

NONDISCLOSURE AGREEMENT BETWEEN SSCI EMPLOYEES AND THE SSCI

I, _____, in consideration for being employed by or engaged by contract or otherwise to perform services for or at the request of, the Senate Select Committee on Intelligence (SSCI) do hereby agree to accept as conditions precedent for my employment or engagement and for my continuing employment or engagement with the SSCI the obligations set forth below:

1. I have read Senate Resolution 400 of the 94th Congress, 2d Session, which established the SSCI. I hereby agree to be bound by the rules of the Senate, including those within the jurisdiction of the Select Committee on Standards and Conduct.

2. I have also read the Rules of the SSCI and hereby agree to be bound by them. I will never divulge, publish, or reveal by writing, word, conduct, or otherwise, either during my tenure with the SSCI or anytime thereafter, any testimony given before the SSCI in executive session (including the name of any witness who appeared or was called to appear before the SSCI in executive session), the contents of any material or information received or generated by the SSCI which has been identified under established SSCI 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 during my tenure with the SSCI staff, or any information classified under Executive Order 11652 which may otherwise come into my possession during my tenure with the SSCI staff, to any person not a member of the SSCI or SSCI staff, for any purpose or in connection with any proceeding, judicial or otherwise, except as authorized by the SSCI in accordance with Section 8 of S. Res. 400, and the SSCI Rules, or in the event of the termination of the SSCI in such a manner as may be determined by the Senate. Nothing in this section prohibits my 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 SSCI 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 position with the SSCI so that they will not be disclosed except as directed by the SSCI in accordance with Section 8 of S. Res. 400 of the 94th Congress and the SSCI Rules or in the event of the termination of the SSCI in such a manner as may be determined by the Senate.

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 tenure with the SSCI staff 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 SSCI 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. If the DCI and the Chairman and Vice Chairman disagree about its disclosure, I recognize that the procedures for disclosure of information described in Section 8 of S. Res. 400 of the 94th Congress shall be followed, or, in the event of the termination of the SSCI, the procedures which may then be determined by the Senate. 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 SSCI, or, in the event of the termination of the SSCI, the authorization as may then be required by the Senate.

5. I hereby agree to report without delay to the SSCI, or in the event of the termination of the SSCI, the Senate, any incident where an attempt is made by any person not a member of the SSCI staff to solicit from me information which I pledge hereby not to disclose.

6. I hereby agree to immediately notify the SSCI, or in the event of the SSCI's termination, the Senate, in the event that I am called upon by the 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 SSCI, or the DCI with the approval of the Chairman and Vice Chairman, upon demand by the Chairman and Vice Chairman of the SSCI, or upon my separation from the SSCI staff, 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 understand that the SSCI Rules provide that the employment of any staff member who violates the Rules shall be immediately terminated.

9. I understand that, in the event the SSCI seeks to terminate my employment on the basis that I have violated the terms of this agreement, the SSCI will provide me, in advance of my termination, a written statement setting forth the alleged violations with which I am charged.

10. 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 or may result from any such divulgence, publication or revelation of information prohibited from disclosure under the terms of this agreement.

11. 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. Nothing in this agreement limits in any way any of the legal rights, responsibilities, or privileges which may exist for either party under S. Res. 100 or the laws or the Constitution of the United States.

12. 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.

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

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

Signature

Date

WITNESS:

Signature

Date