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OS REGISTRY
FILE Liason (10)
Also: Committee

Bennett-Spence House Committee on
Standards of Official Conduct Subcommittee

Members

Charles E. Bennett (D., Fla.), Chairman
Floyd D. Spence (R., S. Car.), Ranking Minority

Staff

A. Raymond Randolph	- Special Counsel
Robert A. Bermingham	- Chief Investigator
Beverley C. Lumpkin	- Investigator
John J. Moriarty	- Investigator
Richard C. Powers	- Investigator
William J. McDonnell	- Investigator
Olive Wagner	- Office Manager
Anne Misita	- Secretary

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE DIRECTOR OF CENTRAL INTELLIGENCE
AND THE HOUSE COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

1. The Director of Central Intelligence (DCI) will cooperate fully in the inquiries of the House Committee on Standards of Official Conduct into allegations that employees and Members of the House of Representatives unlawfully accepted things of value from representatives of the Governments of Iran and South Africa.

2. The Committee recognizes the DCI's statutory responsibilities for the protection of intelligence sources and methods.

Access to Material

3. To assist the Committee in its inquiries, the DCI will, when requested, provide access to relevant material, both classified and unclassified, originated by the Central Intelligence Agency (CIA). Requested material will be made available by the CIA as expeditiously and completely as feasible. No document or portion of a document in the possession of CIA shall be withheld without appropriate notice to the Committee of the action and, whenever possible, the reason for it. This paragraph shall not be construed as a recognition by the Committee of the right of CIA to withhold any information, or as a waiver by CIA of any such right which may exist.

4. Information not clearly relevant to the inquiries of the Committee, or which reveals intelligence sources and methods, will be deleted from any material made available. The Chairman or Ranking

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Minority Member may raise the subject of relevance for discussion at any time. The Committee will be notified of any requested material in the possession of, but not originated by, CIA (i.e., not within the releasing authority of the CIA); and provided with the name of the proper authority to contact to obtain access to the information.

5. Access by Committee personnel to any material which has been designated by the DCI for protection from unauthorized disclosure will be limited to a number of personnel to be agreed upon by representatives of the Committee and the DCI; and will be granted only on the basis of a security clearance which meets the standards established by the DCI and set forth in DCID 1/14, 13 May 1976. Prior to being granted such access, Committee personnel will execute a Non-disclosure Agreement and a Security Agreement which are acceptable to the Committee Chairman, Ranking Minority Member and the DCI. Upon execution, the original Security Agreement and a copy of the Non-disclosure Agreement will be furnished to the DCI.

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6. All classified documents to which access is granted will remain normally in the possession, custody and control of CIA personnel, and will be reviewed on CIA premises. Committee representatives may create personal notes summarizing the contents of the material reviewed. These notes may be removed from CIA premises in accordance with paragraphs 9 - 11 below.

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Request Procedures

7. All requests for information will be in writing, signed by the Chairman, Ranking Minority Member or Special Counsel, and directed to the Congressional Liaison Division of the Office of Legislative Counsel, which has the exclusive responsibility for conducting liaison with the Committee. The receipt of each request will be immediately acknowledged, and the Committee will be subsequently notified when the requested material is available for review. In the interest of timely responses, the Congressional Liaison Division will accept preliminary telephone or other oral requests from specific and agreed upon staff members, but no information will be made available until a request is received in writing.

Removal of Material From CIA Premises

8. Requests for the removal and storage of classified material, other than personal notes, will be considered by the DCI on a case-by-case basis. Classified material which is removed will not be reproduced. Upon completion of an inquiry into a particular incident, any material made available to the Committee by the DCI, and which is still in the custody of the Committee, will be returned to the DCI.

9. Notes taken by Committee personnel, based on classified material provided by the DCI, ~~will~~ be reviewed prior to removal from CIA premises to ensure that the classification assigned is commensurate with the sensitivity of the material.

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Storage of Classified Material

10. Classified material, including notes taken by Committee personnel, may be stored at a location designated by the Committee, provided the storage facility is approved by the DCI.

11. Committee procedures for control of material which the DCI has designated as requiring protection, and of notes derived from such material, will be in accordance with security standards established and approved by the DCI. The Committee accepts full responsibility to ensure proper protection and control of all such material in accordance with security standards established by the DCI, when such material is in the custody of the Committee.

Access to CIA Personnel

12. The Committee recognizes that CIA affiliation can be sensitive, and the Committee will not directly contact CIA personnel. Upon request, the DCI will obtain and make available information known to CIA personnel which is relevant to Committee investigations. The Committee agrees to advise the DCI of any information coming to its attention regarding the possible involvement of CIA personnel in unlawful acts so that a full investigation may be undertaken by CIA.

13. In view of the fact that former CIA personnel remain bound by their secrecy agreements, and that certain of them would be placed in jeopardy by sudden and unexpected disclosure of their past CIA affiliation, the Committee will give the DCI an opportunity to advise it in advance

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concerning the circumstances of each such person the Committee may wish to interview and to make arrangements commensurate with each individual situation.

Disclosure of Information

14. If at any time the Committee determines that it wishes to make public any classified information derived from, or based upon, a review of CIA material, the Committee will notify the DCI in writing. The DCI shall respond in writing within five working days after receipt of such a communication.

15. If the DCI objects to public disclosure, representatives of the DCI and the Committee will meet and attempt to resolve the matter. If these representatives are unable to resolve all points at issue, those remaining points will be taken up by the Chairman and the DCI.

16. If issues still remain following the discussion between the Chairman and the DCI, the Chairman shall notify the President of the information which the Committee intends to publicly disclose. The Committee may disclose publicly such information after the expiration of a five-day period following the notification to the President, unless, prior to the expiration of such five-day period, the President, personally, in writing, notifies the Committee that he objects to the disclosure of such information, provides his reasons thereof, and certifies that the threat to the national interest of the United States posed by such disclosure is of such gravity that it outweighs any public interest in the disclosure.

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17. If the President, personally, in writing, notifies the Committee of his objections to the disclosure of such information as provided in paragraph 16, the Committee may, by majority vote, refer the question of disclosure with a recommendation thereon to the House for consideration. The Committee shall not publicly disclose such information without leave of the House.

Rescission

18. If the DCI has reason to believe that there has been an improper disclosure of any of the information provided pursuant to these procedures, other than in accordance with the terms set forth herein, he reserves the right to immediately rescind this Memorandum of Understanding and may thereafter assert whatever rights he may have to refuse to provide the Committee or its staff any sensitive or classified materials relating to these inquiries.

Director of Central Intelligence	Chairman, House Committee on Standards of Official Conduct
Date	Date
	Ranking Minority Member, House Committee on Standards of Official Conduct
	Date

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NONDISCLOSURE AGREEMENT BETWEEN THE
HOUSE COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT
AND ITS STAFF PERSONS

1. I, _____, have been designated by the House Committee on Standards of Official Conduct to participate in inquiries into allegations that employees and Members of the House of Representatives unlawfully accepted things of value from representatives of the Governments of Iran and South Africa. I hereby agree to be bound by the rules of the House of Representatives and all applicable rules of the Committee on Standards of Official Conduct.

2. I understand that, in the course of this assignment, I may be granted access to material which is classified pursuant to statute or Executive Order, or which has been designated by the Director of Central Intelligence (DCI) for protection from unauthorized disclosure.

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3. In consideration for being granted such access, I hereby agree that I will never divulge, publish, or reveal in any form or in any manner, either during my tenure with the Committee staff or any time thereafter, any material received or generated by the Committee which has been classified pursuant to statute or Executive Order or which has been designated by the DCI for protection from unauthorized disclosure, to any person other than a Member of the Committee or a Committee staff person authorized to receive it, for any purpose or in connection with any proceeding, judicial or otherwise, except as may become authorized pursuant to paragraph 7 of this Agreement. I similarly agree never to

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disclose any testimiony given before the Committee in executive session (including the name of any witness who appeared or was called to appear before the Committee in executive session). Nothing in this section prohibits my referencing, so long as accompanied by citation, material covered by this section which appears in open sources, provided the reference does not explicitly confirm the validity of the information cited.

4. I hereby agree that any material related to or in any way derived from my work with the Committee which is contemplated for publication or actually prepared for publication by me, either during my tenure with the Committee staff or any time thereafter, will, prior to discussing it with or showing it to any publishers, editors, or literary agents, be submitted to the Chairman and Ranking Minority Member of the Committee who shall consult with the DCI or the DCI's designated representative for the purpose of determining whether said material actually contains any information which I pledge herein not to disclose. If information is contained therein which is protected from disclosure by the terms of this Agreement, the Chairman, the Ranking Minority Member and the DCI will resolve the issue of disclosure and I will abide by that decision. I further agree that I will not take steps toward publication until I have received written permission from the Chairman of the Committee.

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5. I hereby agree to familiarize myself with the Committee's security procedures and to provide at all times the required degree of protection for classified material which comes into my possession by virtue of my position with the Committee.

6. I hereby agree to report without delay to the Chairman of the Committee any incident where an attempt is made to solicit from me information which I have pledged herein not to disclose, by any person not authorized to receive such information.

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7. 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 covered by this Agreement. I will request that my obligation to testify be clearly established before I disclose such information.

8. I hereby agree to surrender to the Committee, or to the DCI with the approval of the Chairman and the Ranking Minority Member, all material which I am pledged not to divulge, pursuant to paragraph 3 of this Agreement, either upon demand by the Chairman, or upon completion of the Committee's investigation of a particular incident, or upon my separation from the Committee's staff. I understand that such material is and will continue to be the property of the United States Government, and that my failure to return it as set out herein may subject me to the penalties set out in Section 793 of Title 18, United States Code.

9. I hereby assign to the United States Government all rights, title and interest in any and all royalties, remunerations, and emoluments

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that have resulted or will result or may result from any divulgence, publication or revelation of information by me which is prohibited from disclosure under the terms of this Agreement.

10. I understand that the United States Government may, prior to any unauthorized disclosure by me, choose to apply to any appropriate court for an order prohibiting such 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 proceedings which may be brought against me. Nothing in this Agreement limits in any way any of the legal rights, responsibilities, or privileges which may exist for either party under the Constitution or laws of the United States.

11. I have read the provisions of the Espionage Laws, Section 793, 794 and 798, Title 18 of the United States Code, and Section 783(b) of Title 50 of the United States Code 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, and I am aware that the making of a false statement herein, is punishable as a felony.

12. Unless released in writing from this Agreement, or any portion thereof, by the Chairman and the Ranking Minority Member with the DCI's concurrence, I recognize that all the conditions and obligations imposed on me by this Agreement apply both during my association with the Committee and at all times thereafter.

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13. In the event of the termination of the Committee, the full House, or any successor Committee designated by the House, shall be substituted for the Committee in this Agreement.

14. Each section of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

15. I make this Agreement without any mental reservations or purpose of evasion, and I agree that it may be used by the Committee in carrying out its duty to protect the security of information provided to it.

Signature

Date

WITNESS:

Signature

Date

FOR THE SUBCOMMITTEE:

Chairman

Ranking Minority Member

Date

Date

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SECRECY AGREEMENT

1. I, _____ have been designated to participate in certain inquiries being conducted by the House Committee on Standards of Official Conduct.

2. I understand that in the course of these inquiries I may be granted access to information which is classified pursuant to statute or Executive Order, or which has been designated by the Director of Central Intelligence (DCI) for protection from unatuhorized disclosure.

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3. In consideration for being granted such access, I hereby agree that I will never divulge, publish, or reveal in any form or manner any material which has been classified pursuant to statute or Executive Order, or which has been designated by the DCI for protection from unauthorized disclosure, to any person except as authorized by the terms of this Agreement and the Memorandum of Understanding between the DCI and the House Committee on Standards of Official Conduct.

4. I hereby agree that any material related to, or in any way derived from, classified information provided to the Committee by the DCI will, prior to discussing it with or showing it to any publisher, editor or literary agent, be submitted to the Chairman and Ranking Minority Member of the Committee, who shall consult with the DCI's designated representative for the purpose of determining whether such material contains any information which I pledge herein, not to disclose. I further agree to abide by their decision, and will not take steps toward publication, until I have received written permission from the Chairman.

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5. I agree to only remove from the premises of the Central Intelligence Agency (CIA), and only after they have been submitted to a representative of the DCI for appropriate sanitization and classification, the following items:

a. Personal notes or summaries based on my review of CIA files;

b. Names and addresses of persons who are of interest to the Committee in connection with its inquiries, which the Committee will use exclusively for locating and interviewing such persons;

c. Lists of the types of files which I have reviewed (but not the substance or content of those files except as otherwise discussed herein);

d. Such other files, documents or notes as may be expressly approved by the DCI; and

e. Documents and information which may otherwise be obtainable under the Memorandum of Understanding cited above.

6. In conducting interviews or questioning based upon the information described in paragraph 4.b. above, I will not disclose the source of the information. In addition, whenever CIA files or documents reviewed indicate that a person to be interviewed is a present or past CIA employee or agent, I agree to follow the procedures set forth in paragraphs 12 and 13 of the Memorandum of Understanding cited above.

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7. To the extent that I obtain knowledge which goes beyond the information provided under paragraph 2 above, I agree to only discuss such knowledge with other Committee staff personnel who are assigned investigative responsibility for the subject matter involved, and then only if all such staff personnel involved in the discussion have signed this Agreement.

8. I have read this Agreement and the Memorandum of Understanding cited above. I understand them, and agree to be bound by their terms and conditions.

9. Unless I am released from the terms of this Agreement by the DCI or the DCI's representative, in writing, I understand that the Agreement shall apply both during my association with the Committee, and at all times thereafter.

10. If I violate the terms of this Agreement, the DCI may exercise any or all of those sanctions available to the Committee on Standards of Official Conduct under the terms of my Non-disclosure Agreement.

11. I make this Agreement without any mental reservation, or purpose of evasion.

_____
Signature

_____
Date

WITNESS:

_____
Signature

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_____
Date

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