

NATIONAL
ARCHIVES

April 8, 2013

Steven Aftergood
Federation of American Scientists
1725 DeSales Street NW, Suite 600
Washington, DC 20036

Re: Freedom of Information Act Request NGC13-053

Dear Dr. Aftergood:

This is in response to your Freedom of Information Act (FOIA) request of December 18, 2012. Your request was received in this office on that date, and assigned tracking number NGC13-053. You requested a copy of a Memorandum of Understanding between NARA and NGA concerning the declassification and transfer of imagery from the KH-9 satellite.

I am releasing to you the Memorandum of Agreement (MOA) between NARA and NGA concerning the imagery of the KH-9 satellite. We consulted with NGA about their equity in the MOA. NGA requested redactions on page 3 pursuant to 5 U.S.C. § 552(b)(6), personal privacy. The rest of the MOA is released.

For the redacted information, NGA provided this appeal language:

“If you are dissatisfied with this response to your request, you have the right to file an administrative appeal by writing to the address below and referencing 20130087C. Please provide a detailed reason for seeking reconsideration and enclose a copy of this letter with your appeal. Your appeal must be postmarked no later than 60 days after the date of this letter:

National Geospatial-Intelligence Agency
FOIA Requester Service Center
7500 GEOINT Drive, MS S01-EGM
Springfield, VA 22150-7500

If you choose not to appeal, but have questions about the way we handled your request, or about our FOIA regulations or procedures, please contact Helen Brownie Chapman, FOIA Program Manager, at 571-557-2987 or by email at Helen.B.Chapman@nga.mil.”

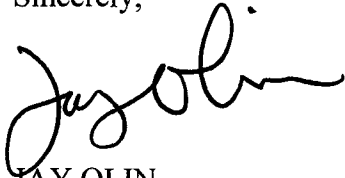
NATIONAL ARCHIVES *and*
RECORDS ADMINISTRATION

8601 ADELPHI ROAD
COLLEGE PARK, MD 20740-6001

www.archives.gov

You may appeal NARA's processing of your request by writing to the Deputy Archivist (ND), National Archives and Records Administration, College Park, MD 20740 within 35 calendar days and explain why you think our response does not meet the standards of the FOIA. Both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal." Please include the tracking number NGC13-053 in your appeal letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Olin". The signature is fluid and cursive, with a large initial "J" and "O".

JAY OLIN
NARA Deputy FOIA Officer
Office of General Counsel

Enclosure

UNCLASSIFIED//FOUO

**(U) MEMORANDUM OF AGREEMENT
BETWEEN THE
NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY
AND THE
NATIONAL ARCHIVES AND RECORDS ADMINISTRATION**

A. (U//FOUO) PURPOSE: This memorandum establishes an Agreement between the National Geospatial-Intelligence Agency (NGA) and the National Archives and Records Administration (NARA) (hereinafter the "Parties") on the physical transfer, preservation, and public access to declassified KH-9 (HEXAGON) panoramic camera system imagery and associated locational metadata. The Director of National Intelligence (DNI) approved the declassification of KH-9 (HEXAGON) panoramic camera imagery in February 2012.¹

B. (U) AUTHORITY: NGA enters into this Agreement under the authority of the National Security Act of 1947, as amended; the National Imagery and Mapping Agency Act of 1996, as amended; and other applicable provisions of law. NARA enters into this Agreement under the authority of The Federal Records Act of 1950, as amended.

C. (U) APPLICABILITY: This Agreement applies only to the issues identified herein. Nothing in this Agreement is intended or shall be construed to modify any previously or separately established agreement between NGA and NARA.

D. (U) RESPONSIBILITIES

1. (U) NGA shall:

- a. (U//FOUO) Ensure the physical transfer to NARA of materials that fall within the scope of this Agreement, including the applicable imagery and associated locational metadata.
- b. (U//FOUO) Ensure all materials remain classified until accession to NARA.
- c. (U//FOUO) For each shipment of imagery accessioned to NARA, provide a DNI declassification authorization memorandum establishing the date of declassification.
- d. (U//FOUO) Deliver the original imagery and associated finding aids to a location determined by NARA.
- e. (U//FOUO) Transmit the metadata associated with finding aids in flat ASCII, delimited file format.
- f. (U//FOUO) Provide administrative support for declassification press event(s) at NGA's Springfield, Virginia facility once the materials have been accessioned to NARA and made ready at the Special Media Archives Services Division Facility.

¹ (U) DNI memorandum, *Declassification of KH-9 (HEXAGON) Panoramic Camera Imagery*, E/S 00036, 16 February 2012

UNCLASSIFIED//FOUO

2. (U) NARA shall:

- a. (U//FOUO) Ensure that no materials are made available to the public until the DNI authorizes declassification, pursuant to section D.1.c above.
- b. (U) Be responsible for providing public access to the declassified imagery.
- c. (U) Serve as the Freedom of Information Act agency of record for the imagery, upon accession.
- d. (U//FOUO) Provide the permanent repository for original negatives of the film and the indexing information (for example, finding aids such as mission coverage plots.) The public will be able to access the imagery data and finding aids after the imagery has been officially declassified.
- e. (U) Receive shipments of the materials prior to any press event.
- f. (U//FOUO) Provide the Intelligence Community with original negatives as soon as practicable in accordance with NARA's loan regulations at 36 CFR, Part 1228.

E. (U) **IMPLEMENTATION AND ISSUE RESOLUTION:** The officials listed in section H below shall work together to implement this Agreement, and expedite the resolution of any issues that may arise during implementation. If they are unable to resolve an issue within 10 business days of its identification, the issue shall be jointly referred to the undersigned.

F. (U) **FUNDING:** NGA shall fund any NGA-incurred costs associated with the implementation of this Agreement. NARA shall fund any NARA-incurred costs associated with the implementation of this Agreement.

G. (U) **GENERAL PROVISIONS**

1. (U) Nothing in this Agreement is intended or shall be construed to limit or affect in any way the authority or legal responsibilities of the Parties.
2. (U) Nothing in this Agreement is intended or shall be construed to obligate the Parties to any current or future expenditure of resources in advance of the availability of appropriations from Congress.
3. (U) The mission requirements or other priorities of the Parties may affect their ability to fully implement all of the provisions of this Agreement.
4. (U) Specific activities implemented pursuant to this Agreement that involve the transfer of funds, services, or property between the Parties will require the execution of separate agreements.

H. (U) DESIGNATED REPRESENTATIVES

1. (U) NGA

a. [Redacted] FOIA (b) (6)

b. [Redacted] FOIA (b) (6)

Access Coordinator

2. (U) NARA

a. (U) ^{Ann} Susan Cummings, Senior Supervisor (Acting), Archives Operations, Office of Research Services, ~~Susan.Cummings@nara.gov~~ 301-837-1636

Ann.Cummings@nara.gov

b. (U) Deborah Lelansky, Supervisory Archivist, Special Media Archives Services Division, Office of Research Services, ~~Deborah.Lelansky@nara.gov~~ 301-837-1911

301-837-1932

I. (U) DURATION AND MODIFICATION: This Agreement shall remain in force for five years, or until terminated by either Party with 180 days written notice to the other Party. This Agreement shall be jointly reviewed upon request by either Party, and may be modified by mutual written consent of the undersigned.

J. (U) EFFECTIVE DATE: This Agreement becomes effective upon signature.

Regina A. Genton
Regina A. Genton
Chief Operating Officer
National Geospatial-Intelligence Agency

9.17.12
Date

Thomas E. Mills
Thomas E. Mills
Chief Operating Officer
National Archives and Records Administration

11-20-12
Date