

Exhibit BBB



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THE DIRECTOR
CENTRAL INTELLIGENCE AGENCY
WASHINGTON, D.C. 20505

27 June 2013

MEMORANDUM FOR: The Honorable Dianne Feinstein
The Honorable Saxby Chambliss

SUBJECT: (S) CIA Comments on the Senate Select
Committee on Intelligence Report on the
Rendition, Detention, and Interrogation Program

Chambliss Feinstein,
~~(S)~~ I appreciate the opportunity for the Central Intelligence Agency to comment on the Senate Select Committee on Intelligence's Study of the Agency's long-terminated Rendition, Detention, and Interrogation Program (hereafter referred to as the "Study"). As I noted during my confirmation hearing and in subsequent discussions with you and with Committee members, the lengthy Study deserved careful review by the Agency in light of the significance and sensitivity of the subject matter and, of particular concern, the serious charges made in the Study about the Agency's performance and record.

2. ~~(S)~~ As you know, one of the President's first acts in office more than four years ago was to sign Executive Order 13491, which brought to an end the program that is the subject of the Committee's work. In particular, the President directed that the CIA no longer operate detention facilities and banned the use of all interrogation techniques not in the Army Field Manual. Thus, before getting into the substance of the CIA's review of the Study, I want to reaffirm what I said during my confirmation hearing: I agree with the President's decision, and, while I am the Director of the CIA, this program will not under any circumstances be reinitiated. I personally remain firm in my belief that enhanced interrogation techniques are not an appropriate method to obtain intelligence and that their use impairs our ability to continue to play a leadership role in the world.

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- ~~(S//OC/NF)~~ In addition to OIG investigations and criminal prosecutions—including an extensive, multi-year investigation of RDI activity by a Department of Justice special prosecutor, which involved the review of more than 100 detainee cases—CIA convened six accountability proceedings, either at the directorate or higher level, from 2003 to 2012.
- ~~(S//OC/NF)~~ In total, these reviews assessed the performance of 30 individuals (staff officers and contractors), and 16 were deemed accountable and sanctioned. This included administrative actions against CIA officers who engaged in unauthorized interrogation techniques as well as against officers involved in the detention of detainees who did not meet the required standard for Agency detention.
- ~~(S//OC/NF)~~ The OIG conducted two separate major reviews and at least 29 separate investigations of allegations of misconduct. Some of these reviews were self-initiated by Agency components responsible for managing the program. CIA made numerous referrals to the OIG relating to the conduct of Agency officers and their treatment of detainees, during the life of the program as well as after.
- ~~(U//FOUO)~~ CIA took corrective action both in response to OIG recommendations and on its own initiative. And when actions appeared to violate criminal prohibitions, referrals were made to the Department of Justice.

31. ~~(S//OC/NF)~~ All this oversight did, in fact, lead to tensions between CIA leaders and the OIG, owing to the sheer number of investigations underway and some concerns within the workforce about the impact on mission achievement and about the OIG's objectivity. But the dialogue that ensued did not inhibit the OIG from conducting its mission and resulted in recommended changes to the OIG's own practices that Inspector General Helgeson embraced in 2008.

32. **Contractors.** The *Study* correctly points out that the propriety of the multiple roles performed by contracted psychologists—particularly their involvement in performing interrogations as well as assessing the detainees' fitness and the effectiveness of the very techniques they had devised—raised concerns and prompted deliberation within CIA, but it fails to note that at least some of these concerns were addressed. Early in 2003, Headquarters promulgated guidance on the scope of the contractor psychologists' involvement in individual interrogations. It affirmed that no contractor could issue the psychological assessment of record.

- ~~(TS//NF)~~ We acknowledge that the contract for the company that the two psychologists formed, ~~_____~~ called on them to evaluate the effectiveness of the techniques they had devised, thereby creating a conflict. CIA has since taken steps to ensure that our

contracts do not have similar clauses with the contractors grading their own work.

- ~~(TS//NF)~~ The *Study's* citation of the cost of [REDACTED] contract requires clarification. Although the *potential* "value" of the contract was in excess of \$180 million if all options had been exercised, in fact the firm was actually paid less than half of that by the time the contract was terminated in 2009.
- ~~(TS//NF)~~ The *Study's* assertion that the two psychologists had "no relevant experience" is incorrect. [REDACTED] had the closest proximate expertise available to CIA at the time the program was authorized. They had [REDACTED] years of experience, respectively, with the US Air Force's Survival Evasion Resistance and Escape training program, where each of them had served as [REDACTED]. In addition, [REDACTED] had conducted academic research and written a number of research papers on such topics as resistance training, captivity familiarization, and learned helplessness.

33. ~~(TS//NF)~~ **Monetary Costs.** The *Study* suggests that CIA acted improperly when it made lump-sum payments to foreign government officials to encourage governments to clandestinely host detention sites, in some cases without requiring [REDACTED] Inducement payments [REDACTED] are neither unusual nor improper.

- ~~(S//OC/NF)~~ CIA has statutory authority to make subsidy payments to foreign officials without requiring the receiving governments to provide [REDACTED] CIA accounted for funds in the RDI program internally according to required procedures.

34. ~~(S//OC/NF)~~ **Relations with Partners.** In its assessment of the costs of the program, the *Study* cites "tensions with US partners and allies" and "damage to bilateral intelligence relationships with nations unwilling to provide intelligence that might contribute to CIA detention and interrogation operations." It is certainly true that CIA, as did the US Government as a whole, called on allies and friends after 9/11 to assist in a variety of ways in the fight against international terrorism. It is also true that leaks resulted in varying amounts of domestic fallout in these countries. However, the assessment of our own political analysts who had no connection to the program, as well as contemporaneous diplomatic reporting, do not support the conclusion that the leaks "strained relations" between the US and its partners. [REDACTED]

35. ~~(S//NF)~~ The *Study* also incorrectly characterizes the impact on our relationship with liaison partners who could not help in this area. CIA is occasionally

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- ~~(S//OC/NF)~~ We acknowledge that the Agency erred in permitting the contractors to assess the effectiveness of enhanced techniques. They should not have been considered for such a role given their financial interest in continued contracts from CIA.

~~(TS//NF)~~ Conclusion 17 is incorrect, however, in asserting that the contractors selected had no relevant experience. As the *Study* notes elsewhere, [REDACTED] had [REDACTED] years of experience, respectively, with the US Air Force's Survival Evasion Resistance and Escape (SERE) training program, where each of them had served as [REDACTED]. In addition, [REDACTED] had conducted academic research and written a number of research papers on such topics as resistance training, captivity familiarization, and learned helplessness—all of which were relevant to the development of the program. [REDACTED] had the closest proximate expertise CIA sought at the beginning of the program, specifically in the area of *non-standard means of interrogation*. Experts on traditional interrogation methods did not meet this requirement. Non-standard interrogation methodologies were not an area of expertise of CIA officers or of the US Government generally. We believe their expertise was so unique that we would have been derelict had we not sought them out when it became clear that CIA would be heading into the uncharted territory of the program.

~~(TS//NF)~~ Conclusion 17's assertion that we "outsourced" the program is likewise flawed. Although the company that the two psychologists formed, [REDACTED] did take on a fairly comprehensive set of responsibilities, including interrogation services, security teams for facilities, and training, all of that work was closely managed by CIA staff officers pursuant to policy guidelines and oversight from Headquarters managers. Their role also served as tacit acknowledgement that interrogating detainees and managing internment facilities would not be a long-term CIA core mission.

- ~~(TS//NF)~~ The *Study's* citation of the value of [REDACTED] contract is requires clarification. Although the value of the contract would have been in excess of \$180 million if all options had been exercised, in fact the firm was actually paid about \$81 million by the time the contract was terminated in 2009.

~~(TS//NF)~~ The *Study* implies that there was something unusual and nefarious in CIA's indemnification of [REDACTED] which protected the company and its employees from legal liability arising out of their work on the RDI program. In fact, the need and value of indemnification provisions for private corporations that assist the Government in achieving its national security priorities are widely recognized, including in the Detainee Treatment Act and the FISA Amendments Act. Without such agreements, it would be difficult and ultimately more expensive to find quality firms willing to take on difficult tasks that bear greater than usual legal risk.

- ~~(TS//NF)~~ The terms of the indemnification agreement with [REDACTED] ensured that it was in the Government's best interest. The agreement set a overall monetary cap, and excluded indemnification for gross negligence or intentional misconduct, lost profits, damages to reputation, or any legal fees or fines resulting from a final adjudication of guilt of any criminal offense in any US federal or state court.

~~(TS//NF)~~ Finally, the *Study* notes that CIA employees were lured away to work for [REDACTED]. That is true, but this phenomenon was not unique to that firm. Government

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