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NATIONAL SECURITY AGENCY
CENTRAL SECURITY SERVICE
FORT GEORGE G. MEADE, MARYLAND 20755-6000

FOIA Case: 65795
23 January 2012

Mr. John Greenewald, Jr.



Dear Mr. Greenewald:

This responds to your Freedom of Information Act (FOIA) request of 22 June 2009 to the National Reconnaissance Office for "all Memorandums of Understanding (MOUs) and Comity agreements at the NRO since the date of the original FOIA case in 2003." A copy of your request is enclosed. The NRO referred one NSA-NRO jointly originated document (3 pages) to the National Security Agency/Central Security Service (NSA/CSS) on 9 November 2011 (NRO Case Number F09-0095) for our review and direct response to you. This referral has been assigned case number 65795.

The document has been reviewed by this Agency as required by the FOIA and is enclosed.

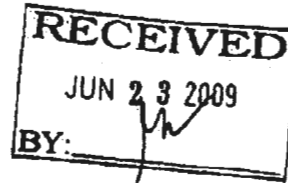
Sincerely,

for *Sally A. Nicholson*

PAMELA N. PHILLIPS
Chief
FOIA/PA Office

Encls
a/s

From: John Greenewald, Jr. [john@greenewald.com]
Sent: Monday, June 22, 2009 7:21 PM
To: FOIA
Subject: FOIA REQUEST



Dear Sir,

This is a non-commercial request made under the provisions of the Freedom of Information Act 5 U.S.C. 552. Pursuant to the U. S. OPEN Records Act of 2007, my FOIA requester status as a "representative of the news media" -- a status entitling me to an unlimited search processing my request, and the first 100 pages free of charge. For examples of my various publication credits in this regard, I refer you to my radio network, and my own personal radio show (syndicated on FM and AM stations) at <http://www.blackvaultradio.com>. My internet website <http://www.theblackvault.com> which holds a vast government document database, along with many freelance articles that I have written, which have also been published in magazines and websites, including OpEdNews.com, UFO Magazine, FATE Magazine, and others. (Please note: I understand the appeal on my status is still being processed)

Additionally, I agree to pay fees up to ten dollars.

Please reference case number F09-0075, in which I was supplied copies of all MOUs for the NRO previously released after an appeal was filed. Firstly, I appreciate your response and attention to that case, and appreciate the documents.

By the wording of it, it appears that the case only yielded the MOUs from that appeal, and none that may have been generated thereafter. With that said, I would like to file another FOIA request for all Memorandums of Understanding (MOUs) and Comity Agreements at the NRO since the date of this original FOIA case in 2003.

Thank you so much for your time, and I am very much looking forward to your response. Please know that electronic delivery of the requested material or correspondence related to this case is preferred and accepted in lieu of paper copies via snail mail.

Sincerely,

John Greenewald, Jr.
[Redacted]
[Redacted]

6/23/2009

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL SECURITY AGENCY'S
OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY
AND
THE NATIONAL RECONNAISSANCE OFFICE'S, OFFICE OF EQUAL
EMPLOYMENT OPPORTUNITY AND DIVERSITY MANAGEMENT
FOR
EQUAL EMPLOYMENT OPPORTUNITY
COMPLAINT PROCESSING**

I. (U) REFERENCES

Title 29 of the Code of Federal Regulations § 1614 (as amended).

II. (U) PURPOSE

(U) This Memorandum of Understanding (MOU) between the National Security Agency (NSA)'s Office of Equal Employment Opportunity (OEEO) and the National Reconnaissance Office (NRO)'s Office of Equal Employment Opportunity and Diversity Management (OEEO/DM) delineates the mutual support which the offices agree to provide to one another when equal employment opportunity (EEO) complaints are processed on behalf of one of the signatories to this MOU. This MOU sets forth the authority by which NSA and NRO EEO Offices may process EEO complaints on behalf of the other agency where a conflict of interest actual or perceived, or other concern arises. The parties to this agreement recognize that providing for a timely, objective, and fully compliant process for addressing complaints of discrimination is in the best interest of both organizations.

III. (U) RESPONSIBILITIES

(U) It is understood that either party, or both, may have responsibilities in cases involving employees of NSA or the NRO assigned to the other organization.

A. (U) The NSA OEEO will:

1. process EEO complaints, as set forth in Title 29 of the Code of Federal Regulations § 1614 (as amended), on behalf of the NRO OEEO/DM where NRO's processing of the complaint may pose a conflict of interest or other concern;
2. utilize TSSI cleared Counselors and/or Investigators to process complaints;

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Approved for Release by NSA on 01-13-2012,
FOIA Case # 65795

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3. on a case by case basis, inform the NRO OEEEO/DM of the processing needed for a case (e.g., counseling, investigation, FAD preparation, etc.); and
4. inform the NRO OEEEO/DM of the status of a complaint processed on its behalf on a periodic basis and at the completion of all required actions involving a discrimination claim or complaint.

B. (U) The NRO OEEEO/DM will:

1. process EEO complaints, as set forth in 29 C.F.R. § 1614 (as amended), on behalf of the NSA OEEEO where NSA's processing of the complaint may pose a conflict of interest or other concern;
2. utilize TSSI cleared Counselors and/or Investigators to process complaints;
3. on a case by case basis, inform the NSA OEEEO of the processing needed for a case (e.g., counseling, investigation, FAD preparation, etc.); and
4. inform the NSA OEEEO of the status of a complaint processed on its behalf on a periodic basis and at the completion of all required actions involving a discrimination claim or complaint.

IV. (U) FUNDING

A. (U) Any services rendered under this Agreement will be made on a reimbursable basis and each agency will calculate fees owed following standard accounting procedures.

B. (U) FUNDS AND MANPOWER: Except to the extent specifically provided herein, this MOU does not authorize the transfer or exchange of funds or manpower between the NSA OEEEO and the NRO OEEEO/DM.

C. (U) AVAILABILITY OF FUNDS: The obligations of the NSA OEEEO and the NRO OEEEO/DM under this agreement are subject to the availability of appropriated funds. Nothing in this MOU will be interpreted to require a violation of the Anti-Deficiency Act, 31 U.S.C. 1341 and 1517. No appropriated funds are obligated by this agreement. The cost of investigations will be computed in accordance with the General Services Administration EEO Services Schedule for Investigation of Discrimination Complaints and Preparation of Reports of Investigation (SIN 595-1, 2, 3, 5, 6, 7, 9, 18).

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V. (U) POINTS OF CONTACT

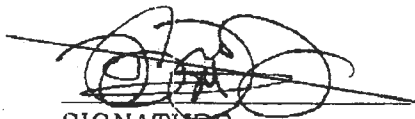
(U) The NSA OEEO point of contact for this MOU is the Chief, Office of Discrimination Complaints, D61, OEEO, Suite 6251, 9800 Savage Road, Fort Meade, Maryland 20755-6251, (301) 688-7428. The NRO OEEO/DM point of contact for this MOU is the Director, Office of Equal Employment Opportunity and Diversity Management, National Reconnaissance Office, 14675 Lec Road, Chantilly, Virginia 20151-2715. (703) 808-3530.

VI. (U) LEGAL GUIDANCE AND DETERMINATIONS

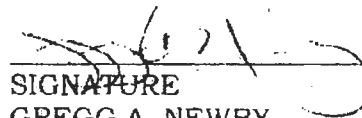
(U) Each OEEO will be responsible for obtaining legal guidance regarding the processing of complaints of discrimination. Each Agency will make a determination regarding the responsibility for litigating its own cases where a hearing is requested or a case has been appealed.

VII. (U) TERMINATION/REVIEW

(U) This MOU shall remain valid until modified or rescinded by mutual agreement in writing, and shall be reviewed every two years. This MOU may be unilaterally terminated upon written notice by either party to the other.



SIGNATURE
JOSEPH JACKSON
Acting Director
OEEO/DM
NRO



SIGNATURE
GREGG A. NEWBY
Acting Director
OEEO
NSA

NOV 16 2005

DATE

9 November 2005

DATE