

Department of Justice
Washington 20530

SEP 12 1977

Honorable Harold M. Williams
Chairman
Securities and Exchange Commission
Washington, D.C. 20549

Dear Mr. Chairman:

Reference is made to our previous correspondence relative to cooperation with foreign authorities in the Lockheed matter.

Pakistani authorities have sought similar cooperation in connection with their investigation into alleged illegal sales activities in Pakistan on the part of the Lockheed Aircraft Corporation and the Boeing Company and a formal agreement was signed September 9, 1977 between this Department and the Ministry of Interior, Government of Pakistan, a copy of which is enclosed. The Department will be pleased to receive from the Commission the information and materials pertaining to the sales activities of the Lockheed Aircraft Corporation and the Boeing Company in Pakistan which the Commission has developed in its investigation for transmission under the terms of the agreement to the Pakistani authorities.

Very truly yours,

Benjamin R. Civiletti
Assistant Attorney General
Criminal Division

By:

John C. Keeney
Deputy Assistant Attorney General
Criminal Division

AGREEMENT ON PROCEDURES FOR MUTUAL ASSISTANCE
BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE
AND THE MINISTRY OF INTERIOR, GOVERNMENT OF
PAKISTAN, IN CONNECTION WITH MATTERS RELATING
TO THE LOCKHEED AIRCRAFT CORPORATION AND THE
BOEING COMPANY

The United States Department of Justice and the Ministry of Interior, Government of Pakistan, hereinafter referred to as “the parties”, confirm the following procedures in regard to mutual assistance to be rendered to agencies with law enforcement responsibilities in their respective countries with respect to alleged illicit acts pertaining to the sales activities in Pakistan of the Lockheed Aircraft Corporation and The Boeing Company, and their subsidiaries and affiliates:

1. All requests for assistance shall be communicated between the parties through the diplomatic channel, unless otherwise agreed.
2. Upon request, the parties shall use their best efforts to make available to each other relevant and material information, such as statements, depositions, documents, business records, correspondence or other materials, available to them concerning alleged illicit acts pertaining to the sales activities in Pakistan of the Lockheed Aircraft Corporation and The Boeing Company, and their subsidiaries and affiliates.
3. Such information shall be used exclusively for purposes of investigation conducted by agencies with law enforcement responsibilities and in ensuing criminal, civil and administrative proceedings, hereinafter referred to as “legal proceedings”.
4. Except as provided in paragraph 5, all such information made available by the parties pursuant to this Agreement, and all correspondence between the parties relating to such information and to the implementation of this Agreement, shall be kept confidential and shall not

be disclosed to third parties or to government agencies having no law enforcement responsibilities. Disclosure to other agencies having law enforcement responsibilities shall be conditioned on the recipient agency's acceptance of the terms set forth herein.

In the event of breach of confidentiality, the other party may discontinue cooperation under this Agreement.

5. Information made available pursuant to this Agreement may be used freely in ensuing legal proceedings in the requesting state in which an agency having law enforcement responsibilities is a party, and the parties shall use their best efforts to furnish the information for purposes of such legal proceedings in such form as to render it admissible pursuant to the rules of evidence in existence in the requesting state, including, but not limited to, certifications, authentications, and such other assistance as may be necessary to provide the foundation for the admissibility of evidence.

6. The parties shall give advance notice and afford an opportunity for consultation prior to the use, within the meaning of paragraph 5, of any information made available pursuant to this Agreement.

7. Upon request, the parties agree to permit the interviewing of persons in their respective countries by law enforcement officials of the other party, provided advance notice is given of the identity of the persons to be interviewed and of the place of the interview. Representatives of the other party may be present at such interviews. The parties will assist each other in arranging for such interviews and will permit the taking of testimony or statements or the production of documents and other materials in accordance with the practice or procedure of the requesting state.

The requesting party shall not pursue its request for an interview or for the production of documents and other materials if the requested party considers that it would interfere with an ongoing investigation or proceeding being conducted by the authorities of the requested state.

8. The parties shall use their best efforts to assist in the expeditious execution of letters rogatory issued by the judicial authorities in connection with any legal proceedings which may ensue in their respective countries.

9. The assistance to be rendered to a requesting state shall not be required to extend to such acts by the authorities of the requested state as might result in the immunization of any person from prosecution in the requested state.

10. All assistance by a requested state will be performed subject to all limitations imposed by its domestic law. Execution of a request for assistance may be postponed, denied, or made subject to conditions to be agreed upon, if execution would interfere with an ongoing investigation or legal proceeding in the requested state.

11. Nothing contained herein shall limit the rights of the parties to utilize for any purpose information which is obtained by the parties independent of this Agreement.

12. The mutual assistance to be rendered by the parties pursuant to this Agreement is designed solely for the benefit of their respective agencies having law enforcement responsibilities and is not intended or designed to benefit third parties or to affect the admissibility of evidence under the laws of either the United States or of India.

13. An extension of this Agreement to similar cases where investigations are conducted or contemplated by both the United States Department of Justice and by the Ministry of Interior, Government of Pakistan, could be accomplished by an exchange of letters between the parties.

14. This Agreement shall enter into force on the date of its signature.

Done at Washington, D.C. this 9th day of September, 1977, in two originals.

For the United States
Department of Justice:

For the Ministry of Interior,
Government of Pakistan

BENJAMIN R. CIVILETTI
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ZAFAR IQBAL RATHORE
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