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(202) 225-4624

Select Committee on Assassinations

U.S. House of Representatives

3331 HOUSE OFFICE BUILDING, ANNEX 2

WASHINGTON, D.C. 20515

August 31, 1977

Received NA-N
SEP 6 1977

Mr. James B. Rhoads
Archivist of the United States
National Archives and Records Service
General Services Administration
Washington, D.C. 20408

Dear Mr. Rhoads:

For the Select Committee to fulfill its legislative mandate, it is important that it examine all documents and materials relevant to allegations concerning the assassination of President Kennedy. Accordingly, I hereby request that the Committee be given access to all those materials in the National Archives of the "Report to the President by the Commission on CIA Activities Within the United States" ("Rockefeller Commission") pertaining to the Select Committee's inquiry. In particular, the Committee will need access to all those materials pertaining to the foundation for the Commission's report in Chapter 19 - "Allegations Concerning the Assassination of President Kennedy."

A copy of the Memorandum of Understanding the Select Committee has reached with the CIA is enclosed. The memorandum governs access by the Select Committee to all CIA documents currently held by the National Archives. I therefore do not anticipate there will be any difficulties with the Central Intelligence Agency obtaining access to the Commission's documents.

I do understand, however, that you must obtain permission from a trustee that has been named by President Ford before the Select Committee may have access to these documents. I would appreciate it if you could expedite this process so that members of the Committee staff may receive access as soon as possible.

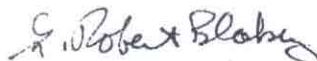
Mr. James B. Rhoads

August 31, 1977

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Thank you very much for your continuing
cooperation in the Select Committee's investigation.

Sincerely,



G. Robert Blakey
Chief Counsel and Director

GRB:jwc

Enclosure

cc: Ms. Trudy Peterson
Assistant to the Deputy Archivist

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE DIRECTOR OF CENTRAL INTELLIGENCE
AND THE SELECT COMMITTEE ON ASSASSINATIONS

I. Preparation of Materials

A. The Central Intelligence Agency (CIA) will cooperate fully in the investigations conducted by the Select Committee on Assassinations (Committee) by providing access, as requested, to classified information within the releasing authority of the CIA, and held by the CIA, that bears upon the study and investigation authorized by H. Res. 222. CIA will notify the Committee of any requested information held by CIA not within the releasing authority of the CIA, and notify the Committee of the proper authority to contact to obtain the information. No document or a portion of the document in the possession of CIA will be withheld without written notice of that action to the Committee. Access to all classified information designated for protection from unauthorized disclosure by the Director of Central Intelligence (DCI) and currently held by any federal agency or department shall be governed by this memorandum.

B. Documentary material will be made available as expeditiously and completely as feasible, subject to the responsibility of the DCI to protect sensitive intelligence sources and methods. The Committee and CIA will periodically agree upon a list of identities that will not be excised from materials turned over to the Committee. Subject to the list of identities that will not be deleted, CIA will appropriately sanitize, including excising if necessary, information to assure protection of information identifying sensitive sources and methods. When an excision is made, CIA will indicate the nature of the source or method excised, including the functional intelligence discipline which was the source of the intelligence.

C. The Chief Counsel of the Select Committee on Assassinations and a designated representative of the DCI shall meet monthly to discuss a random sample of the complete and unsanitized materials selected by the Chief Counsel for the purpose of verifying the appropriateness of the sanitizing done by the CIA. Those matters on which they do not agree shall be referred to the Chairman, Ranking Minority Member, and the DCI for resolution.

D. In making any excisions or other alterations of requested materials, CIA shall be bound by 18 U.S.C. Subsection 1505 and all other applicable statutes.

II. Request Procedure

A. The CIA element responsible for dealing with the Committee is the Coordination and Review Staff of the Office of Legislative Counsel (C&RS/OLC). All Committee requests for information will be conveyed to CIA only via the Coordination and Review Staff. Absent extraordinary circumstances, appointments with CIA employees and former employees will be arranged through the Coordination and Review Staff.

B. All Committee requests for information will be in writing. In the interest of timely response, C&RS/OLC will accept preliminary telephone or other oral requests, but no information can be made available until a request is received in writing from the Chief Counsel or one of the Deputy Chief Counsels.

III. Staff Clearance

Prior to access by Committee personnel to any material which has been designated for protection from unauthorized disclosure by the DCI, such Committee personnel will be granted security clearance by the Committee after consultation with the CIA. Committee personnel requiring access to such material will be required to execute, in advance, the attached Select Committee on Assassinations Nondisclosure Agreement.

IV. Transcripts of Statements Under Oath

A steno-typist from either the Committee or the CIA will make a verbatim record of all statements of current CIA personnel taken under oath. One copy of the record will be made available to the Committee and the other to the CIA in accordance with the Rules of the Committee.

V. Examination of Material

Materials to which access has been granted by CIA will be reviewed in a CIA reading room set aside for this purpose or in a designated area within the Committee's offices.

VI. Storage of Materials

A. Committee procedures for control and storage of any documents or materials provided by the CIA which require protection will follow security standards and procedures established in consultation with, and approved by, the CIA.

B. Upon the termination of the Committee, all materials provided by CIA and examined by the Committee will be kept and preserved within a segregated and secure area within CIA for at least 30 years unless the DCI and the House of Representatives agree to a shorter period of time. All persons having access to such materials must sign an access sheet indicating the date, the name of the person receiving access, the specific documents or materials to which access was granted, and the person who authorized the access.

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.

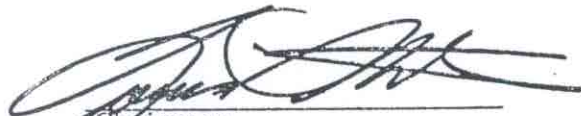
B. If the DCI notifies the Committee within five days that he objects to the proposed disclosure and states the reasons for his objections, the Chairman of the Committee and the DCI, or their designated representatives, shall meet to attempt to resolve any differences over the information to be disclosed. 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.


Director of Central Intelligence

19 AUG 1977

Date


Chairman

August 29, 1977

Date

Select Committee on Assassinations Nondisclosure Agreement

I, _____, in consideration for being employed by or engaged by contract or otherwise to perform services for or at the request of the House Select Committee on Assassinations, or any Member thereof, do hereby make the representations and accept the obligations set forth below as conditions precedent for my employment or engagement, or for my continuing employment or engagement, with the Select Committee, the United States House of Representatives, or the United States Congress.

1. I have read the Rules of the Select Committee, and I hereby agree to be bound by them and by the Rules of the House of Representatives.

2. I hereby agree never to divulge, publish or reveal by words, conduct or otherwise, any testimony given before the Select Committee in executive session (including the name of any witness who appeared or was summoned to appear before the Select Committee in executive session), any classifiable and properly classified information (as defined in 5 U.S.C. §552(b)(1)), or any information pertaining to intelligence sources or methods as designated by the Director of Central Intelligence, or any confidential information that is received by the Select Committee or that comes into my possession by virtue of my position with the Select Committee, to any person not a member of the Select Committee or its staff or the personal staff representative of a Committee Member unless authorized in writing by the Select Committee, or, after the Select Committee's termination, by such manner as the House of Representatives may determine or, in the absence of a determination by the House, in such manner as the Agency or Department from which the information originated may determine. I further agree not to divulge, publish or reveal by words, conduct or otherwise, any other information which is received by the Select Committee or which comes into my possession by virtue of my position with the Select Committee, for the duration of the Select Committee's existence.

3. I hereby agree that any material that is based upon or may include information that I hereby pledge not to disclose, and that is contemplated for publication by me will, prior to discussing it with or showing it to any publishers, editors or literary agents, be submitted to the Select Committee to determine whether said material contains any information that I hereby pledge not to disclose. The Chairman of the Select Committee shall consult with the Director of Central Intelligence for the purpose of the Chairman's determination as to whether or not the material contains information that I pledge not to disclose. I further agree to take no steps toward publication until authorized in writing by the Select Committee, or after its termination, by such manner as the House of Representatives

may determine, or in the absence of a determination by the House, in such manner as the Agency or Department from which the information originated may determine.

4. I hereby agree to familiarize myself with the Select Committee's security procedures, and provide at all times the required degree of protection against unauthorized disclosure for all information and materials that come into my possession by virtue of my position with the Select Committee.

5. I hereby agree to immediately notify the Select Committee of any attempt by any person not a member of the Select Committee staff to solicit information from me that I pledge not to disclose.

6. I hereby agree to immediately notify the Select Committee if I am called upon to testify or provide information to the proper authorities that I pledge not to disclose. I will request that my obligation to respond is established by the Select Committee, or after its termination, by such manner as the House of Representatives may determine, before I do so.

7. I hereby agree to surrender to the Select Committee upon demand by the Chairman or upon my separation from the Select Committee staff, any material, including any classified information or information pertaining to intelligence sources or methods as designated by the Director of Central Intelligence, which comes into my possession by virtue of my position with the Select Committee. I hereby acknowledge that all documents acquired by me in the course of my employment are and remain the property of the United States.

8. I understand that any violation of the Select Committee Rules, security procedures or this agreement shall constitute grounds for dismissal from my current employment.

9. I hereby assign to the United States Government all rights, title and interest in any and all royalties, remunerations and emoluments that have resulted or may result from any divulgence, publication or revelation in violation of this agreement.

10. I understand and agree that the United States Government may choose to apply, prior to any unauthorized disclosure by me, for a court order prohibiting disclosure. Nothing in this agreement constitutes a waiver on the part of the United States of the right to prosecute for any statutory violation. Nothing in this agreement constitutes a waiver on my part of any defenses I may otherwise have in any civil or criminal proceedings.

11. I have read the provisions of the Espionage Laws, Sections 793, 794 and 798, Title 18, United States Code, and of Section 783, Title 50, United States Code, and I am aware that unauthorized disclosure of certain classified information may subject me to prosecution. I have read Section 1001, Title 18, United States Code, and I am aware that the making of a false statement herein is punishable as a felony. I have also read Executive Order 11652, and the implementing National Security Council directive of May 17, 1972, relating to the protection of classified information.

12. Unless released in writing from this agreement or any portion thereof by the Select Committee, I recognize that all the conditions and obligations imposed on me by this agreement apply during my Committee employment or engagement and continue to apply after the relationship is terminated.

13. No consultant shall indicate, divulge or acknowledge, without written permission of the Select Committee, the fact that the Select Committee has engaged him or her by contract as a consultant until after the Select Committee has terminated.

14. In addition to any rights for criminal prosecution or for injunctive relief the United States Government may have for violation of this agreement, the United States Government may file a civil suit in an appropriate court for damages as a consequence of a breach of this agreement. The costs of any civil suit brought by the United States for breach of this agreement, including court costs, investigative expenses, and reasonable attorney fees, shall be borne by any defendant who loses such suit. In any civil suit for damages successfully brought by the United States Government for breach of this agreement, actual damages may be recovered, or, in the event that such actual damages may be impossible to calculate, liquidated damages in an amount of \$5,000 shall be awarded as a reasonable estimate for damages to the credibility and effectiveness of the investigation.

15. I hereby agree that in any suit by the United States Government for injunctive or monetary relief pursuant to the terms of this agreement, personal jurisdiction shall obtain and venue shall lie in the United States District Court for the District of Columbia, or in any other appropriate United States District Court in which the United States may elect to bring suit. I further agree that the law of the District of Columbia shall govern the interpretation and construction of this agreement.

16. Each provision of this agreement is severable. If a court should find any part of this agreement to be unenforceable, all other provisions of this agreement shall remain in full force and effect.

I make this agreement without any mental reservation or purpose of evasion, and I agree that it may be used by the Select Committee in carrying out its duty to protect the security of information provided to it.

Date: _____

LOUIS STOKES, Chairman
Select Committee on Assassinations