

(CLASSIFIED WHEN FILLED IN)

"Position of Unique Trust" Agreement
(limits post-employment activities of current employees in positions of unique trust)

§1. Introduction. This agreement is between the Central Intelligence Agency (CIA) and myself. I understand it is a legally binding document that may be enforced against me in the event I violate any of its terms.

§2. Potential Assignment. I, _____, have been advised that I am under consideration by CIA for assignment as _____, in (City) _____, (Country) _____.

§3. Trust Relationship. I acknowledge that the potential assignment described above is a position of unique trust and that I am obligated to ensure that all of my official activities undertaken on behalf of CIA remain confidential and completely free of actual or potential conflicts of interest. To ensure that no actual or potential conflicts of interest arise, I agree to the conditions set forth in §4 below.

§4. Post-Employment Restrictions. By signing this agreement and accepting the above assignment, I agree that, for a period of one year following the termination of my service with the CIA, I will not undertake employment anywhere in the world as an employee, agent or independent contractor of any military, police, intelligence, security or other similar organization of any foreign nation.

I further agree that for a period of five years following the termination of my service with the CIA, I will report any proposed employment anywhere in the world as an employee, agent or independent contractor of any military, police, intelligence, security or other similar organization of any foreign nation to the CIA Office of General Counsel; and that such employment is subject to approval by the Director of Central Intelligence.

§5. Employment by the United States. I understand that nothing in this agreement shall prevent my employment in any capacity by any agency or department of the United States, upon the termination of my employment with CIA.

\$6. Basis of the Agreement. I understand and agree that I must sign this agreement in order to be considered for assignment as _____ in (City) _____, (Country) _____. I also understand and agree that I may decline to sign the agreement, in which case no adverse action will be taken against me, other than the fact that I will not be considered as a candidate for assignment as _____, (City) _____. I also understand that the fact that I have declined to sign this agreement will not necessarily preclude me from being considered for other similar assignments, although I will be required to execute a similar agreement prior to being considered formally for such assignments.

\$7. Effective Date. I understand and agree that this agreement shall become effective only if I receive an assignment as _____, in (City) _____, (Country) _____, and only if I actually serve as _____, for a period of at least sixty (60) days.

\$8. Irreparable Harm. I understand that irreparable harm may result to the Central Intelligence Agency if I violate the terms of this agreement.

\$9. Damages. I understand that if I breach this agreement or otherwise violate any of its terms, a civil action may be instituted against me in any court of competent jurisdiction. In the event I am found to have breached this agreement, I understand that I may be required to pay damages or be subject to such other remedies, including injunctive relief, as the court deems proper.

\$10. Severability. I understand and agree that, if any term or terms of this agreement are found to be invalid by any court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect.

\$11. Advisory Opinion. I understand and agree that, if I anticipate engaging in any post-employment activities which might reasonably be considered to be governed by this agreement, I will advise the General Counsel, CIA, in writing of the nature and extent of my proposed post-employment activities. In the event the General Counsel concludes that such activities are prohibited by the terms of this agreement, I agree not to engage in such activities pending judicial review of this agreement. I further understand and agree to give the General Counsel, CIA, at least ninety (90) days prior written notice of any such activities I propose to undertake which may be governed by this agreement.

\$12. Interpretation. I understand that, in the event of a dispute or potential dispute regarding the terms of this agreement, a written opinion of the General Counsel, CIA, shall constitute the conclusive determination of the meaning of this agreement or of the meaning of any of its terms.

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BY SIGNING BELOW, I AM INDICATING THAT I HAVE READ THIS ENTIRE AGREEMENT, HAVE NO QUESTIONS ABOUT IT, AND AGREE TO ABIDE BY ITS TERMS WITHOUT ANY MENTAL RESERVATIONS. I AM ALSO INDICATING, BY MY SIGNATURE, THAT I HAVE BEEN GIVEN AT LEAST 72 HOURS TO CONSIDER THE TERMS AND MEANING OF THIS AGREEMENT AND I AM AWARE THAT ONCE THIS AGREEMENT BECOMES BINDING MY POST-EMPLOYMENT ACTIVITIES WILL BE RESTRICTED BY THE TERMS OF THIS DOCUMENT.

Name

Date

BY SIGNING ON THE LINE BELOW, I AM INDICATING THAT I HAVE READ THIS ENTIRE AGREEMENT, THAT I HAVE BEEN GIVEN AT LEAST 72 HOURS TO CONSIDER THE TERMS AND MEANING OF THIS AGREEMENT, AND THAT I HAVE DECLINED TO SIGN THIS AGREEMENT.

Name

Date