

# OFFICIAL FILE COPY

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**Category:** 13 - Conduct; Accountability and Discipline  
OGC

**OPR:**

**Title:** AR 13-2, App II APPENDIX II - POST-EMPLOYMENT AGREEMENT

**CL BY:** (b)(3) **CL REASON:** , **DECL ON:** , **DRV FROM:**

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## AR 13-2, APPENDIX II POST-EMPLOYMENT AGREEMENT

An Agreement Between \_\_\_\_\_ and the United States.

1. Intending to be legally bound, and in consideration of my continued service in the position that I now occupy ("my position") for the Central Intelligence Agency ("CIA"), I accept the obligations contained in this Agreement. I understand and accept that service in my position imposes upon me certain obligations, including the obligation not to permit an actual or potential conflict of interest or the appearance of any actual or potential conflict of interest to arise between the responsibilities of my position and my relationships with certain foreign entities following my separation from CIA.

2. I understand and agree that for the three-year calendar period immediately following my separation from CIA employment I will not represent or advise the government or any political party of any foreign country, as defined in 18 U.S.C. Section 207(f)(3). I further understand that I will not be subject to this restriction on my post-employment activities if I occupy a position that has not been designated as being subject to these post-employment restrictions for a period of three years or more prior to my separation from CIA employment.

3. I understand and agree that should I violate this Agreement, CIA may impose upon me any or all of the following sanctions: (i) a post-employment letter of reprimand, (ii) the foreclosure of any future CIA contractual or other relationships with me, (iii) a determination that the Agency seeks as a remedy at law the forfeiture to the United States of all money or other consideration received by me that is attributable to my violation of the Post-Employment Agreement, and (iv) forfeiture of all or any portion of the Federal retirement benefits to which I would otherwise be entitled. For purposes of this subsection, the term "Federal retirement benefits" includes those benefits provided by the Civil Service Retirement System, the Central Intelligence Agency Retirement and Disability System, the Federal Employees' Retirement System, the Federal Employees' Retirement System Special Category, social security benefits based on Federal employment, and any successor Federal retirement system the vested benefits

of which are attributable to the employee's CIA service (but does not include the former employee's own contributions, earnings on such contributions, or benefits to the extent that they are attributable to the employee's own contributions).

4. I understand and agree that I may obtain a waiver of enforcement of this Agreement in a specific instance or a release from this Agreement, only by written request and in accordance with the regulations and procedures set forth by CIA. Such a waiver or release shall be effective only if it is in writing, signed by the Executive Director. I further understand and agree that there is no obligation upon CIA to grant my request for such a waiver or release, that any such waiver or release if granted must be in writing, and that, unless and until such time as a waiver or release is granted or if no such waiver or release is granted, I remain subject to all of the terms of this Agreement.

5. I understand that U.S. Government may apply for a court order enjoining me from engaging in any activities, actual or reasonably anticipated, in violation of this Agreement. I have been advised that such an action may be brought against me in any of the several United States District Courts where the U.S. Government may elect to file the action and that court costs and reasonable attorney's fees incurred by the U.S. Government may be assessed against me if I lose such an action.

6. I understand that each provision of this Agreement is severable, and that if a court should find any provision of this Agreement to be unenforceable, all the other provisions of this Agreement shall remain in full force and effect. This Agreement relates solely to certain of my specific responsibilities and does not set forth any of the other conditions or obligations that may now or hereafter pertain to my employment by or assignment or relationship with CIA.

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Signature of Employee

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Date

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Signature of CIA Representative

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Date