoken to Mr. Gardiner and the status quo would prevail insofar as a transfer was concerned. I thanked Coster for his own mediating influence.

IDM/dw

cc: Ralph Turner
E. H. Adkins

Ruben V. Austin, Coordinator

April 22, 1961

Lloyd D. Musolf, Chief Advisor

Proposed Detailing of Adkins to USOM

The immediate background of USOM's proposal to "detail" Adkins to USOM is as follows:

On Wednesday USOM sent a cable to Washington confirming the fact that it has no objection to Guy Fox's appointment as chief advisor. On Thursday a cable arrived from ICA/W asking whether Fox needs secret clearance on a need-to-know basis and asking USOM, also, to "advise status over police portion contract after Turner departure."

As to the first point, I informed Jack Murtha, our contract representative at USOM, that Fox does need the type of secret clearance listed.

As to the second point, Murtha informed me that USOM was planning to cable ICA/W as follows: "USOM desires Adkins be detailed USOM under direct supervision Walton." As Murtha had reported this as the USOM stand, I asked him whether he would also include the MSU position on this point in his cable. I said that in our view the USOM position appeared to violate our contractual responsibility for Adkins' work as well as Adkins' own contractual relationship with the University. I also pointed out to Murtha that both Gardiner and Walton had been told that even though Adkins would be officed with MSUG and reporting to the chief advisor, Adkins would be willing to consult on a daily basis--if need be--with Walton about his activities. Murtha said he would consult with Walton and Gardiner and report back. Later in the afternoon he called again to say that the wording of the cable would remain as he had read it. I then informed him that we would notify East Lansing of the developments by cable and would also write East Lansing to explain our position.

Subsequently Fox, Turner, Adkins and I held a conference on the subject. It was apparent that Tommy was not taking as strong a position about this arrangement as he had earlier. He is now naturally concerned about retaining the good will of USOM. Ralph Turner was also concerned about USOM's good will and added the point that it would be well not to leave a legacy of ill will at the time Guy took over as chief advisor. My own expressed view was that I considered Gardiner's actions as only part of a serious infringement of our contract and that this was a factor with which East Lansing should become acquainted. The conference broke up with the thought that Adkins and Turner would collaborate on a memorandum and I would put my own thoughts in a separate memorandum.

The long-range background for this controversy indicates that Gardiner regards our own group as at most the equivalent of a minor division of USOM. With respect to our recommendations for a radio communications system, Gardiner and Walton simply stated that our recommendations would not be forwarded to the country team but their own recommendations would be. As USOM always has a veto over procurement, we were well aware of the fact that we could not insist on our recommendations to the point of actually getting the kind of equipment we recommended. In any case, it was apparent that the professional responsibility which is assigned us by the contract was not conceded by Gardiner and Walton to be a factor.

A second incident illustrating the position of our group in Gardiner's eyes was Gardiner's attempt to get Adkins transferred last November. There is no need to go into detail on this attempt, but I enclose a memorandum for the record which was written on November 16 and has been held in our files since then. It was my feeling at the time that Gardiner probably would not let the matter rest. As a matter of fact, he returned to the attack in February, and the account of his effort to see that Hamville and Adkins would be transferred after Turner's departure is reviewed in my PRM No. 31. In order to facilitate your review, I am enclosing the pertinent extract from that PRM.

It is apparent that Gardiner's view of the status of our group is not confined to the Police Administration Division. At the February conference Gardiner also brought up the case of Evert Emery. He informed me that he did not believe we should have two administrative services staff members after January, 1962. He stated that Emery would have to go home in January and that he would not approve any other arrangement. At the time he made this statement I did not confront him with the question of his power to order one of our staff members to go home because of several factors. First, there had been some discussion at NSUG that for family reasons Emery might wish to go home earlier. Secondly, I wanted to delay a strong stand on this issue as long as possible, in the hope that subsequent events would let us know what our course of action should be. Subsequently I learned that Emery does not want to depart early and it has also become clear that we have considerable need for him after January, partially due to the delay in the NIA campus construction. Emery has asked that the issue be resolved and I have been intending to have another conference with Gardiner on the subject. I shall now attempt to wait for that conference until the Adkins issue becomes somewhat clearer.

The contractual division of responsibilities between the USOM director and the NSUG chief advisor seems to be summed up in part by the phrasing in IIA of our contract: "...under the general policy guidance of the USOM Director; the Contractor will be responsible for all professional and technical details of the contract and shall keep the USOM Director currently informed of the progress of the project." Another pertinent provision is contained in Appendix B: "The Contractor's staff in Vietnam will receive general U. S. policy guidance primarily from the Director, USOM, but will not receive detailed supervision with respect to the performance of professional activities involved in this contract."

It may be argued by USOM that Adkins' activities must be coordinated with those of PSD/USOM in the interest of obtaining general policy guidance. USOM's request to ICA/W for "direct supervision by Walton" indicates that USOM does not

feel that our offer of complete cooperation is sufficient. The issue then becomes one of the degree to which there must be control by USQM in order to achieve general policy guidance. We believe that we have gone as far as the circumstances require. Admittedly, the Adkins case is not quite as persuasive as the Emery case in indicating that Gardiner is overstepping his bounds.

Ralph Turner has suggested that the Adkins case is important in phrasing a new contract. My reply has been that this is obviously true, but our problem is not a lack of adequate contractual provisions at the present time. The question then comes down to whether one invokes the contract provisions. Here one gets into all the factors of maintaining tolerable working relationships. It seems to me that as a departing chief advisor I have said about as much as I should on the subject. I cannot personally avoid feeling that our rights as a contract group are being violated under the Gardiner theory of relationships, but this is one factor only in the whole question of how MSU carries out the remainder of the present contract. It is a vital factor, however, particularly as the outcome of the Adkins case may well have a bearing on the Emery case. I leave it to your discretion to weight the contractual factor against the others.

IDM/dw

P.S. Tommy Adkins has pointed out that the dispute between him and Walton over photo processing equipment is not now as sharp as indicated in my memorandum of November 16.

IDM

April 22, 1961

L. D. Musolf

D. Weaver

Files search on statements re Adkins' relationship with USOM/PSD

The following is extracted from your PRM of February 23, 1961, No. 31:

"Police Administration:The more serious problem has been that provided by Gardiner's long-standing drive to absorb our two Police people. I say 'long-standing' because in Adkins' case, at least, Gardiner tried to persuade me four or five months ago that Tommy should be reporting directly to Walton. At this morning's conference with Gardiner the subject came up again. I was prepared for his question with a long series of arguments, but fortunately needed to employ only two or three before he gave way.....USOM will be informed on a daily basis, if USOM desires, about the activities of Handville and Adkins. This I proposed to Gardiner in lieu of his proposal that Adkins and Handville be housed at USOM and take directions from Walton. There is a possibility that Walton will give Adkins or Handville instructions in a technical field, but with Ralph Turner's concurrence I have informed Adkins and Handville that the University will stand behind them in their technical advice. As both Adkins and Handville have already been keeping USOM/PSD informed of their activities on a highly informal basis we do not anticipate a great deal of difficulty in the future..."

If any comment was made by East Lansing it was perhaps included in some confidential communication and is not on file.

NOTE: This memorandum was prepared by Tommy Adkins for Lloyd Musolf's signature. However, in view of the fact that the latter wrote his own memorandum, this is being enclosed without Musolf's signature.

Guy Fox

Rubin Austin, Coordinator

April 24, 1961

Lloyd D. Musolf, Chief Advisor

USOM request to detail E. H. Adkins, Jr. to direct supervision of Public Safety Division.

Reference is made to our cable of April 21, 1961 in the captioned matter, which we quote for your convenience:

"USOM CABLING ICAW THAT DESIRES ADKINS BE DETAILED USOM UNDER DIRECT SUPERVISION WALTON AFTER TURNER DEPARTS. URGE YOU CONTACT ICAW REQUESTING DELAY REPLY TO USOM UNTIL OUR LETTER TO YOU ARRIVES."

This question first was brought up by USOM in the fall of 1960, when they proposed that the National Identity Card Program be accelerated, especially in the provinces where the security situation was at its worst, even though such action would require armed guards to protect the processing teams. At the same time a proposal was made by USOM to import a truck-mounted mobile photographic and ID card laminating unit, which we consider inadequate, impractical for the area, and uneconomical. A detailed analysis of the ID card program and of these two proposals was furnished USOM and a copy of this is attached for your information. Also attached is a memorandum of conversations held with USOM in this regard.

Relative to the acceleration of the program, GVN has flatly refused, and still maintains this position, to extend the program to the insecure provinces, principally because past experience shows that serious reprisals have been taken against the civil populace for even cooperating in the program. Expansion into the relatively secure provinces, principally the northern highlands and lowlands, was tabled until after the recent election. Strong representations made to the Minister of Interior by both USOM and MSUG representatives have failed to cause GVN to change its position. Furthermore, the provincial pilot project of this program, which was scheduled by GVN last fall, to start on May 1, is currently proceeding towards early implementation. We were told that this entire matter was reviewed with the President personally, and that he supported the position taken by GVN.

April 24, 1961

The equipment necessary for this program arrived in September 1960, and we were ready then, and so urged GVN, to expand the program to the provinces, with the aforementioned negative results. As a result, though not a logical one, USOM has decided to "detail" Adkins to the Public Safety Division in the belief that this will expedite the program.

We do not concur with this decision. First of all, it is in violation of the letter and spirit of our contract with USOM and with our employee. Secondly, this will create a serious problem of division of authority over this employee's duties. Thirdly, acquiescence to their demands would not accelerate or improve the program, but would, in our opinion, be an admission that MSUG is incapable of carrying out the project. Fourthly, the employee wishes to retain the status quo, and finally we can foresee a great many administrative complications involving support.

We are not quite sure what USOM means by "detail", but are going on the assumption it means "loan" with the employee remaining on the MSUG payroll. A direct transfer would require agreement to cancel our employee's contract and would probably result in the employee being held liable for income taxes for the entire contractual period.

We are making every effort to maintain harmonious relations here, both for the future of this and other MSU projects with ICA, as well as for the future of the employee. However, we do feel that USOM's request is not justified either by the facts or sound administrative policies. We therefore recommend that you make appropriate representations to ICA/W concerning this problem.

pp

cc: A. F. Brandstatter

Ruben Austin, Coordinator

April
August 24, 1961

Ralph Turner, Chief, Police Adm. Div.

Proposed detailing of Adkins to USOM

I have read Musolf's and Adkin's comments on the matter of Adkin's being "detailed" to USOM/PSD. I do not have anything particularly new to add but wish to state my position merely as a matter of record.

The memos of Musolf and Adkins relate the historical background of this situation. In arriving at any decisions I have always been motivated by several factors, including our responsibility to the Police and Security Services insofar as implementing projects, the relationships of the University with ICA/W, both present and future, and the personal wishes of the individual technician. Insofar as our relationships with the Police and Security Services are concerned I think it is well known that MSUG has always enjoyed a reasonably satisfactory relationship and frequently has been able to work within a grater framework of harmony than USOM. I do not suggest, however, that if MSUG were no longer supporting the Police and Security Services that they would find it impossible to work with USOM/PSD. They certainly will be able to adjust and in due time a working relationship will be developed even though there have been strained moments in the past. It is important, however, that MSUG retain a good relationship with GVN and strive not to have its reputation damaged by misinterpretation of USOM motives.

My concern over the University's present and future relations with ICA/W has always been an important factor in our relations with USOM. Quite probably in the interests of continued satisfactory working relations with ICA/W, I probably have compromised more frequently than not with USOM. It is a little difficult here in the field to know just how far one should go in challenging USOM when we do not have a good sense of the climate on campus.

The personal wishes of the technicians involved have always been important to me and I am speaking now particularly of Adkins and Fox. While it is conceivable that Adkins in the best interests of his own work and programs with the Police and Security Services can adapt to the USOM policies, I am concerned that any violent objections we might raise about his transfer would cause undue hardship for Guy Fox in the succeeding months. Therefore, I am inclined to support Adkins' idea of a delaying "watch and wait" attitude in the hopes that an amiable solution involving both Adkins and Fox, and USOM, can be worked out.

April 24, 1961

One of the more practical aspects of the proposal involves the distribution of three Vietnamese employees and further distribution of records and reports, a certain number of which have to be kept out here for Adkin's benefit after I leave. Regardless of what kind of arrangement is finally agreed upon, I will insist that Adkins be given complete freedom in such matters as pursuing research and studies germane to his project and freedom of choice as to when, how and where he will make field trips related to his work, and an understanding that he will be free to discuss matters of mutual interest with General La whenever necessary. Adkins should also be free to do whatever work Guy Fox or East Lansing would ask him to do consistent with the best interests of the MSUG project. In other words, assuming that some workable understanding is arrived at as to what "detailing Adkins" means, I would still want to go on record with Gardiner that Adkins have the above-mentioned working freedoms.

I hope that I have made my position clear. I am interested in working out a compromise arrangement which would protect the best interests of the project and the individuals concerned and would be in harmony with the University's long-range interests. This compromise, I hope, can be reached with a minimum of friction. However, I would like to assure Adkins of some of the deficiencies which are implicit in the contract.

RFT:pp

MICHIGAN STATE UNIVERSITY EAST LANSING

GRADUATE SCHOOL OF BUSINESS ADMINISTRATION

OFFICE OF THE DEAN

MAY 2, 1961

ELL-22

DR. LLOYD D. MUSOLF
CHIEF ADVISOR, MSUG
PO Box 34, APO 143
SAN FRANCISCO, CALIFORNIA

DEAR LLOYD:

WE SHOULD LIKE TO ACKNOWLEDGE YOUR TRANSMITTAL #53. IT ARRIVED LATE THURSDAY WHEN I WAS IN WASHINGTON SO THAT ALL I COULD DO CONCERNING THE ADKINS CASE WAS TO RE-ALERT PSD-ICA/W THAT WE WOULD BE DISCUSSING THE MATTER FURTHER WITH THEM.

CORDIALLY,

RUBEN V. AUSTIN
ASSISTANT DEAN

RVA:sf
ENCLOSURES

MICHIGAN STATE UNIVERSITY EAST LANSING

COLLEGE OF BUSINESS AND PUBLIC SERVICE

OFFICE OF THE DEAN

MAY 2, 1961

TO: LLOYD D. MUSOLF
RALPH TURNER

FROM: RUBEN V. AUSTIN *RVA*

SUBJECT: ADKINS' PROPOSED REQUEST FOR TRANSFER TO USOM

THE ATTACHED PARAPHRASED TELEPHONE CONVERSATION WITH MESSRS. LOWE AND NESBITT FROM PSD INDICATES THE LACK OF INFORMATION AND FIRM COMMUNICATIONS BETWEEN USOM AND THEIR OFFICES. WE DISCUSSED THE GIST OF THE THREE MEMOS, NAMELY, THE APRIL 22, 24 (PREPARED BY ADKINS), AND THE 24TH OF RALPH TURNER. AS YOU WILL NOTICE BY THE TELEPHONIC REMARKS, WHAT THEY URGE US TO DO IS TO HAVE YOU CONFER AGAIN WITH USOM AND, IF POSSIBLE, HAVE USOM EXPLAIN TO ICA/W THE RATIONALE FOR THIS REQUEST AND WHY THE WORK BEING DONE BY ADKINS CANNOT CONTINUE TO BE DONE EFFECTIVELY UNDER THE CURRENT ARRANGEMENT.

MAY I SAY THIS IN COMMENT TO RALPH'S REMARK THAT IT IS DIFFICULT FOR YOU, IN THE FIELD, TO KNOW WHAT THE CLIMATE IS BETWEEN ICA/W AND EAST LANSING. WE HAVE AT TIMES EXPERIENCED FRICTION, BUT THIS HAS NOT BEEN TRUE IN THE LAST TWO YEARS OR SO TO THE BEST OF MY KNOWLEDGE. HOWEVER, IT IS DIFFICULT FOR US, ON CAMPUS, TO KNOW WHAT THE RELATIONSHIPS ARE IN WASHINGTON PSD/ICA, FOR THEY ARE NOT ONLY HOUSED SEPARATELY FROM THE PUBLIC ADMINISTRATION GROUP BUT COME UNDER DIFFERENT LINES OF AUTHORITY, AT LEAST ON THE LEVEL ON WHICH WE OPERATE WITH THEM.

AS, AGAIN, YOU WILL NOTICE FROM THE ATTACHED REPORT, THEY WILL COMMUNICATE WITH US BEFORE DOING ANYTHING DEFINITIVE.

RVA:sf

CC: PROFESSOR BRANDSTATTER
DEAN SMUCKLER

1022

TELEPHONE CONVERSATION - RVA TO ROBERT LOWE, PSD-ICA/W
MAY 1, 1961
10:00 AM

RVA: I THOUGHT I WOULD FOLLOW THROUGH ON THAT CABLE CONCERNING ADKINS. I JUST RECEIVED THREE COMPREHENSIVE MEMOS REGARDING THIS MATTER. THE GIST OF THE WHOLE THING IS THAT, FIRST OF ALL, WE BELIEVE THAT ADKINS IS NOT ONLY DISPOSED BUT WANTS TO COOPERATE THOROUGHLY WITH MR. WALTON, AND, ALTHOUGH HE WOULD BE OFFICED IN MSUG, HE WOULD REPORT DAILY, IF NECESSARY, TO MR. WALTON. TO THIS, MR. WALTON AND MR. GARDINER HAVE NOT ACCEDED. WE FEEL THAT THERE ARE MANY REASONS WHY THIS PROPOSED MOVE OF MR. ADKINS SHOULD NOT BE HURRIED, BUT A COMPROMISE ARRANGEMENT SHOULD BE NEGOTIATED. AS YOU KNOW, THERE ARE MANY TECHNICAL DETAILS IN MR. ADKINS' WORK, PARTICULARLY THAT INVOLVING THE IDENTIFICATION PROGRAM. ACTUALLY, ADKINS HAS HAD MANY YEARS OF EXPERIENCE IN THIS TYPE OF WORK, SO WE FEEL HE IS COMPETENT AND ALSO ETHICAL IN REPORTING AND COOPERATIVE WITH USOM. WE WONDER IF YOU CAN ACCEPT OUR POINT OF VIEW THAT, CONTRACTUALLY, AS AN INSTITUTION, WE HAVE A RESPONSIBILITY TO MR. ADKINS. HE WAS HIRED BY THE UNIVERSITY TO DO A CERTAIN TASK ACCORDING TO THE PROGRAM WHICH IS BEING CARRIED OUT, SO WE WONDER HOW WE CAN TELL MR. ADKINS THAT WE ARE NOW GOING TO TURN HIM OVER -- THAT IS, WITHOUT TRYING TO BRING ABOUT A SOLUTION.

LOWE: I DON'T THINK YOU CAN. WE COULD NOT TURN SOMEONE OVER TO ANOTHER AGENCY, SAY DEPARTMENT OF DEFENSE, EITHER, LOCK-STOCK-AND-BARREL.

JUST SUMMARIZING WHAT HAS HAPPENED NOW: USOM HAS SAID, "WE CAN USE ADKINS, BUT WE WANT HIM TO COME OVER AND WORK HERE," BUT THE MSU PEOPLE HAVE SAID, "YOU CAN UTILIZE HIS SERVICES, BUT HE CANNOT COME OVER LOCK-STOCK-AND-BARREL." TO THIS, USOM HAS SAID, "WELL, IF WE CAN'T HAVE HIM LOCK-STOCK-AND-BARREL, WE DON'T WANT HIM." IS THAT RIGHT?

RVA: YES, THAT'S RIGHT. (FELT IT UNNECESSARY TO QUIBBLE ON PHRASE USED.)

NOW, IN ADDITION, THERE ARE THREE VIETNAMESE EMPLOYEES WORKING WITH HIM, AND THERE ARE RECORDS AND REPORTS THAT REALLY SHOULD BE KEPT BY ADKINS TILL JUNE 1962 (THE END OF OUR CONTRACT). ALL THESE ARE ASPECTS THAT MAKE US REQUEST THAT A FURTHER CONSIDERATION BE GIVEN TO THIS BEFORE ANY DECISION IS MADE.

LOWE: AT THE MOMENT, THE DISCUSSION HAS GONE ON ONLY BETWEEN WALTON AND GARDINER. CHARLIE (NESBITT) IS ON THE LINE, MR. AUSTIN. CHARLIE, HAVE YOU RECEIVED ANY WORD ON THIS?

TELECON-RVA/LOWE
MAY 1, 1961

PAGE TWO

CN: ONLY REGARDING HIS (ADKINS') POSITION OF NEEDING TO FULFILL THE TERMS OF HIS CONTRACT TO MSU WHILE, AT THE SAME TIME, LOOKING TO FRANK WALTON FOR CERTAIN GUIDANCE. THIS SEEMS TO ME THAT THINGS SHOULD BE WORKED OUT WITHIN THAT FRAMEWORK. I DON'T UNDERSTAND WHAT THE PROBLEM IS.

LOWE:
(TO CN) DR. AUSTIN HAS HAD SEVERAL REPORTS TALKING ABOUT THE NEGOTIATION GOING ON THERE, STATING THAT ADKINS IS NEEDED.

LOWE:
(TO RVA) YOU SEE, DR. AUSTIN, THE TOUGH PART IS THAT, UNTIL SUCH TIME AS THEY PUT IT IN OUR CHANNELS, WE CANNOT ACT ON IT. WHY DON'T YOU WRITE BACK TO THEM AND TELL THEM THAT YOU HAVE TALKED WITH US AND THAT WE ARE AT A LOSS TO UNDERSTAND WHY THE METHOD OF OPERATION CANNOT BE FULFILLED WITHIN TERMS OF HIS MSU CONTRACT AND, AT THE SAME TIME, PERMITTING CLOSE COOPERATION WITH USOM. WE FEEL THAT FLEXIBILITY ON BOTH SIDES WOULD ENSURE THAT A MAN COULD SERVE TWO MASTERS. HAVE THEM CONFER AGAIN WITH USOM AND URGE USOM TO COMMUNICATE WITH US. WE WILL THEN REACT TO IT AS WE SEE FIT BY THE CIRCUMSTANCES. PERHAPS WE CAN TEMPORIZE SO THAT THINGS DO NOT GET COMPLETELY OUT OF FOCUS.

RVA: I WOULD LIKE TO POINT OUT THAT THIS PARTICULAR CASE IS THE BASIS ON WHICH,--THIS IS COMPLETELY OFF-THE-RECORD, BECAUSE IT DOES NOT CONCERN THE PSD AT ALL--IF WE HAVE THIS SET AS A PRECEDENT, MR. GARDINER WOULD LIKE TO HAVE OUR GENERAL SERVICES OFFICER (EMERY) TURNED OVER TO USOM, AND WE FEEL THAT MR. EMERY HAS A PARTICULAR TASK TO DO IN THE CONSTRUCTION OF THE NEW INSTITUTE BUILDING, AND WE CERTAINLY DO NOT WANT TO CREATE FRICTION, BUT WE WOULD LIKE TO MENTION OUR SITUATION. FURTHER, I THINK YOU UNDERSTAND THAT WE WILL BE MORE THAN WILLING TO DISCUSS THIS FURTHER. WE WILL INFORM MSUG TO PURSUE THIS FURTHER, AND I WILL CONTINUE TO KEEP YOU INFORMED.

LOWE: PRESUMING THAT YOU STIMULATE THE MISSION TO COMMUNICATE THROUGH OUR CHANNELS, DESCRIBING THE RELATIONSHIP AS WE SEE IT, THEN WE WILL CONSIDER IT IN THAT LIGHT. WE WILL GET IN TOUCH WITH YOU BEFORE SENDING ANYTHING OUT.

RVA: ALL RIGHT, VERY GOOD. THANK YOU.

SF


cc: MSUG/SAIGON
PROFESSOR BRANDSTATTER

MICHIGAN STATE UNIVERSITY EAST LANSING

COLLEGE OF BUSINESS AND PUBLIC SERVICE

OFFICE OF THE DEAN

MAY 31, 1961

TO: GUY FOX
FROM: RUBEN V. AUSTIN 
SUBJECT: "THE ADKINS CASE"

WITH REFERENCE TO THE ADKINS CASE, I INQUIRED OF MR. LOWE (ICA/PSD) ON MAY 25 THE STATUS OF THE REQUEST TO HAVE ADKINS TRANSFERRED TO USOM. MR. LOWE HAD NOT RECEIVED ANY FURTHER INFORMATION FROM GARDINER. YOU WILL RECALL LLOYD'S STATEMENT THAT PERHAPS WE SHOULD "SIT TIGHT" ON THIS CASE, AND ALSO THAT HE (LLOYD) DID NOT BELIEVE IT WAS PRUDENT TO ASK GARDINER TO COMMUNICATE TO ICA/W AGAIN ON THE REASONS FOR ADKINS' TRANSFER (SEE OUR PRIOR MEMOS ON THIS). THE OUTCOME OF MY VISIT WITH MR. LOWE WAS THAT, SINCE THEY HAD NOT HEARD ANYTHING, THEY WOULD WAIT UNTIL THE END OF THIS WEEK TO SEND A CABLE TO SAIGON.

LOWE ASKED ME WHAT MY VIEWS WERE, AND I INDICATED THAT WE WERE NOT MAKING AN ISSUE OF THEIR ROLE AS FAR AS THE POLICE ACTIVITIES WERE CONCERNED, BUT WE WERE CONCERNED ON THE STATUS OF A PERSON WHO HAD BEEN RECRUITED BY MICHIGAN STATE AND WHO WAS STILL RESPONSIBLE TO US, FINANCIALLY AND OTHERWISE. LOWE AGREED THAT THERE SHOULD BE NO REASON WHY, WITH ASSURED COOPERATION, THE WORK THAT ADKINS IS DOING COULD NOT CONTINUE UNDER THE SAME ARRANGEMENT WHICH HAS EXISTED IN THE PAST.

RVA:sf

cc: AFBRANDSTATTER

28/10

Ruben V. Austin

2 June 1961

Guy H. Fox

Adkins

Judging from a comment made to me by Gardiner at a cocktail party a night or so ago, I am afraid we have not heard the last of USOM's attempt to have Adkins detailed to USOM. At the party Gardiner said that he would like to talk to me soon about Tommy. Throughout our brief conversation Gardiner was quite friendly, but he said now that MSUG's police chief (Turner) had gone, it did not seem logical to him for us to have a single police man on our staff, in view of the large Public Safety Division at USOM. When I mentioned our contractual obligations to Adkins, Gardiner replied with a remark the significance of which I do not understand; I have been trying to find out just what he meant. In effect, he said that the detailing of Tommy to USOM was justified because Vietnam faces an emergency condition. I received the impression that he was thinking of invoking some sort of emergency provision in ICA regulations, though he did not say just that. Unfortunately, we were interrupted at this point of our conversation and I was unable to talk with him again during the evening.

GHF/rbm

MICHIGAN STATE UNIVERSITY EAST LANSING

W. H. Adkins

COLLEGE OF BUSINESS AND PUBLIC SERVICE
OFFICE OF THE DEAN

JUNE 9, 1961

TO: GUY H. FOX

FROM: RUBEN V. AUSTIN



SUBJECT: ADKINS

WE TRUST THAT THIS CASE WILL BE SETTLED SOON. ACTUALLY, THERE WOULD BE LITTLE THAT WE COULD DO IF GARDINER, IN AN EMERGENCY CASE, TRANSFERS ADKINS. WE HAVE NOT HEARD FROM ICA/W IN THE LAST WEEK OR SO ON THIS MATTER.

IT APPEARS TO US THAT NOTHING CAN BE DONE UNTIL GARDINER'S OFFICIAL STATEMENT TO WASHINGTON IS COMMUNICATED TO US. AT THE SAME TIME, WE SHOULD BE CONSCIOUS OF THE DESIRES OF ADKINS. SHOULD HE WISH TO TRANSFER TO USOM ON A PERMANENT BASIS, HIS ECONOMIC STATUS, ETC., MIGHT BE A GREATER DETERMINANT THAN THE REMAINING MONTHS UNDER MSU AUSPICES, PARTICULARLY WHEN THE WORK THAT HE IS DOING WOULD STILL COME UNDER THE DIRECTION AND SUPERVISION OF USOM.

RVA:sf

cc: AFBRANDSTATTER

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Ruben V. Austin, Coordinator

June 12, 1961

Guy H. Fox, Chief Advisor

Dictated June 10

Adkins

Recently I informed you that Gardiner, at a cocktail party, said he wanted to talk to me soon about having Tommy Adkins detailed to USOM. Thus far he has not brought up the subject. Yesterday, however, Tommy reported that Walton, Chief of PSD/USOM, discussed the matter with him. According to Tommy, Walton said that Gardiner, in a recent conversation with him (Walton), said that he (Gardiner) intended to "order Fox" to detail Adkins to USOM.

Thus it looks as if the fat will soon be on the fire. My relations thus far with Gardiner have been pleasant and cordial, but I feel in this case I must--in a polite but firm way--take issue with him regarding Tommy, for reasons with which you are acquainted. I shall also point out to Gardiner, if the occasion arises, the possibility of Tommy's permanent affiliation with NSU, as well as the likelihood that under a new contract he would have responsibility for the administration of justice course, or courses, at the NIA.

Provided NSU is in accord with the view that we should not agree to the detailing of Tommy against his will to USOM, will you please give me some written support presenting the University's viewpoint--a statement which I can show to Gardiner? May I have this statement as soon as possible?

GHF:dv

0-730
Inter-Department Correspondence

MEMORANDUM

Date 6/12/61

To Ruben Austin

From A. F. Brandstatter

Subject Your communique to Guy Fox regarding Adkins dated June 9

Fox ought to be informed that in the event we continue beyond 1962, it is very likely that we shall ask Adkins to remain as the Police Ad faculty member assigned to N.I.A. Although this decision is not final, we are giving it serious consideration and I do not want to make a final decision until after I have an opportunity to discuss Adkins' qualification with Turner for this assignment. It seems to me that if Adkins is transferred to USOM and we continue beyond 1962, based on present plans, it will result in future complications for us to have Adkins transferred back to our control.

AFB:br

Signed _____

MICHIGAN STATE UNIVERSITY EAST LANSING

Copy to Adkins

COLLEGE OF BUSINESS AND PUBLIC SERVICE
OFFICE OF THE DEAN

JUNE 20, 1961

TO: Guy H. Fox
FROM: JAMES B. HENDRY *JBH*
SUBJECT: ADKINS

THE LATEST WORD OF ADVICE TO YOU ON TOMMY ADKINS' FUTURE STATUS, IN LIGHT OF YOUR REPORTED CONVERSATION WITH GARDINER, IS A MIXTURE OF CONSIDERATIONS WHICH ARE UNDOUBTEDLY ALREADY KNOWN TO YOU, BUT WHICH SHOULD BE RESTATED.

1. IT IS CERTAINLY TRUE THAT MSU IS GIVING UP ITS ROLE IN THE POLICE ADMINISTRATION ADVISORY CAPACITY AS THE CONTRACT NEARS ITS TERMINATION, AND HAS NO DESIRE TO CONTINUE THIS ROLE BEYOND THE PRESENT CONTRACT. MSU DOES FEEL THAT THERE COULD BE A ROLE FOR SOMEONE TEACHING AT THE NIA IN THE FIELD OF ADMINISTRATION OF JUSTICE, BUT THIS IS A MUCH DIFFERENT KIND OF ASSIGNMENT THAN THAT WHICH HAS CHARACTERIZED THE POLICE ADMINISTRATION DIVISION'S ACTIVITIES IN THE PAST.

THEREFORE, SHOULD GARDINER MAKE SOME CONCERTED EFFORT TO BRING ADKINS INTO THE USOM PUBLIC SAFETY PROGRAM DIRECTLY, AND WERE TO INVOKE SOME EMERGENCY JUSTIFICATION, THERE IS LITTLE MSU COULD DO TO EFFECTIVELY BLOCK THIS, SHOULD IT COME TO A FINAL TEST CASE.

ON THE OTHER HAND, THERE ARE A NUMBER OF ARGUMENTS WHICH SHOULD BE STRONGLY URGED BEFORE MSU SUBMITS TO SUCH AN APPROPRIATION OF PERSONNEL. THESE INCLUDE:

1. IN HIRING TOMMY ADKINS, MSU UNDERTOOK CERTAIN COMMITMENTS WITH RESPECT TO CONDITIONS OF EMPLOYMENT AND THE DURATION OF IT, WHICH MSU IS ANXIOUS TO HONOR TO THE FULLEST EXTENT POSSIBLE. THESE INCLUDE SUCH THINGS AS CONDITIONS OF SALARY, THE INCOME TAX EXEMPTION WHICH APPLIES TO MSU STAFF MEMBERS, ETC. IN INVOKING ANY EMERGENCY TRANSFER TO USOM, MSU WOULD BE FORCED INTO THE POSITION OF FAILING TO MEET ITS CONTRACTUAL OBLIGATIONS TO EMPLOYEES.

2. IN THE EVENT THAT THE CONTRACT IS RENEWED, MSU IS VERY SERIOUSLY CONSIDERING ASKING ADKINS TO REMAIN AS THE POLICE ADMINISTRATION FACULTY MEMBER ASSIGNED TO THE NIA IN THE FIELD OF ADMINISTRATION OF JUSTICE. A COPY OF A MEMO TO THIS EFFECT FROM A. F. BRANDSTATTER TO RUBEN AUSTIN WAS GIVEN TO MR. LOWE OF THE ICA/W PUBLIC SAFETY DIVISION ON OUR RECENT TRIP TO WASHINGTON, D.C. THUS, IF ADKINS IS TRANSFERRED TO USOM AND THE CONTRACT IS CONTINUED BEYOND 1962, THERE MAY BE MANY COMPLICATIONS IN HAVING ADKINS TRANSFERRED BACK TO MSU IN ORDER TO UNDERTAKE THE POST FOR WHICH HE IS NOW BEING SERIOUSLY CONSIDERED.

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GUY H. FOX
JUNE 20, 1961
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3. IN LIGHT OF THE ABOVE POINTS, IT WOULD APPEAR TO BE ONLY EQUITABLE THAT THE DECISION ON ADKINS SHOULD RESPECT ADKINS' OWN WISHES. IF, IN HIS READING OF THE FUTURE AND HIS PROSPECTS WITH MSU, ADKINS ACTUALLY PREFERS TO SET HIS CAREER GOALS WITHIN THE USOM ORGANIZATION, THEN ANY ATTEMPT TO TRANSFER HIM NOW WOULD BE IN ACCORDANCE WITH HIS OWN LONG-TERM DESIRES AND WOULD, THEREFORE, NOT WORK AN INEQUITY TO HIM. ON THE OTHER HAND, IF ADKINS DOES NOT HAVE ANY LONG-TERM DESIRES TO WORK IN THE USOM ORGANIZATION, TRANSFERRING HIM AT THIS JUNCTURE WOULD CLEARLY BE AN INEQUITABLE MOVE WHICH SHOULD NOT BE THE RESULT OF A SHORT-SIGHTED AND, POSSIBLY, PETULANT THINKING IN THE USOM ORGANIZATION. FROM EAST LANSING, IT IS DIFFICULT TO SEE WHAT ADDITIONAL ADVANTAGE THERE WOULD BE TO USOM TO HAVE HIM TRANSFERRED TO THEIR CONTRACT DIRECTLY, SINCE HE ALREADY WORKS VERY CLOSELY WITH THEM, AND HIS ACTIVITIES ARE CLOSELY GEARED TO THEIR PROGRAMS.

WHAT THIS ALL ADDS UP TO IS THAT WE SEE NO STRONG REASON TO ACCEDE TO ANY EMERGENCY REQUEST FOR ADKINS' TRANSFER TO USOM AND SEE POSSIBLE INEQUITIES TO HIM IN SUCH AN OCCURENCE, BUT, ASIDE FROM MAKING STRONG REPRESENTATION ON THESE GROUNDS OF EQUITY AND COMMON SENSE, WE DO NOT SEE HOW WE COULD ACTUALLY REFUSE TO PERMIT SUCH A TRANSFER IF THE ISSUE WERE FORCED BY USOM AND ICA/W.

JBH:sf
cc: AFBRANDSTATTER

ENC: THERMO AFBRANDSTATTER MEMO 6/12/61

MICHIGAN STATE UNIVERSITY EAST LANSING

GRADUATE SCHOOL OF BUSINESS ADMINISTRATION
OFFICE OF THE DEAN

JULY 5, 1961

TO: GUY FOX

FROM: RUBEN V. AUSTIN



SUBJECT: E.H. ADKINS

BECAUSE OF THE NATURE OF ADKIN'S WORK IN HIS CLOSE ASSOCIATION WITH USOM'S PSD, I DO NOT ANTICIPATE ANY OBJECTIONS WITH REFERENCE TO HIS TRANSFERAL FROM THE IDENTIFICATION PROGRAM TO AN ASSIGNMENT ON POLICE RECORDS.

SINCE ADKIN HAS COMMUNICATED WITH ART ON THIS MATTER, BRANDSTATTER'S VIEWS SHOULD BE FORTH COMING.

RVA:JER

CC: A. BRANDSTATTER

Ruben V. Austin, Coordinator

June 29, 1961

Guy H. Fox, Chief Advisor

E. H. Adkins

The thermofax copy of Tommy's discussion with Frank Walton, Chief of USOM/PSD, is self-explanatory. Tommy has written Art Brandstatter on the matter.

I see no objection to Tommy's doing the work on police records. He is qualified for the job and USOM has no person able to undertake it, but USOM does have personnel qualified to complete the identification program--which Tommy now has well underway. Indeed, if Tommy should not agree to undertake the work on records, MSUG would be charged with failure to cooperate and coordinate with USOM. The need for such coordination is exactly the reason given by Gardiner for wanting Tommy in PSD/USOM.

Please let us know if you have any thoughts regarding the assignment of Tommy to work on police records.

GHF:dw

June 27, 1961

FROM: E.H. Adkins, Jr.

SUBJECT: Record Bureau

This will record that on June 26, 1961, the writer consulted with Frank Walton concerning his taking over the advisory functions with the VBI Record Bureau on a full-time basis as he has proposed. It is noted that the writer would relinquish his duties concerning the National Identity Card Program.

The writer agreed that this would be a good move, and pointed out the following things. It was observed that this was a big project requiring a very long-term effort, and that the writer would only be here another nine or ten months under the terms of the present contract. Therefore, only a certain amount of progress could be made in the remaining time.

It was also pointed out that other members of his group would have to make a collateral effort in the field of developing standard report writing forms and similar matters, which were without the purview of the Record Bureau but would be the basis for the record system. This would encompass preparation of training manuals, as well as extensive training courses both in Viet Nam and in the field. It was also pointed out that the writer was expected to prepare a research report on the NICP project, and that this would take a certain amount of time away from the Record Bureau project. The writer pointed out that there were certain technical phases to the work which would still require advice, particularly in the field of photographs and fingerprinting. It was agreed that the writer would be available for consultation on technical matters but that the bulk of the time-consuming administrative work would be performed by one of Walton's advisors. The writer proposed that, inasmuch as this was a new field in this area, research should be conducted in records systems in the Orient in order that local application might be made. Inasmuch as the British-dominated areas are somewhat archaic in their practices, Taipei was suggested for a review. However, Walton felt that in view of the cuneform writing, little would be applicable here. He suggested the possibility of Cambodia. The writer will make informal inquiry in Cambodia to ascertain the practicability of a research project there.

It was agreed that we would review the matters informally with Messrs. Gardiner and Brandstatter and finally with General La before reaching a final conclusion.

UNCLASSIFIED*Office Memorandum* • UNITED STATES GOVERNMENT

TO : Mr. Guy H. Fox, Chief Advisor, MSU

DATE: July 26, 1961

FROM : Mr. Arthur Z. Gardiner, Director

SUBJECT: Mr. Elmer Adkins

In view of the fact that the new Public Safety Project Agreement between USOM and GVN gives to USOM the full responsibility for all public safety services, and since MSU has left only police technician, Mr. Elmer Adkins, it is believed that it would make for a smoother operation if Mr. Adkins operates physically in the PSD Office at USOM.

Desk space is available for him in that office.

It is suggested that Mr. Adkins report to USOM for work under PSD direction as soon as possible, preferably not later than 1 August 1961.

FW/jft

G. Fox

TO: Frank E. Walton
THROUGH: Guy H. Fox
FROM: E.H. Adkins, Jr.
SUBJECT: National Identity Card Program

July 27, 1961

This will confirm our agreement, with which the University is in accord, that the writer will relinquish his principal responsibilities concerning the National Identification Card Program. The writer will be pleased at any time to assist in any technical matters which may arise or give such counsel and advice as you may desire from time to time. This will, of course, not affect the writer's handling of matters concerning the Central Identification Bureau.

I am attaching for your information copies of a schedule of training courses to be given at the VBI Saigon headquarters beginning July 31 and lasting through November 18. The writer is planning to give a one-week course during the fourth week of August to the groups as a final review of the Henry System of classification of fingerprints, including the FBI extensions. The balance of the course will be on-the-job training.

Messrs. Sen and Doi of the VBI at Saigon have informed the writer that, as soon after the completion of the courses as possible, General La has stated that he will begin the ID card programs in the North Central and South Central Lowlands and the Central Highlands simultaneously. He has no plans at this time to begin in South Vietnam.