

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CENTAL INTELLIGENCE AGENCY
AND
THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION**

AUTHORITY: This agreement is made under the authority of Executive Order 12958, 44 U.S.C. 2108, and the Economy Act, approved June 30, 1972, as amended (31 USC 1535).

PURPOSE: The purpose of this Memorandum of Understanding is to establish an agreement between the National Archives and Records Administration (NARA) and the Central Intelligence Agency (CIA) to facilitate NARA support of the CIA's declassification of CIA records by making them available to the public.

SCOPE: NARA will accept from CIA as non-record reference material electronic copies of sanitized CIA records for the purpose of making the reference materials available to the research public. The CIA will reimburse NARA for the cost of making sanitized records ready for use and providing reference assistance to the public.

AGREEMENT: (1) The CIA and NARA agree to initiate this transfer in FY 2000 as a pilot project for making available to the public documents that are declassified and released under EO 12958. The CIA and NARA further agree to evaluate this project 6 months from execution.

(2) NARA will make space available in a public research area large enough for two CIA computer workstations supporting the "CIA Declassified Documents Review System" (CDDRS) to be accessible by researchers. A workstation will include the CPU, keyboard, monitor, printer, software, and necessary backup devices.

(3) In addition to the electronic materials, the CIA agrees to provide a hard copy of the shelf list of the records. The CIA further agrees to provide additional contextual documentation suitable for use by researchers.

(4) NARA agrees to aid members of the public who have researcher access to the archives in accessing the CDDRS system and assisting them, to the extent reasonable, in locating documents of interest to them.

(5) The CIA will provide up to approximately \$40,000 in FY 2000 (subject to availability of funds) to support one position at the GS-7 level FTE that will be required to ensure the facilitation of public access to the materials. The CIA further agrees to provide training on CDDRS to NARA personnel.

(6) The CIA agrees that the CDDRS system placed at NARA, including computer workstations, software, and peripheral devices such as keyboard, printer, and monitor, will remain the property of the CIA. The CIA further agrees that such equipment and software is Y2K compliant, to the best of its knowledge, and that all required software licensing will be obtained for the appropriate public and NARA employee software use. The CIA further agrees to provide necessary service and maintenance of all provided software and equipment.

(7) The CIA agrees that it will be responsible for supplying all consumables associated with CDDRS (i.e. - paper, toner, etc.)

(8) The CIA and NARA agree to revisit the extent of public access warranted by usage demand and to discuss with NARA in six months any requirements to increase the number of work stations or other modifications to allow for multiple user access to the materials.

(9) The CIA agrees that it will be responsible for all data loads, backups, and recovery if needed. The CIA further agrees to design a backup capability that will aid in rapid restoration of data should an equipment failure necessitate restoration.

(10) CIA agrees that all document images may be printed using the CDDRS system will contain the phrase "DECLASSIFIED NND 999000 AND APPROVED FOR RELEASE" or "DECLASSIFIED AND APPROVED FOR RELEASE" printed clearly at the top and bottom of each page in compliance with normal NARA procedures for the identification of copies of documents that researchers may remove from the facility.

(11) The CIA and NARA further agree that additional procedures for training NARA staff, providing instructions to researchers, and other minor coordination aspects will be implemented by the NARA and CIA points of contact.

(12) The CIA agrees to address with NARA workload and other issues concerned with continuing or modifying this agreement as appropriate for FY 2001 and beyond to support access to CIA information at NARA.

CONTACT POINTS: The agencies' points of contact for this agreement will be Mr. Michael Carlson, 301-713-7158 for NARA, and Mr. Richard Warshaw, 703-613-1390 for CIA.

SCHEDULE: This agreement will begin on or about October 1, 1999, and will remain in effect until modified or terminated by either CIA or NARA in writing.

TERMINATION: Either party may terminate this agreement upon 90 days notice in writing. Outstanding financial or other obligations incurred by either party will be settled to the extent of the commitment at the time of termination.

COST: The CIA agrees to transfer to NARA funds in the amount of \$40,000 to support one position at the GS-7 level. NARA will establish an account and draw on these funds for the purpose of funding a position to make the records ready for reference use and providing reference service to the public, not to exceed \$40,052.33. NARA will maintain an itemized statement of all expenses incurred on the project.

FOIA(b)6 Ed Cohen

For the CENTRAL INTELLIGENCE AGENCY.

By:

Title: Director of Information Management

Date: 11-5-99

For the NATIONAL ARCHIVES AND RECORDS ADMINISTRATION:

By: Michael J. Kutz

Title: Assistant Archivist

Date: 11-5-99

Funds Citation: _____

Agency Location Code: _____

Agency Billing Address: _____