

Intelligence Secrets at the Jet Propulsion Laboratory (JPL)?

JPL is NASA division that is primarily responsible for planetary exploration programs. This includes the Mars Rovers: Spirit & Opportunity, and the satellites orbiting Mars: Odyssey and Global Surveyor. These do not sound like national security matters, but our government believes that some things relating to JPL's work are "Top Secret." Some of JPL's work, for example, space craft control techniques, are legitimate items of national security. The knowledge required to land a rover on Mars could certainly be used to land a warhead on earth with some precision. However, the categories of classified information that JPL is authorized to access, appear to go far beyond JPL's stated mission and **include nuclear weapon designs**.

Readers of the XenotechResearch.com website are aware that there are many reasons to believe that NASA/JPL are not revealing everything they know about the astounding discoveries on Mars. There may be many at NASA/JPL who would like to end the secrecy and reveal all, but are they legally free to do so? While we cannot be certain of the secret workings of any government organization (that's why we call them "secret"), we know that there are several means available that could be used to prevent employees or contractors of NASA/JPL from telling what they know. One method is simply to make keeping certain things secret "a condition of employment." The threat is that anyone who reveals the information will be fired and will probably never be able to work on NASA related matters again. For someone whose specialty is space related, being fired or barred from consulting with NASA is a career-ending event.

A somewhat higher level of coercion can be achieved by having the individual sign a contract promising not to reveal the information – a non-disclosure agreement. Breach of this agreement would again certainly result in being fired, but additionally could be used to prevent prior employees from revealing secrets by obtaining a court injunction barring the person from releasing the information under threat of fines and jail for contempt of court. The CIA has used this type of contract in lawsuits against former employees. The U.S. Supreme Court upheld the CIA's employment contract with Frank Snepp which required him to submit materials to the agency for review prior to publication. Snepp's failure to follow the contract requirements resulted in his loss of all profits from his book and an injunction against any future violations. Snepp's book related to the Vietnam war and he argued that the First Amendment's guarantee of freedom of speech superceded the contract. The Supreme Court disagreed. (See Snepp v. U.S., 444 U.S. 507, 1980). Scientists are not generally wealthy people and most would find it to be a difficult decision to risk an expensive legal battle.

The third means of enforcing secrecy is the most powerful of all: **national security classification of the information. JPL has access to a broad range of "Top Secret" classified information.** The Jet Propulsion Laboratory (JPL) is operated by the California Institute of Technology under a contract with NASA. Prior to the creation of NASA in 1958, JPL was under the control of the U.S. Army. It is clear that JPL has access to Top Secret information from the master contract between NASA and California Institute of Technology (NAS7-03001) for the operation of JPL. The contract was

obtained from JPL pursuant to a request under the Freedom of Information Act (FOIA). Like most contracts it deals with the boring details of the relationship and obligations of the parties. For this discussion, the critical point of the contract is that it brings JPL under the umbrella of secrecy associated with national security. The contract includes form DD 254 (as attachment F, page 159 of Mod. 1) which indicates that JPL “requires access to” a list of “Top Secret” materials including:

- Critical Nuclear Weapons Design Information
- NATO Information
- Foreign Government Information
- Intelligence Information including Sensitive Compartmented Information (SCI).

And critically important:

JPL is authorized to generate Top Secret classified material.

10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a.	COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>		a.	HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>
b.	RESTRICTED DATA	<input checked="" type="checkbox"/>		b.	RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c.	CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input checked="" type="checkbox"/>		c.	RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	
d.	FORMERLY RESTRICTED DATA	<input checked="" type="checkbox"/>		d.	FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	
e.	INTELLIGENCE INFORMATION	<input checked="" type="checkbox"/>		e.	PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>
	(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>		f.	HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/>	
	(2) Non-SCI	<input checked="" type="checkbox"/>		g.	BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>	
f.	SPECIAL ACCESS INFORMATION	<input checked="" type="checkbox"/>		h.	REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	
g.	NATO INFORMATION	<input checked="" type="checkbox"/>		i.	HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>	
h.	FOREIGN GOVERNMENT INFORMATION	<input checked="" type="checkbox"/>		j.	HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	
i.	LIMITED DISSEMINATION INFORMATION	<input checked="" type="checkbox"/>		k.	BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	
j.	FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l.	OTHER (Specify)		
k.	OTHER (Specify)						

DD FORM 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE.

Sections 10 and 11 from Form DD 254, NASA Contract for JPL.

The contract does not require or specifically authorize JPL to classify any planetary data as Top Secret. It is difficult to imagine how any image of Mars or spectrographic data for an object on Mars could reasonably be considered national security related, and I am not aware of JPL having refused to release any planetary data on the basis that it is classified.

On the other hand why does planetary exploration require critical nuclear weapon design information? US taxpayers and voters may also wonder what JPL needs that is described as Foreign Government Information or SCI Intelligence Information. These categories do not sound like labels for scientific data. In the “About JPL” page on their website http://www.jpl.nasa.gov/about_JPL/ and the most recent annual report <http://www.jpl.nasa.gov/annualreport/2003-report.pdf> there is no hint of any activity that would explain why JPL needs to have broad access to secret intelligence or nuclear weapon designs.

The JPL contract raises many questions, including: **What does JPL produce that is Top Secret?**

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Attorneys who are interested in providing *pro bono* help with FOIA requests and litigation are invited to contact Marlin at marlinknight@earthlink.net.