

SEP 19 1966

FOR GOVERNMENT USE ONLY

Hon. William R. Norwood  
High Commissioner of the Trust Territory  
of the Pacific Islands  
Saipan, Mariana Islands

Dear Mr. Norwood:

I have just sent you the following radiogram:

"Peace Corps has just provided us with copy operating agreement signed by Jack Vaughn. We note several changes from agreement drafted and signed by you here in July. Unless you have signed, urge you postpone doing so until our airmail letter today's date reaches you."

If you have already read and signed the agreement, or if you are aware that changes were made in it and you find them unobjectionable, or if the changes were in any manner discussed with you, you need not read further. Certainly our understanding here has been that we would not second-guess your judgment as to what ought to be in the agreement. You will recall our meeting in Under Secretary Carver's office in which this was made clear.

But in the event that the instrument awaits your signature, I would like to call your attention to modifications in it effected at the Peace Corps without either consultation with or notice to us. I am enclosing a photographed copy of the version which you drafted here, which was then typed in a form suitable for signature, and which, with one change noted below, you signed. (All other handwritten changes on the enclosed version represent Peace Corps modifications.) It is my understanding that on July 21 you met to discuss the instrument in Mr. Robert Vaughan's office with Mr. Pritchard, among others. I was not present, but I further understand that, at Mr. Pritchard's request, you deleted language appearing at the bottom of page 1 and the top of page 2, and that you then initialed the deletion and signed the agreement and assumed that the Director of the Peace Corps would do likewise. (Of course Mr. Pritchard could not commit Jack Vaughn to signing and he did not purport to do so, although he did say that in his judgment the instrument you had signed would be acceptable to Mr. Vaughn.)

Soon thereafter you returned to Saipan and in due course began sending us frequent requests by radiogram that we importune the Peace Corps to cause the agreement to be signed. We then launched a many week program of telephoning Peace Corps representatives, on close to a daily basis, to urge them to urge Mr. Vaughn to turn to the matter. On September 8, my secretary received a telephone message from the Peace Corps saying the agreement had been signed and that a copy would be forthcoming. We notified you by radiogram on that date.

Rather late Friday, September 16, I received from the Peace Corps two photographed copies of the agreement which Mr. Vaughn had signed, which agreement the Peace Corps had classified "Limited Official Use". (I will return to the classification below.) There was no covering note or letter or other kind of explanation. I have since compared the version which you left with us on July 21, with the version Mr. Vaughn signed on September 8, and the differences are reflected by hand on the enclosed document. (Peace Corps' deletions are shown in brackets.) Some of the changes are clearly perfecting and genuinely nonsubstantive. Being wholly unaware of the motives of the draftsman in effecting other changes, I cannot say whether they are nonsubstantive or not. Some seem to me to effect genuine changes. Note, for example, the last paragraph of section 2, where in my judgment your authority in connection with Peace Corps training is for all real purposes eliminated. Note too the addition at the very end of section 7, which language had been in earlier versions and was dropped, I had understood, because we regarded it as undesirable. I will not at this time undertake to argue the possible substantive consequences of the several changes that have been made, but I would point out that the language could reasonably be construed to have resulted in genuine changes.

I am aware that you may have agreed to these changes, and if so, I will abandon this subject forthwith. But I cannot feel confident that you did agree to them, and if you did not, I am frankly appalled by what the Peace Corps has done. I telephoned the Peace Corps forthwith to ask whether these changes had been discussed with you, and as best I could understand the reply, it was that you had some time ago been informed that perfecting changes were being made. If that is all that you were told, I frankly find it grossly insufficient. My concern is, of course, that you might be expected to rely upon Peace Corps representations on this subject as being honest and complete, that you would assume that our colleagues in that agency are as honorable as we have found Government servants generally to be, that you would not be so suspicious as to compare versions, and that you would thus sign without full knowledge of what the instrument either says or might be construed to say.

I need not point out that the Office of Territories' interest in the agreement was well known to the Peace Corps and that we would have been more than willing at any point to talk with Peace Corps people about it. It never occurred to me, during my many conversations on the subject of getting it signed, that the Peace Corps would, without any notice to us at all, make changes in it. So I didn't ask, but next time I will. My long Government experience has obviously caused me to be too trusting.

Turning to the classification, I asked the Peace Corps why it had stamped the instrument "Limited Official Use". I was told that this was done because it did not seem to be appropriate for other than Government employees to have it. (I should have, but did not, ask whether PCV's are "Government employees" for this purpose, but I assume they are not, because this seems a matter of important principle to the Peace Corps.) I pointed out that you might well have need to make the instrument available to the Congress of Micronesia, or to other pertinent Micronesians, in order to indicate, among other things, that the Peace Corps agrees that you are in fact responsible for what goes on in the Trust Territory. But I did not pursue the point, believing that you might have agreed to the classification. I need hardly point out that, although this is the lowest form of classification, it is a real limitation on your power to refer publicly to the agreement.

Interior does not use the Limited Official Use classification, and I am thus labeling this letter For Government Use Only, since I understand that to be our nearest equivalent.

I need not say that I look forward to your reply. If my concerns stated above are well taken, we will want to be in further communication with the Peace Corps, but we must be sure of the facts before that is done.

Sincerely yours,

(Sd.) Mrs. Ruth G. Van Cleve

Mrs. Ruth G. Van Cleve  
Director

Enclosure

CC: Bob Vaughan

VanCleve:emw  
9/19/66

DEPARTMENT OF THE INTERIOR  
OFFICE OF TERRITORIES

VIA GOV'T RADIO

SEP 19 1966

FROM INTDEPT/OFCTERRITORIES  
TO HICOMTERPACIS SAIPAN  
INT CRNC

PEACE CORPS HAS JUST PROVIDED US WITH COPY OPERATING  
AGREEMENT SIGNED BY JACK VAUGHN. WE NOTE SEVERAL  
CHANGES FROM AGREEMENT DRAFTED AND SIGNED BY YOU  
HERE IN JULY. UNLESS YOU HAVE SIGNED, URGE YOU  
POSTPONE DOING SO UNTIL OUR AIRMAIL LETTER TODAY'S  
DATE REACHES YOU. VAN CLEVE SENDS.

(Sgd.) Mrs. Ruth G. Van Cleve  
MRS. RUTH G. VAN CLEVE  
DIRECTOR

cc: Bob Vaughan

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Mrs. Ruth G. Van Cleve, Director 183/6971

9/19/66 - 11:50 a.m.