

80-3256/4

Washington, D.C. 20505

21 NOV 1980

Honorable Charles W. Duncan, Jr.  
The Secretary of Energy  
Washington, D.C. 20585

Dear Charles:

The changes you have suggested for our Memorandum of Understanding on Agency work to be performed at Los Alamos are fine with me. We look forward now to the implementation of this arrangement and to our work with the Los Alamos scientists.

I am enclosing a copy of the Memorandum for your retention.

Yours,

/s/ Stansfield Turner

STANSFIELD TURNER

Enclosure:

Memorandum of Understanding Between  
the DoE and the CIA

(b)(3)

(1)

When Detached from Enclosure,

Treat as ... UNCLASSIFIED

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DATE: JAN 2002

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MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DEPARTMENT OF ENERGY  
AND THE  
CENTRAL INTELLIGENCE AGENCY  
CONCERNING WORK TO BE PERFORMED AT  
THE LOS ALAMOS NATIONAL SCIENTIFIC LABORATORY

I. Purpose

The purpose of this Memorandum of Understanding is to set forth agreements reached by the Department of Energy (DOE) and the Central Intelligence Agency (CIA) in connection with certain research, development and technical analysis, and design and development activities to be performed by the Los Alamos National Scientific Laboratory (hereinafter designated Laboratory) under contract W-7402-ENG736. It is anticipated that this Memorandum will provide a baseline agreement and will be extended to cover subsequent fiscal years, and this extension will be effected each year by a renewal memorandum which obligates the funds for that year's work. In the event that either party finds part of this Memorandum unworkable for whatever reason, then, upon 30 days written notice by either party, the conditions herein may be renegotiated. (U)

II. General

A. For intelligence purposes, the DOE and CIA are mutually interested in making greater use of the capabilities of the Laboratory's facilities and personnel in such a manner as not to impede the Laboratory's effort on other ongoing work. By mutual agreement, such purposes will include the technical analysis of intelligence data that leads to conclusions on the significance of foreign scientific and technical developments, such as foreign nuclear weapon development, and that leads to research and development on projects of significance to the national intelligence effort, such as new devices for the collection of intelligence information. These activities may stem from mutual interests of both the CIA and the DOE or may be of sole interest to the CIA. Although the work performed under this Memorandum is classified, the fact that the Laboratory is performing intelligence work in which the CIA has a major interest is unclassified; nevertheless, this fact should be handled on a need-to-know basis. (S)

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B. Within the terms of this Memorandum, the CIA and the Laboratory will maintain direct liaison and communication on day-to-day matters, and the DoE will be informed of the substance of significant intelligence and management information communicated between the CIA and the Laboratory. (U)

C. The Laboratory performs work for members of the intelligence community other than CIA and the Laboratory will continue to do so. In the performance of its current work for other members of the intelligence community, the Laboratory has a secure facility, the International Technology Office (ITO). Security cognizance for this facility is held by the Defense Intelligence Agency (DIA) and this will continue to be the case. (U)

### III. Responsibilities

A. The DoE will be responsible for:

1. Arranging for programs such as those listed below to be carried out by the Laboratory. In carrying out these programs, particular emphasis is to be given to those areas for which the Laboratory is in a position to suggest and augment new, unique, imaginative approaches to the solution of problems. (U)

a. Analysis and evaluation of foreign intelligence information:

- 1) Technology and other developments in foreign nuclear weapons states that could affect the national security of the United States or its allies through increases in the quality, quantity, reliability and maintainability of the nuclear arsenal of the foreign states. (S)
- 2) Technology and other developments in non-nuclear weapons states that could lead to the development of nuclear weapons or the acquisition of special nuclear materials. (S)

- 3) As mutually agreed upon, such other analytical tasks within the competence of the Laboratory as requested by the CIA. (U)
  - b. Systems design and development activities to explore new methods of intelligence data collection. The work will include not only research, exploratory development, and feasibility investigations of sensory, instrumentation and data handling systems, but also the interactions with and requirements for emplacement, delivery and support systems. (S)
2. Providing a project manager who will furnish the necessary management and technical direction to the project. (U)
  3. Providing external security for the project facility and designating a security liaison office to coordinate with the CIA. (U)
  4. Providing an adequate number of personnel, including those for management and technical direction, who are expected, in general, to participate in the work of the project for at least one year. In addition, arranging for the assignment of others to be utilized by the project on an ad hoc basis. (U)
  5. Providing special working and storage facilities at the Laboratory as necessary for the conduct of work to be performed under this Memorandum of Understanding. Such facilities will be referred to as the "Project Facilities" and personnel working within the Project Facilities on the project will be referred to as "Project Personnel". To the extent that existing DoE facilities and DoE equipment can be made available without requiring replacement in the future, they will be made available by the DoE without reimbursement and will remain the property of the DoE. (U)

- B. The CIA will be responsible for:
1. Reimbursing the DoE for such costs incurred in accordance with the terms of contract W-7405-ENG736 in performance of the work under this Memorandum as is within the agreed level of effort and as is in direct response to tasking by the CIA. (U)
  2. Ascertaining that CIA security requirements, not in conflict with DIA security requirements, are met. (The CIA recognizes that the ITO is under the security cognizance of the DIA.) (U)
  3. Providing at its expense any necessary special communication equipment (e.g., a TWX system); operation of this equipment will be the responsibility of the Laboratory, subject to security policies of CIA. This will include, if necessary, providing funds for remodeling facilities to CIA specifications. It is recognized that the Laboratory now has communications facilities, certified by DIA and DoE, for the categories of information pertinent to this Understanding. In order to minimize duplication of facilities, existing communication equipment will be used wherever operationally feasible. (U)
  4. From time to time providing one or more intelligence analysts to the project on a temporary duty basis to furnish intelligence guidance and support or to receive on-the-job technical training. These analysts will not be in lieu of fiscal support, but the technical training will be reimbursable as a project expense. (U)
  5. Supporting the programs to the fullest extent possible with intelligence information specific to the assigned tasks. (U)
  6. Providing materials, supplies, and equipment required for performance of the programs, not otherwise available to the project (see Section III A5). Items provided by the CIA will remain the property of the CIA (see Section VIII). (U)

7. Providing a project monitor to serve as liaison between CIA and the Laboratory. This project monitor will serve as the administrative point of contact at CIA for day-to-day interactions between CIA and the Laboratory. (U)

#### IV. Visitors and Information Control

Procedures for control of visitors to the CIA's project facilities and related briefings presented by project personnel will be established by the project manager with the approval of CIA. (U)

#### V. Reports

The parties to this Memorandum will keep each other informed of significant developments in the performance of the work hereunder. The CIA will provide the DoE with copies of program directives, and the DoE will have access to CIA records relating to the project and to instruments, devices, models and processes that may be developed. Under contract W-7405-ENG736, the DoE now has access to all reports generated under it and the DoE will authorize the Laboratory to report the results of technical analyses and of research and development performed pursuant to this Memorandum directly to the CIA. The DoE will limit access to information and reports developed under this Memorandum as directed by the CIA. Dissemination of reports to other elements of the Government will be the responsibility of the CIA. The reports would be: (S)

- A. Technical reports, memoranda, and wire reports: Will present, as appropriate, the results of in-depth analysis, research and development work, or ad hoc studies by the Laboratory as a result of CIA ad hoc requirements, or will present brief reports or tentative answers related to incomplete studies. (U)
- B. Administrative reports: Will be submitted quarterly and will summarize the progress made on the various programs and will report fiscal, security and other mutually agreed upon items. (U)

#### VI. Personnel Security

The CIA will be responsible for processing and granting, as necessary, required intelligence clearances for project personnel. Personnel to be cleared and the clearance levels required will be established by CIA in coordination with the

project manager. In addition, nominees for work on the CIA project will be subject to preliminary security screening criteria by CIA. The assignment of individuals to the project on a regular or ad hoc basis will be dependent upon final security approval by CIA. Historically, the ITO has utilized, within security limits, the broad expertise available within the Laboratory. Many of the people in the Laboratory will be working on non-CIA projects, and some of these people may have intelligence accesses granted by other agencies of the intelligence community, such as DIA and DoE. With the concurrence of the CIA project monitor, those members of the Laboratory who have appropriate intelligence accesses granted by other National Foreign Intelligence Board agencies will be allowed to participate in collective analysis sessions on the CIA programs at the Laboratory. (U)

VII. Patents

- A. No request for rights in an invention or for a waiver of patent rights in an invention made or conceived in the performance of CIA-funded work within the scope of this Memorandum of Understanding shall be granted by DoE without the concurrence of the CIA. (U)
- B. DoE agrees to furnish the CIA with a copy of any invention report submitted by the Laboratory or its subcontractors on an invention made or conceived in the performance of CIA-funded work within the scope of this Memorandum of Understanding. (U)

VIII. Title of Property

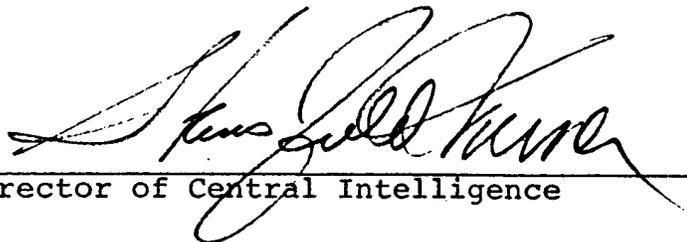
Title to any removable property furnished by the CIA shall remain with the CIA. Title to any removable property including materials, equipment and supplies, the cost of which has been borne by the CIA, including deliverable items, shall pass directly to the CIA. Title to all other property shall be in the DoE. (U)

IX. Administration

- A. It is recognized that appropriate arrangements will have to be made for such matters as audits of the project and safety inspections of the work areas utilized by the Laboratory. (U)

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B. With respect to administration of this Memorandum, the point of contact in the CIA is the National Foreign Assessment Center, and in the DOE is the Office of International Security Affairs, in coordination with the DOE Senior Intelligence Officer. (U)



Director of Central Intelligence

21 NOV 1980

Date



Secretary, Department of Energy

OCT 23 1980

Date

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