

Select Committee on Assassinations

U.S. House of Representatives

3331 HOUSE OFFICE BUILDING, ANNEX 2

WASHINGTON, D.C. 20515

MAR 28 1978

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Mr. John G. Kester
Special Assistant to the Secretary
Department of Defense
Washington, D.C. 20301

Dear John:

This will acknowledge your letter of March 23, 1978, confirming our telephone conversation of March 22, 1978. The second paragraph in your letter of the 23rd is satisfactory to me subject to several caveats. First, I have no problem with conditioning the briefing for certain specific information on a commitment on behalf of the Committee (and myself) not to reveal the substance of the briefing or, insofar as they might be disclosed, the sources and methods on which it is predicated. Nevertheless, I would have to, as I am sure the Committee would want me to, explicitly reserve the right for the Committee to pursue such methods of legal compulsion as it might have available to it in the future to secure the information and appropriately disclose it. This is a general caveat that is incorporated in the agreements that the Committee has reached with the Department of Justice and the Central Intelligence Agency. Attached for your information is paragraph #7, for example, of the Committee-CIA agreement. I don't propose that the briefing be conditioned upon anything as formal as paragraph #7, but the substance of subparagraph C has to be added to the substance of your statement of our agreement of March 23, 1978.

As you and your lawyers will obviously note, the substance of paragraph C just reserves to the Committee and the Department whatever rights, duties, and privileges they might have under the Constitution to secure and disclose, or to prevent from turning over and being disclosed, information that might pose irreconcilable conflicts of interest. Obviously, too, note that the Committee agreed in paragraph C to abide by the outcome of any litigation, as opposed to taking action beyond the reach of the Department under the Speech and Debate clause. Any way (almost) that you or your lawyers decide to express the substance of subparagraph C will meet with our approval.

Mr. John G. Kester

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A second caveat I would express is a consequence of the second sentence of the second paragraph of your letter. It seemingly requires the absolute withdrawal of all our prior requests to the Department. I believe it is understood by both of us that the conditions expressed for the briefing are only operative as to that specific information with which the briefing will deal, and consequently the briefing in no manner affects the prior requests for information from the Department that are not covered by the briefing.

I would hope that this can go forward without further delay. As you know, we have been waiting since December to get access to the materials that we need that might pose the most sensitive issues of disclosure. We have now already missed one significant point in the investigation where those materials would have been of prime importance. I regret that delay, and hope that it will not prove irremediable. If we can move in this area in the next ten days, that might prove true.

Sincerely,

Bob

G. Robert Blakey
Chief Counsel and Director

GRB:jwc
Enclosure

Excerpt from Committee-CIA agreement:

VII. Disclosure of Information

A. The Committee will notify the DCI in writing of its desire to disclose, in any manner, including under the Select Committee on Assassinations Nondisclosure Agreement, any information that is designated for protection from unauthorized disclosure by the DCI. If within five days the Committee does not receive a letter from the DCI objecting to the proposed disclosure and stating the reasons for the objection, the Committee may disclose the information.

B. If the DCI notifies the Committee within five days that he objects to the proposed disclosure and states the reasons for his objections, the Chairman of the Committee and the DCI, or their designated representatives, shall meet to attempt to resolve any differences over the information to be disclosed. If the Chairman of the Committee considers that the negotiations have reached an impasse, he will give the DCI a written notice to that effect, and the Committee will take no steps until at least 14 days thereafter to disclose the information in dispute.

C. Any differences left unresolved by negotiation may become the subject of litigation. In any such action each party will be free to assert all its constitutional, statutory, or other legal rights, and the parties agree to be bound by the final outcome of any such action. If such an action is commenced by the Executive Branch but is disposed of without a judicial decision on the merits of the disclosure issue, the Committee agrees that it will not on that basis, or on the basis of its 14-day notice letter, disclose the information in dispute. This Agreement, however, is without prejudice to any of the Committee's other rights, privileges and responsibilities concerning the production by legal compulsion and disclosure of information, and the DCI's rights, privileges and responsibilities concerning the protection from disclosure of the information.