

23 Apr.

ENTRANCE ON DUTY SECRECY AGREEMENT

I, _____, in consideration for being employed by the United States Central Intelligence Agency and in consideration of my receiving classified information and information containing intelligence sources and methods, do hereby recognize the duty of the Director of Central Intelligence to protect classified information from unauthorized disclosure and the statutory responsibility of the Director of Central Intelligence to protect intelligence sources and methods from unauthorized disclosure and do hereby agree to accept as conditions precedent of my employment with the Central Intelligence Agency and of my receiving such information the specific obligations set forth below.

1. It is my understanding that in the course of my employment with the Central Intelligence Agency I will be given access to information which a) is classified for national security reasons in accordance with the standards set forth in statute or Executive Order or b) contains intelligence sources and methods or c) both a) and b). All classified information and all information containing intelligence sources and methods so acquired by me in the course of my employment remain the property of the United States and I further agree to surrender upon demand by a duly authorized official of the Central Intelligence Agency, or upon my separation from said Agency, any classified material and any material containing intelligence sources and methods which have come into my possession as a result of my employment with said Agency.

2. I hereby agree that I will never divulge, publish or reveal by writing, word, conduct or otherwise any such classified information, as now defined or will hereafter be defined during my employment by statute or Executive Order or such information containing intelligence sources and methods, as now defined or will hereafter be defined in the official regulations of the Central Intelligence Agency during my period of employment and to the extent such sources and methods continue to be protected by such regulations, to any unauthorized person without prior consent of the Director of Central Intelligence or his duly authorized representative. I further agree that any material which is related to intelligence or intelligence sources and methods and prepared for publication by me will be submitted to the Director of Central Intelligence or his duly authorized representative for the purpose of determining whether said material contains any such classified information or such information containing intelligence sources and methods that should be deleted from said material prior to my discussing with or showing same to publishers, editors or literary agents. I agree that the Director of Central Intelligence

or his duly authorized representative shall have the authority to make the final determination as to what information in the materials submitted must be deleted because it is classified or contains intelligence sources and methods. If I fail to comply with any of these procedures, in addition to equitable remedies that may be otherwise available to the United States, I hereby assign all rights, title and interest in any and all royalties, remunerations and emoluments that have resulted or that will or may result from any such divulgence, publication or revelation to the United States Government.

3. I recognize that breach of this agreement by me may cause serious damage to the interests of the United States. I further recognize that such damage is difficult to reasonably anticipate and measure. For these reasons, in addition to equitable remedies that may be otherwise available to the United States, I hereby assign all rights, title and interest in any and all other royalties, remunerations and emoluments from any source whatever resulting from any unauthorized disclosure to the United States Government.

4. I recognize and agree that the United States may, prior to any unauthorized disclosure by me, choose to apply to an appropriate court for an appropriate order prohibiting disclosure. I understand further that any breach on my part of the obligations contained in this agreement could subject me to administrative action including termination of my employment and nothing in this agreement constitutes a waiver on the part of the United States of criminal prosecution for any breach of this agreement on my part.

5. I have read the provisions of the espionage laws (sections 793, 794 and 798 of Title 18, United States Code) and I am aware that unauthorized disclosure of classified information may subject me to prosecution for violation of those laws. I have read Section 102(d)(3) of the National Security Act of 1947, as amended (50 U.S.C. 403(d)(3)), and Section 6 of the Central Intelligence Agency Act of 1949, as amended (50 U.S.C. 403g), which specifically place a responsibility on the Director of Central Intelligence to protect intelligence sources and methods from unauthorized disclosure.

6. I further agree to keep myself thoroughly familiar with, and to comply with, applicable CIA security procedures and regulations. I understand that the burden is upon me to ascertain if the information is classified or contains intelligence sources and methods and who is authorized to receive it, pursuant to applicable security regulations.

Unless released from this agreement or any portion thereof by the Director of Central Intelligence or his duly authorized representative, I recognize that all the conditions and obligations imposed on me by this agreement with respect to the protection of classified information and information containing intelligence sources and methods apply during my employment and continue after that relationship has terminated.

I make this agreement without any mental reservations or purpose of evasion.

SIGNATURE

DATE

WITNESS:

SIGNATURE

DATE

25X1A

MEMORANDUM FOR: Office of Security
[REDACTED]

Don:

Attached is the latest version of my attempt at a Secrecy Agreement. Do you have any further changes prior to our discussing it with the Justice Department next week.

*No Problems
WTS*

25X1A

[REDACTED]
Assistant General Counsel
General Law Division

Attachment

Date 23 April 1976

FORM 101 USE PREVIOUS EDITIONS
5-75

ENTRANCE ON DUTY SECRECY AGREEMENT

I, _____, in consideration for being employed by the United States Central Intelligence Agency and in consideration of my receiving classified information and information containing intelligence sources and methods, do hereby recognize the duty of the Director of Central Intelligence to protect classified information from unauthorized disclosure and the statutory responsibility of the Director of Central Intelligence to protect intelligence sources and methods from unauthorized disclosure and do hereby agree to accept as conditions precedent of my employment with the Central Intelligence Agency the specific obligations set forth below.

1. It is my understanding that in the course of my employment with the Central Intelligence Agency I will be given access to information which a) is classified in accordance with the standards set forth in Executive Order 11652 of March 8, 1972, as amended and b) contains intelligence sources and methods. All classified information and all information containing intelligence sources and methods so acquired by me in the course of my employment remain the property of the United States and I further agree to surrender upon demand by the duly authorized official of the Central Intelligence Agency, or upon my separation from said Agency, any classified material and any material containing intelligence sources and methods which have come into my possession as a result of my employment with said Agency.

2. I hereby agree that I will never divulge, publish or reveal by writing, word, conduct or otherwise any classified information or information containing intelligence sources and methods, as now defined or will hereafter be defined in the official regulations of the Central Intelligence Agency during my period of employment and to the extent such sources and methods continue to be protected by such regulations, to any unauthorized person without prior consent of the Director of Central Intelligence or his duly authorized representative. I further agree that any material which is related to intelligence or intelligence sources and methods and prepared for publication by me will be submitted to the Director of Central Intelligence or his duly authorized representative for the purpose of determining whether said material contains any classified information or information containing intelligence sources and methods that should be deleted from said material prior to my discussing with or showing same to publishers, editors or literary agents. I agree

that the Director of Central Intelligence or his duly authorized representative shall have the authority to make the final determination as to what information in the materials submitted must be deleted because it is classified or contains intelligence sources and methods. If I fail to comply with any of these procedures, I hereby assign all rights, title and interest in any and all royalties, remunerations and emoluments that have resulted or that will or may result from any such divulgence, publication or revelation to the United States Government.

3. I recognize that breach of this agreement by me may cause serious damage to the interests of the United States. I further recognize that such damage is difficult to reasonably anticipate and measure. For these reasons I recognize and agree that all rights, title and interest in any and all other royalties, remunerations and emoluments from any source whatever resulting from any unauthorized disclosure by me will become the sole property of the United States.

4. I recognize and agree that the United States may, prior to any unauthorized disclosure by me, choose to apply to an appropriate court for an appropriate order prohibiting disclosure. I understand further that any breach on my part of the obligations contained in this agreement could subject me to administrative action including termination of my employment and nothing in this agreement constitutes a waiver on the part of the United States of criminal prosecution for any breach of this agreement on my part.

5. I have read the provisions of the espionage laws (sections 793, 794 and 798 of Title 18, United States Code) and I am aware that unauthorized disclosure of classified information relating to the national defense may subject me to prosecution for violation of those laws. I have read the National Security Act of 1947, as amended, and the Central Intelligence Agency Act of 1949, as amended, which specifically place a responsibility on the Director of Central Intelligence to protect intelligence sources and methods from unauthorized disclosure.

6. I further agree to keep myself thoroughly familiar with, and to comply with, applicable CIA security procedures and regulations. I understand that the burden is upon me to ascertain if the information is classified or contains intelligence sources and methods and who is authorized to receive it, pursuant to applicable security regulations.

I recognize that all the conditions and obligations imposed on me by this agreement with respect to the protection of classified information and information containing intelligence sources and methods apply during my employment and continue after that relationship has terminated.

I make this agreement without any mental reservations or purpose of evasion.

SIGNATURE

DATE

WITNESS:

SIGNATURE

DATE

UNCLASSIFIED CONFIDENTIAL SECRET

OFFICIAL ROUTING SLIP

TO	NAME AND ADDRESS	DATE	INITIALS
1	<i>c/ppg</i>	15 APR 1976	
2			
3			
4			
5			
6			

<input type="checkbox"/>	ACTION	<input type="checkbox"/>	DIRECT REPLY	<input type="checkbox"/>	PREPARE REPLY
<input type="checkbox"/>	APPROVAL	<input type="checkbox"/>	DISPATCH	<input type="checkbox"/>	RECOMMENDATION
<input type="checkbox"/>	COMMENT	<input type="checkbox"/>	FILE	<input type="checkbox"/>	RETURN
<input type="checkbox"/>	CONCURRENCE	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	SIGNATURE

Remarks:

This looks pretty good to me.
pwj.

FOLD HERE TO RETURN TO SENDER

FROM: NAME, ADDRESS AND PHONE NO.	DATE
	15 APR 1976

ROUTING AND RECORD SHEET

SUBJECT: (Optional)

Entrance on Duty Secrecy Agreement

FROM: <i>[Signature]</i> Chief, Policy and Plans Group 4E 58, Headquarters	25X1A	EXTENSION x5311	NO. DATE 12 APR 1976
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TO: (Officer designation, room number, and building)	DATE		OFFICER'S INITIALS	COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)
	RECEIVED	FORWARDED		

1. DD/PTOS	12 APR 1976	<i>[Signature]</i>	P
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2. <i>PPG</i>	13 APR 1976	<i>[Signature]</i>	25X1A
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Attached is a draft revised Secrecy Agreement which Ed *[Redacted]* is proposing for use in CIA to satisfy Section 7a of EO 11905. His idea is that after a certain date this would replace the current EOD Agreement, but would not be reciprocally implemented. If you have any problems with its wording please let me know by COB 13 April.

No problems —

ROUTING AND RECORD SHEET

SUBJECT: (Optional)
Entrance on Duty Secrecy Agreement

FROM: [Redacted] 25X1A
 Chief, Policy and Plans Group
 4E 58, Headquarters

EXTENSION NO.
 x5311
 DATE 12 APR 1976

TO: (Officer designation, room number, and building)

	DATE		OFFICER'S INITIALS	COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)
	RECEIVED	FORWARDED		

1.	ADD/PSI	12 APR 1976	4/13	J
2.	CISSD			25X1A
3.	C/EAB ACTION	4/13/76		JMR
4.	DC/SSD	4/13/76		DK
5.	C/SSD	4/13/76		RWJ
6.	C/P+P Group			
7.	ATTN [Redacted]			
8.	25X1A			
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Attached is a draft revised Secrecy Agreement which Ed [Redacted] is proposing for use in CIA to satisfy Section 7a of EO 11905. His idea is that after a certain date this would replace the current EOD Agreement, but would not be reciprocally implemented. If you have any problems with its wording please let me know by COB 13 April.

Appreciate your comments.

3-4
 This looks ok - it contains everything in the present one plus a lot more detail in other areas. No problem with wording from our standpoint.

4 to 5 concur - looks good

25X1A
 Concur [Redacted]
 C/SSD 4/13/76