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78/1034/5

United States Senate

MEMORANDUM 4/14/78

[redacted]

our boilerplate agreement attached per conversation today.

Don Sanders

STAT

Not used

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Non-disclosure Agreement

I, in consideration for being engaged to perform services for the Senate Select Committee on Ethics (SSCE) do hereby agree to accept as conditions precedent for my engagement and for my continuing engagement with the SSCE the following obligations:

1. I hereby agree to be bound by the rules of the Senate and all applicable Committee rules.

2. I will never divulge, publish or reveal by writing, word, conduct, or otherwise, either during my engagement by the Ethics Committee or anytime thereafter, any testimony given before the Committee in executive session (including the name of any witness who appeared or was called to appear in executive session), the contents of any material or information received or generated by the Committee which has been identified under established Committee security procedures or Executive Order or by the Director of Central Intelligence (DCI) as requiring protection from unauthorized disclosure and to which I have access, or any information classified under Executive Order 11652 which may otherwise come into my possession during this engagement, to any person not a member of the Ethics Committee or its staff, for any purpose or in connection with any proceeding, judicial or otherwise, except as authorized by the Committee. Nothing in this section prohibits any referencing, so long as accompanied by citation, such material or information which appears in open sources provided the use of the information does not explicitly confirm the validity of the contents of the cited material.

3. I hereby agree to familiarize myself with the Ethics Committee security procedures and to provide at all times the required degree of protection for information and materials which come into my possession by virtue of my relationship with the Committee so that they will not be disclosed except as directed by the Committee.

4. I hereby agree that the contents of any material or information which I am pledged not to divulge, publish or reveal by writing, word, conduct, or otherwise pursuant to Section 2 of this Agreement, and which is contemplated for publication or actually prepared for publication by me either during my relationship with the Committee or anytime thereafter, will, prior to discussing it with or showing it to any publishers, editors, or literary agents, be submitted to the Chairman and Vice Chairman of the Committee who shall consult with the DCI or the DCI's designated representative, for the purpose of determining whether said material or information contains any information which I pledge hereby not to disclose. A good faith effort shall be made to arrive at such a determination and to notify me within 30 days. I further agree that I will not take any steps toward publication until I have received written permission from the Chairman and Vice Chairman of the Ethics Committee.

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5. I hereby agree to report without delay to the Committee any incident where an attempt is made by any person not a member of the Committee staff to solicit from me information which I pledge hereby not to disclose.

6. I hereby agree to immediately notify the Committee in the event that I am called upon by properly constituted authorities to testify or provide information which I am pledged hereby not to disclose. I will request that my obligation to testify is established before I do so.

7. I hereby agree to surrender to the Committee, or the DCI with the approval of the Chairman and Vice Chairman, upon demand by the Chairman and Vice Chairman, or upon termination of my relationship with the Committee, all material and information which I am pledged not to divulge, publish or reveal by writing, word, conduct or otherwise pursuant to Section 2 of this agreement.

8. I hereby assign to the United States Government all rights, title and interest in any and all royalties, remunerations, and emoluments that have resulted or will result from any such divulgence, publication or revelation of information prohibited from disclosure under the terms of this agreement.

9. I understand that the United States Government may, prior to any unauthorized disclosure by me, choose to apply to any appropriate court for an appropriate order prohibiting disclosure. Nothing in this agreement constitutes a waiver on the part of the United States for criminal prosecution for any breach of this agreement on my part. Nothing in this agreement constitutes a waiver on my part of any possible defenses I may have in connection with either civil or criminal procedures which may be directed against me.

10. I have read the provisions of the Espionage Laws, Sections 793, 794, and 798, Title 18 of the United States Code and Section 783(b) of Title 50 of the United States Code (copies of which are attached) and I am aware that unauthorized disclosure of certain types of information may subject me to prosecution for violation of these laws. I have read Section 1001 of Title 18, United States Code (a copy of which is attached) and I am aware that the making of a false statement herein, is punishable as a felony. I have also read Executive Order 11652, as amended, and the implementing National Security Council Directive of 17 May 1972, as amended, (copies of which are attached) relating to the protection of classified information.

11. Unless released in writing from this agreement, or any portion thereof, by the Chairman and Vice Chairman, with the concurrence of the DCI, I recognize that all the conditions and obligations imposed on me by this agreement apply during my Committee engagement and continue to apply after the relationship is terminated.

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12. In the event of the termination of the Ethics Committee then the ~~full Senate or any successor Committee designated~~ as such shall be substituted for the ~~Ethics~~ Committee in all requirements above.

[redacted]

ILLEGIB

Date

WITNESS

Date

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