

**MILITARY COMMISSIONS TRIAL JUDICIARY
GUANTANAMO BAY, CUBA**

UNITED STATES OF AMERICA v. KHALID SHAIKH MOHAMMAD; WALID MUHAMMAD SALIH MUBARAK BIN ‘ATTASH; RAMZI BINALSHIBH; ALI ABDUL AZIZ ALI; MUSTAFA AHMED ADAM AL HAWSAWI	AE 182N (GOV) Government Notice Of Provision of New Laptops to Four of the Five Accused 6 January 2017
--	--

1. Timeliness

This Notice is timely filed.

2. Notice

Between 16 September and 14 November 2016, following several rounds of negotiation between the Prosecution and Defense, Learned Counsel for four of the five Accused in this case signed agreements with the Prosecution for the provision of new laptop computers for the Accused. *See* Attachment B (hereinafter “Agreement.”). While the entire Agreement is attached to this Notice, it merits mention here that the software the parties agreed to be included on the laptops per the Agreement was Microsoft Service Packs, Word, Excel, Windows Media Player, Real Player, WinZip, WinRAR, CaseMap, and Adobe Acrobat Pro. *See id.* Also note that the Prosecution opposes PowerPoint and any software enabling video editing or nonlinear media product creation and reserves all of its remedies in this regard, as well as the other safeguards described in paragraph 4 of the Agreement.

As part of the Agreement, the Defense agreed not to file any motions that claim the Government is in violation of the Military Commission's Order in AE 182K (Return of Laptops to Accused with Same Functionality in 2010) by allowing electronic data transfer via portable hard drives, as opposed to data transfer via CD-burning capability. *See* Attachment B at 3, para.

6. The Defense further agreed that it would not file any motions challenging any of the terms of the Agreement once the Agreement had been signed unless a substantial change of circumstances occurs. *See* Attachment B at 3.

On 29 November 2016, the Prosecution provided an update to the Defense teams regarding the expected delivery of the laptop computers, and agreed to allow for additional software to be loaded onto the laptops; as was contemplated by the Agreement, and specifically requested by one of the Defense teams. The additional software the Prosecution agreed could be loaded onto the software was an Arabic package for the Windows operating system; an Adobe version add-on that allows Arabic word searches/Arabic character recognition; Arabic/English translation software; and a Hجري-Gregorian calendar conversion software. *See* Attachment C.

On 27 December 2016, the Convening Authority's Office provided the Chief Defense Counsel with five brand new Panasonic Laptop Computers, Model CF-54s, for the Accused to maintain and use pursuant to the signed Agreement. *See* Attachment D. In its transmittal letter, the Office of the Convening Authority authorized the Chief Defense Counsel to distribute the computers to the four teams that have signed the Agreement, with the fifth laptop computer to be retained by the Chief Defense Counsel until such time as Mr. Mohammad's Learned Counsel signs the Agreement. *See* Attachment D.

To date, and despite several inquiries by the Prosecution regarding whether Learned Counsel for Mr. Mohammad intends to sign (or not sign) the Agreement, Mr. Nevin has never responded to the Prosecution's inquiries. *See* Attachment D.

3. Attachments

- A. Certificate of Service, dated 6 January 2017
- B. Laptop Agreements Signed by Four of the Five Learned Counsel and the Prosecution
- C. 29 November 2016 Prosecution Laptop Update Email and Agreement to Allow Additional Software to be Added to the Laptops
- D. 27 December 2016 Transmittal Letter from the Office of the Convening Authority to Chief Defense Counsel Regarding Provision of the Laptops to the Accused

Respectfully submitted,

//s//

Clay Trivett
Managing Trial Counsel

Mark Martins
Chief Prosecutor
Military Commissions

ATTACHMENT A

CERTIFICATE OF SERVICE

I certify that on the 6th day of January 2017, I filed AE 182N (GOV), Government Notice of Provision of New Laptops to Four of the Five Accused, with the Office of Military Commissions Trial Judiciary and I served a copy on counsel of record.

//s//

Clay Trivett
Managing Trial Counsel
Office of the Chief Prosecutor
Office of Military Commissions

ATTACHMENT B



OFFICE OF THE
CHIEF PROSECUTOR

DEPARTMENT OF DEFENSE
OFFICE OF THE CHIEF PROSECUTOR OF MILITARY COMMISSIONS
1610 DEFENSE PENTAGON
WASHINGTON, DC 20301-1610

16 September 2016

From: Managing Trial Counsel, United States v. Mohammad, et al.

To: Defense Counsel ICO of *United States v. Mohammad, et al.*

Subj: Parties' Agreement for the MCDO's Purchase and Use of New Detainee Laptops

This letter seeks to capture and finalize the agreement of the parties on the Military Commissions Defense Organizations' (MCDO) purchase and use of new detainee laptops, as set forth in my 16 May 2016¹ and 9 June 2016² correspondence with the Defense; Mr. Connell's 29 June 2016 correspondence to the Prosecution;³ and the attached IT security checklist.⁴ This Agreement supersedes and integrates the prior communications. Should you agree to the terms, please sign the bottom of the agreement and provide the signed and dated version to the undersigned. JTF-GTMO will not allow the newly-purchased laptops to be provided to your client until your defense team's lead counsel has agreed, in writing, to these terms:

1. The Military Commissions Defense Organization (MCDO) will purchase laptop computers (Model: Toughbook 54 CF-54CX005CM) for each Accused, with no optional DVD burner. MCDO Information Technology (IT) staff will certify, and the Convening Authority's IT staff will verify, that it has disabled wireless and Bluetooth capability, but not USB connectivity, for the laptops, as set forth in the attached Security Checklist. The Accused will not be granted "Administrative Rights" for the computers. IT re-certification in the above-stated manner is required every time Defense counsel take possession of the laptops from the Accused and remove the laptop from Echo II or the ELC courtroom.
2. In order to facilitate electronic transfer of data, Defense counsel will have portable hard drives, subject to both *Third Amended* Protective Order #1 and AE 018U (or its successor), for the electronic transfer of digital media between counsel and the client. Defense counsel must procure and then maintain the hard drives, and the Accused will not be allowed to keep possession of these portable hard drives in their cells. The Defense must obtain authorization from JTF-GTMO to bring the portable hard drives into Echo II for meetings with their clients and must first provide the portable hard drives to the Privilege Review Team (PRT) for review.

¹ Attachment A

² Attachment B

³ Attachment C

⁴ Attachment D

[REDACTED]

All of the uploading and downloading of information onto or from the computers must occur in either Echo II (following PRT review of the portable hard drive), in the ELC Courtroom, or after the Defense takes possession of the laptops.

3. The Office of the Chief Prosecutor (OCP) will provide all of the discovery that is releasable to the Accused on two (2) Terabyte hard drives as described in the 9 June 2016 memorandum from OCP to Defense Counsel. After the Prosecution's discovery is loaded onto the Accused's laptops via the portable hard drives, the Defense can keep the hard drives for use as contemplated in the 16 May 2016 memo from OCP to the Defense.
4. Information on Defense hard drives brought into Echo II will be governed by AE 018JJJJ Interim Order, or its permanent replacement. Each Defense team will provide OCP and the Chief Defense Counsel a list of software it wishes to install on the laptops, to either be agreed upon by the Prosecution, or litigated in a motion before the Military Judge. The Prosecution agrees to approve Microsoft Service Packs, Word, Excel, Windows Media Player, Real Player, WinZip, WinRAR, Casemap, and Adobe Acrobat Pro; with the understanding that inspections of the laptops will include inventorying the software installed to ensure it is limited to the approved list per the below. The Prosecution opposes PowerPoint and any software enabling video editing or nonlinear media product creation and reserves all of its remedies if the matter becomes subject to litigation. The Defense agrees not to load/install any software on the laptops or the portable hard drives that is not on the "Approved List of Software for Accused Laptops" (hereinafter "Approved List"), which will be created following the Prosecution's review and approval of the software on the Defense's requested list, and amended by any subsequent Orders of the Military Judge (as necessary). Each time the Defense IT staff re-certify the configuration, Defense IT staff will inspect the computer for unapproved software without opening any non-executable files. If the Defense IT staff finds unapproved software, they will coordinate with defense counsel to remove the software and any files created using the software. The Convening Authority IT staff will verify the certification without opening any non-executable files.
5. Joint Task Force-Guantanamo Bay will permit the Accused to possess and use individually-issued laptops under these terms. No component of the Government will impose additional procedures, restrictions, or requirements beyond those articulated in this Agreement and the attached Security IT checklist.

- Clay Trivett
Managing Trial Counsel
U.S. v. Mohammad, et al.
Office of the Chief Prosecutor

I James Council Learned Counsel for (circle one) Mr. Hawsawi, Mr. Ali, Mr. Binalshibh, Mr. Bin Attash, Mr. Mohammad, hereby agree to the terms set forth above for the use of newly purchased laptop computers by and for my client.

16 SEP 2016
Date

Page 3 of 3

6. By signing the agreement, the Defense agrees not to file any motions that claim the Government is in violation of the Military Commission's Order in AE182K (Return of Laptops to Accused with Same Functionality in 2010) by allowing electronic data transfer via portable hard drives, as opposed to data transfer via CD-burning capability. The Defense further agrees that it will not file any motions challenging any of the terms of this Agreement once this Agreement has been signed unless a substantial change of circumstances occurs.⁵

TRIVETT, CLAYTON GEORGE JR.
ORGE JR.

Clay Trivett
Managing Trial Counsel
U.S. v. Mohammad, et al.
Office of the Chief Prosecutor

16 Sept 16
Date

I _____, Learned Counsel for (circle one) Mr. Hawsawi, Mr. Ali, Mr. Binalshibh, Mr. Bin 'Attash, Mr. Mohammad, hereby agree to the terms set forth above for the use of newly purchased laptop computers by and for my client.

BORMANN, CHERYL T.

Signature

Date

⁵ This provision does not apply to any Defense motions that may be filed for specific software the Prosecution has notified the Defense that it opposes, as contemplated in Agreement Term #4, above.

6. By signing the agreement, the Defense agrees not to file any motions that claim the Government is in violation of the Military Commission's Order in AE182K (Return of Laptops to Accused with Same Functionality in 2010) by allowing electronic data transfer via portable hard drives, as opposed to data transfer via CD-burning capability. The Defense further agrees that it will not file any motions challenging any of the terms of this Agreement once this Agreement has been signed unless a substantial change of circumstances occurs.⁵

TRIVETT CLAYTON GEORGE JR.
ORGE JR.

Clay Trivett
Managing Trial Counsel
U.S. v. Mohammad, et al.
Office of the Chief Prosecutor

16 Sept 16
Date

I WALTER Ruiz Learned Counsel for (circle one) Mr. Hawsawi, ~~Mr. Ali, Mr. Binalshibh,~~
~~Mr. Bin Attash, Mr. Mohammad,~~ hereby agree to the terms set forth above for the use of newly
purchased laptop computers by and for my client.

Signature

11/8/2016
Date

⁵ This provision does not apply to any Defense motions that may be filed for specific software the Prosecution has notified the Defense that it opposes, as contemplated in Agreement Term #4, above.

6. By signing the agreement, the Defense agrees not to file any motions that claim the Government is in violation of the Military Commission's Order in AE182K (Return of Laptops to Accused with Same Functionality in 2010) by allowing electronic data transfer via portable hard drives, as opposed to data transfer via CD-burning capability. The Defense further agrees that it will not file any motions challenging any of the terms of this Agreement once this Agreement has been signed unless a substantial change of circumstances occurs.⁵

TRIVETT, CLAYTON GEORGE
CRGE JR. [REDACTED]
Clay Trivett
Managing Trial Counsel
U.S. v. Mohammad, et al.
Office of the Chief Prosecutor

15 Sept 16
Date

I James P. Harrington, Learned Counsel for (circle one) Mr. Hawsawi, Mr. Ali, Mr. Binalshibh, Mr. Bin 'Attash, Mr. Mohammad, hereby agree to the terms set forth above for the use of newly purchased laptop computers by and for my client.

Signature

14 Nov 16
Date

⁵ This provision does not apply to any Defense motions that may be filed for specific software the Prosecution has notified the Defense that it opposes, as contemplated in Agreement Term #4, above.



DEPARTMENT OF DEFENSE
OFFICE OF THE CHIEF PROSECUTOR OF MILITARY COMMISSIONS
1610 DEFENSE PENTAGON
WASHINGTON, DC 20301-1610

16 May 2016

MEMORANDUM FOR Defense Counsel in the case of *United States v. Mohammad, et al.*

SUBJECT: Portable Hard Drives for the Accused's Laptop Computers

1. Following the Military Judge's order to return the laptops to 2010 functionality in AE 182K, the USB ports in the Accused's laptops were re-enabled. It is my understanding, however, that JTF-GTMO refused to accept a CD/DVD burner from the Defense, and is not willing to upload or download information onto or from the laptops onto CDs/DVDs based on security and accountability concerns. There also appears to be conflicting facts as to whether the Accused had "Administrative Rights" for the computers in 2010, but JTF-GTMO is currently not willing to provide administrative rights based on security reasons.

2. In order to facilitate electronic transfer of data, JTF-GTMO is amenable to allowing the Defense counsel to have portable hard drives, subject to both *Third Amended* Protective Order #1 and AE 018U (or its successor), for the electronic transfer of digital media between you and your client's laptop. Defense counsel must procure and then maintain these hard drives, and the Accused will not be allowed to keep possession of these portable hard drives in their cells. All of the uploading and downloading of information must occur in either Echo II (following PRT review of the items) or after the Defense takes possession of the laptops. The Prosecution defers to the PRT on how it goes about clearing the materials, but the Prosecution would encourage the Defense counsel to engage with the PRT on coming up with a

solution that would not require the PRT to have to re-verify every file on the hard drive that they may have already approved for a prior attorney visit.

3. If the Defense takes possession of the Accused's laptops, Defense IT would then have to certify that no new software was uploaded onto the hard drives, and that other functionality of the computer is disabled. Convening Authority IT would have to verify those averments consistent with the current IT protocol prior to return to the Accused for use in Camp 7. While the Prosecution anticipates that some new executable files may have to go on the laptop, any new software not currently present on the laptop would need to be pre-approved by the Government before it is uploaded onto the laptops. While the Government would be willing to consider allowing certain new software upon Defense request, to the extent the Government opposes such software, the request for new software (not present on the laptop from 2010) would have to be litigated via motion to the Military Judge.

4. Please let me know if you have any questions or concerns. I can be reached at [REDACTED] or via email at Claytog [REDACTED]

Clay Trivett
Managing Trial Counsel
U.S. v. Mohammad, et al.



DEPARTMENT OF DEFENSE
OFFICE OF THE CHIEF PROSECUTOR OF MILITARY COMMISSIONS
1610 DEFENSE PENTAGON
WASHINGTON, DC 20301-1610

9 June 2016

MEMORANDUM FOR Defense Counsel in the case of *United States v. Mohammad, et al.*

SUBJECT: Conditions for Government Approval for New Laptop Computers

1. This memorandum is a follow up to, and should be read in conjunction with, my 16 May 2016 correspondence regarding the use of portable hard drives, in lieu of CD-burning capability, for electronic data transfer between counsel and the Accused.
2. Based on Defense representations made to the Commission over the past several sessions regarding the space left on certain hard drives, and the current functionality of the 2008 Panasonic Toughbooks (and also due to the fact that the Prosecution is seeking an alternative to providing discovery releasable to the Accused in a digital form other than on the E-Readers), the Prosecution is amenable to seeking government approval to provide new laptops to the Accused, providing Counsel agree to the conditions below.
3. Provided the condition pertaining to software (as set forth below in paragraph 4) is met--and assuming the Commission's ruling(s) on any amendments to AE 18U do not fundamentally alter the risks involved--the Prosecution is amenable to gaining government approval for new laptop computers for the detainees, to be used in conjunction with the defense-maintained portable hard-drive process set forth in my 16 May 2016 memo to you. The Prosecution is also amenable to gaining approval for all previously provided discovery (releasable to the Accused) to be placed on a 2 Terabyte portable hard drive that the Prosecution would provide to the Defense counsel in a manner which could obviate the need for the PRT to individually approve the more than 275,000 pages of discovery that the Prosecution has already disclosed to the defense. After the Prosecution's discovery is loaded onto the Accused's laptops via the portable

hard drives, the Defense can keep the hard drives for use as contemplated in the 16 May 2016 memo.

4. However, the Prosecution's position opposing certain software, to include any linear video-editing software, including Powerpoint, has not changed, and we would oppose such software being loaded onto the new laptops, and will oppose new laptops if the safeguards preventing such software from being loaded are not sufficient. As such, if each defense team can provide me a list which includes the current software on the 2008 laptops, as well as a listing of additional software you would like included on the new laptops, the Prosecution will then inform you of what software, if any, it opposes, and then new laptops can be purchased and configured with the Prosecution's agreed-upon software (which would be verified by Convening Authority IT staff). You should include any additional software you have already requested for approval in this correspondence. Any software the Defense seeks that the Prosecution opposes would then need to be litigated, as was originally contemplated in AE 182.

5. Please let me know if you are amenable to this process. I can be reached at [REDACTED] or via email at Claytogt [REDACTED]

Regards,

Clay Trivett
Managing Trial Counsel
U.S. v. Mohammad, et al.



**DEPARTMENT OF DEFENSE
MILITARY COMMISSIONS DEFENSE ORGANIZATION
1620 DEFENSE PENTAGON
WASHINGTON, DC 20301-1620**

29 June 2016

MEMORANDUM FOR Trial Counsel

FROM: James G. Connell, III & Lt Col Sterling Thomas, Defense Counsel for Ammar al Baluchi
SUBJECT: Laptop computers

1. We are in receipt of your letters dated 16 May and 9 June 2016. As the situation currently stands, the government is in violation of the military commission's order in AE182K, as we described in AE182M(AAA) Mr. al Baluchi's Response to Government Status of Compliance with AE182K Order. Your letters, and this response, are part of an effort to resolve the laptop issue through negotiation.
2. We propose that the Military Commissions Defense Organization (MCDO), through channels, purchase laptop computers model Toughbook 54 CF-54CX005CM, with no optional DVD burner. MCDO information technology staff will certify that it has disabled wireless and Bluetooth capability, but not USB connectivity, for the laptops. The Office of the Chief Prosecutor (OCP) will provide the releasable discovery on 2TB hard drives as described in your 9 June 2016 memorandum. Information on hard drives brought into Echo 2 will be governed by AE018JJJ Interim Order or its permanent replacement. Each defense team will provide OCP and the Chief Defense Counsel a list of the software it wishes to install on the laptops, to be agreed upon or litigated as the case may be. Joint Task Force-Guantanamo Bay will permit interested defendants to possess and use the laptop under its current terms. The government will not impose additional procedures, restrictions, or requirements beyond those articulated in the 16 May and 9 June letters.
3. If this proposal is amenable to you, please let me know so that we may formally advise the Chief Defense Counsel of our request. If all parties concerned comply with this proposal, Mr. al Baluchi will take the position that the government has satisfied the requirements of AE018K.

Very respectfully,

//s/
JAMES G. CONNELL, III
Learned Counsel

Counsel for Mr. al Baluchi

//s/
STERLING R. THOMAS
Lt Col, USAF
Defense Counsel

Attachment C

Military Commission Defense Organization

Client Laptop Disablement Checklist

____ Technician Name _____

____ Client Name _____

____ Model Laptop _____

____ Serial Number laptop _____

____ MAC addresses of the laptop _____

____ Convening Authority Observer's Printed Name/Signature for verification _____

Functions that will be disabled on the laptop:

____ Wireless Network Interface Cards

____ Ethernet Network Interface Cards

____ SD Card Readers

____ IEEE 1394 Connectors

____ Modem ports

____ Microphones

____ cameras (if present on system)

____ Peripheral ports (not covered by the rest of the checklist)

____ CD/DVD-writing software will be uninstalled (or disabled in windows)

____ set of unique BIOS passwords

____ no administrative privileges available to the user (only official DoD administrators)

____ Word Processor Program (must be available)

____ Screws on the exterior of the laptop will be glued

____ Verification that software is on the "Approved List of Software for Accused Laptops" (as of 15 September 2016 approved software limited to Microsoft Service Packs, Word, Excel, Windows Media Player, Real Player, WinZip, WinRAR, Casemap, and Adobe Acrobat Pro).

Attachment D

ATTACHMENT C

From: CLAYTOGT
Sent: Tuesday, November 29, 2016 6:23 PM
To: 'Cheryl Bormann'; 'David Nevin'; 'Denny Leboeuf'; 'Gary Sowards'; 'James Connell'; 'James Harrington'; 'MLA DD - OMC Defense Motions Distro'; 'Scharlette Holdman - Mitigation Specialist -'
Cc: 'Martins, Mark S BG USARMY OSD OMC OCP (US)'; 'Baker, John G BGen OSD OMC Defense'; 'Filbert, Brent G CAPT USN OSD OMC (US)'; 'Abdalla, David MAJ OSD OMC Prosecution (david.abdalla [REDACTED])'; 'Sgt USMC OSD OMC OCP (US)'; 'Bob Swann DOD'; [REDACTED] Maj USMC (US); [REDACTED] Christopher M. Dykstra; 'Clay Trivett (clayton.trivett [REDACTED])'; CLAYTOGT; 'Cox, Dale J CIV DLSA (US) (dale.j.cox.civ [REDACTED])'; DALEJC; DAVIDA1; 'Dykstra, Christopher M Capt USAF OSD OMC OCP (US)'; EDWARDR; [REDACTED] 'Gibbs, Rudolph TSgt OSD OMC Prosecution'; 'Groharing, Jeffrey D CIV (US)'; [REDACTED] CIV OSD OMC Prosecution'; 'Jameson, Jennifer M Capt USAF (US)'; 'Jeff Groharing (jeffrey.groharing [REDACTED])'; JEFFREDG; JENNIMJ2; [REDACTED] CDR USN OSD OMC OCP (US)'; 'Martins, Mark S BG USARMY (US)'; MATTHEPR; [REDACTED] Maj USAF (US); [REDACTED] 'Moscati, Robert C COL USARMY (US)'; NICOLEAT; 'O'Sullivan, Michael J CIV (US)'; [REDACTED] PO1 USN JAG (US); [REDACTED] PO2 USN (US)'; 'Reed, Matthew P Capt USMC OSD OMC OCP (US)'; ROBERCM4; ROBERTLS; RUDOLPPG; 'Ryan, Ed (USANCW)'; 'Ryan, Edward R CIV (US) (edward.r.ryan20.civ [REDACTED])'; 'Tate, Nicole A CIV (US)'; [REDACTED] CTR OSD OMC OCP (US)'; 'Trivett, Clayton G Jr CIV (US)'
Subject: Defense Laptop Update, 29 November 2016
Attachments: Final Signed Laptop Agreement 16 Sept 16 E Signature w attachments.pdf; Re: [Non-DoD Source] FW: laptop software request

Defense Counsel,

I was informed today that the new Defense laptops have arrived. CA IT is in possession of the computers and will ensure the initial configurations and software that have been agreed upon are set prior to providing them to you, as there is no privileged information yet on the laptops. Although this is not yet definite, our intention is to provide these laptops to you while on Guantanamo next week. You should retrieve the old laptops from your clients and load the information from them onto the portable hard drives that have been provided to you so the information can be re-loaded onto the new laptops (provided it is on the approved software list). JTF-GTMO will not permit the Accused to maintain both their old laptops and their new laptops in Camp VII.

To date four of the five Defense teams have signed the attached laptop agreement. Mr. Mohammad's Defense Team is the sole remaining defense team to not sign the agreement. As such, JTF-GTMO will not permit Mr. Mohammad to possess the new laptop unless and until the agreement is signed. While under no obligation to do so, if the Mohammad Defense Team could inform me whether they intend to sign (or not sign) the agreement, I would appreciate it, as it has thus far delayed our filing a notice with the Commission of the agreement that has been reached between the Prosecution and the other parties.

Also, as part of that agreement, the Prosecution may approve of certain additional software requested by the Defense. In response to a request from Ms. Lachelier, the Prosecution has additionally approved the below-listed software:

1. Arabic package for Windows operating system.
2. Adobe version add-on that allows Arabic word searches/Arabic character recognition.
3. The Arabic/English translation software (free download) found at: <http://store.babylon-software.com/product/dictionary/10406/7/1/2/1/0/Full+Text+Translation+--+Yearly>
4. The Hجري-Gregorian calendar conversion software (free download) found at: <https://www.microsoft.com/en-us/store/p/hijri-calendar/9nblggh4p0t0>

Please note that CA IT is recommending the full version "Arabic/English translation software (free download)" because the computers are stand-alone systems that will not have access to the internet. More details about the software can be found in the attached email traffic from Ms. Lachelier.

If the other three defense teams would like to have this software added, they may also do so, as it has been added to the "Approved Software List." Your Defense IT should coordinate with CA IT on the most efficient way to add the software (it may be wise to do it prior to loading any other information onto the computers).

Regards,

Clay Trivett

ATTACHMENT D



Operations

OFFICE OF THE SECRETARY OF DEFENSE
OFFICE OF MILITARY COMMISSIONS
4800 MARK CENTER DRIVE
ALEXANDRIA, VA 22350-2100

DEC 22 2016

MEMORANDUM FOR CHIEF DEFENSE COUNSEL, MILITARY COMMISSIONS
DEFENSE ORGANIZATION

SUBJECT: Transmittal Memorandum: Panasonic Laptop
s, Model CF-54

In response to your request of September 2, 2016, and in accordance with Regulation for Trial by Military Commission, ¶ 9-4, five Panasonic laptop computers, model CF-54, are forwarded with this memorandum. The serial numbers for the laptop computers are:

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Panasonic	CF-54	
Panasonic	CF-54	
Panasonic	CF-54	
Panasonic	CF-54	
Panasonic	CF-54	

Consistent with Joint Task Force-Guantanamo requirements relating to the introduction of the laptops into the camps, only teams that have signed Memorandum, Subject: Parties' Agreement for the MCDO's Purchase and Use of New Detainee Laptops, dated September 16, 2016, will be permitted to possess and use the computers. As of this date, defense teams for Mr. Bin 'Attash, Mr. Aziz Ali, Mr. Hawsawi, and Mr. Bin al Shibh, have signed the laptop agreement, and Mr. Mohammad's team has not. Accordingly, distribution of the computers can be made to the four teams that have signed, with the fifth laptop computer retained by the Chief Defense Counsel until such time as Mr. Mohammad signs the agreement.

Attached to this memorandum for signature is a hand-receipt for the laptop computers. Any questions relating to the issuance of these laptop computers may be addressed to OMC IT personnel

Wendy Kelly
Director of Operations
Office of the Convening Authority
for Military Commissions

Attachment:
As stated

cc:
Trial Counsel

Printed on



Recycled Paper