

AGREEMENT ON THE SAFEGUARDING OF AND ACCESS TO UNITED STATES ARMY-ORIGINATED PAPERS CONTAINING CLASSIFIED DEFENSE INFORMATION DEPOSITED WITH THE GEORGE C. MARSHALL RESEARCH FOUNDATION, LEXINGTON, VIRGINIA.

WHEREAS, the George C. Marshall Research Foundation was incorporated in 1953 to receive and maintain the papers of General Marshall and other documents related to his career as a soldier and diplomat; and

WHEREAS, these private papers have been deposited in the Library of the George C. Marshall Research Foundation; and

WHEREAS, it is essential to safeguard the interests of the Government of the United States in the classified defense information contained in the Army-originated documents included among the above-mentioned private papers;

Now, therefore, the Department of the Army (hereinafter referred to as "the Department") and the George C. Marshall Research Foundation (hereinafter referred to as "the Foundation") agree as follows:

1. The Foundation agrees to exercise due care to administer properly classified defense information in Army-originated papers (hereinafter referred to as "the Papers"). When unattended by properly authorized, security-cleared, designated employees of the Foundation, the Papers will be kept in a security vault approved by the Department. The Department is authorized to inspect the vault periodically to determine its state of physical security and whether other security procedures for safeguarding the classified defense information in the Papers are adequate, since the National Defense of the United States requires that classified defense information be uniformly protected against unauthorized disclosure. With this key objective in mind, the Foundation agrees to:

a. Establish at the earliest date, in cooperation with the Department, a control register of each TOP SECRET document and semiannually inventory all its TOP SECRET documents.

b. Reproduce, discuss, or disseminate classified information only as authorized in paragraphs 2 and 3 of this Agreement.

c. Remove from the Marshall Research Library building no classified defense information. The Department agrees to provide courier or other appropriate services to transmit classified defense information between the Foundation and the Department as provided in paragraph 5 of this agreement.

d. Provide for the signing of a security termination statement by each security-cleared employee who terminates his employment with the Foundation; and immediately thereafter, arrange for changing the combination of the vault lock.

e. Report immediately to the Department the compromise of any classified defense information.

f. Seek the guidance of the Department on any other security matter on which advice may be necessary.

2. The Department agrees to permit designated employees of the Foundation, who are security-cleared by the Department, to have continuing access to the Papers. The Foundation agrees that such employees will be directed not to release any classified defense information from the Papers without the written approval of the Department.

3. The Department agrees to permit, on the recommendation of the Foundation through employees designated in paragraph 2 above, researchers who are security-cleared and approved by the Department, to have access to classified defense information in certain of the Papers involving a specific research project.

4. The Foundation agrees to carry out actions prescribed in this Agreement, similar to those performed by custodians of classified records, especially policies and procedures governing the processing of applications for unofficial historical research in classified Army records. These actions include the following:

a. After a researcher's application for access to classified defense information in Army-originated Papers is approved by the Foundation, the Foundation agrees to refer the application to the Department, ATTENTION: AGAR-S for necessary action.

b. The Foundation through the designated employees agrees to review applications to use Department of the Army files and act on them as indicated below. For this purpose the Department agrees to provide the Foundation copies of appropriate Department of the Army forms which the Foundation may use to carry out these actions.

(1) Describe briefly the records in the custody of the Foundation pertinent to the research project, indicating the volume and security classification of these records.

(2) Include any other comments that may assist the Department in processing the application.

(3) Return the appropriate forms to the Department.

c. The Department agrees to notify the Foundation of the Department's decision on each access request submitted.

d. On approved projects, the researcher is authorized to take notes from classified defense information in the Papers. The Foundation agrees to require him to follow the following format - to facilitate their review and clearance:

(1) Type notes on letter size paper (8" x 10-1/2"), using only one side of sheet. Each sheet of notes will pertain to not more than one document.

(2) Indicate at the top of each note made from a classified document, the origin of the document used, its date, subject, folder number or identification, file location, and security classification.

(3) Number each sheet of notes consecutively.

(4) Leave the last 3 inches on the bottom of each sheet of notes blank for use by reviewing authorities.

(5) Prepare and maintain classified notes separately from unclassified notes.

e. The Foundation through its designated employees agrees to safeguard the classified notes in the Marshall Research Library building and insure that they are not removed by researchers. Such notes will be safeguarded as classified defense information until declassified.

f. The Foundation agrees to forward the classified notes made from Army records to the Department, ATTENTION: AGAR-S, for declassification review. When the security review has been completed the notes which have been declassified will be returned to the researcher by the Department. Notes or portions thereof which cannot be declassified will be retained by the Department.

5. The Department agrees to review periodically for possible declassification - within the limits of its resources and within its schedule of priorities - as requested by the Foundation, any of the Papers submitted to it by the Foundation. Papers will be returned to the Foundation immediately after their review.

6. The Foundation agrees to permit officials of the Department to examine any of the Papers in the Marshall Research Library building for official Army purposes, as requested by the Department.

7. The Department and the Foundation agree that liaison between them on any and all of the above-cited matters and any other matters related thereto, involving the Papers will be carried out by the officials designated below, or their designated representatives:

FOR THE GEORGE C. MARSHALL RESEARCH FOUNDATION:

FOR THE DEPARTMENT:

Director

Chief, Office Management Division

Archivist-Librarian

Chief, Systems Branch, Office Management Division

Box 831
Lexington, Virginia 24450

Office Management Division
Administrative Services
Directorate
The Adjutant General's Office
Department of the Army
Washington, D. C. 20310

WITNESS the following signatures this 9th day of November 1967.

GEORGE C. MARSHALL RESEARCH FOUNDATION

By Wm. H. Bradley

DEPARTMENT OF THE ARMY

By Kenneth G. Wickham
KENNETH G. WICKHAM
Major General, USA
The Adjutant General