

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

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An agreement between	JAMES ElMER	Mitchell	and the United States.
	(Name :- Printed or	Typed)	
. Intending to be legally boun	d. I hereby accept the obligations	contained in this Assessment in your	

- Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this agreement continue to exist whether or not I am required to sign such subsequent agreements.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized fashion.
- 4. In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI. I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, that I contemplate disclosing to any person not authorized to have access to SCI or that I have prepared for public disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.
- 5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.
- 6. I have been advised that any breach of this Agreement may result in my termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code

 Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 7. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.
- 8. I understand that all information to which I may obtain access by signing this Agreement is now and will remain: the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code.
- 9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed on me by this Agreement apply during the time I am granted access to SCI, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement	it to be und	enforceable, all
other provisions of this Agreement shall remain in full force and effect. This Agreement concerns SCI at	nd does not	t set forth such
other conditions and obligations not related to SCI as may now or hereafter pertain to my employm	ent by or	assignment or
relationship with the Department or Agency.	CL HY:	
CONFIDENTIAL	CL REASON:	
ECOM TO THE PROPERTY OF THE PR	or meason	-

FORM 10-02 4414 (EF)



- 11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose.
- 12. I hereby assign to the United States Government all rights, title and interest, and all royalties, reminerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this
- 13. These restrictions are consistent with and do not supersede conflict with or otherwise after the employee obligations rights or liabilities created by Executive Order 12958. Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public healthror safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes which protect agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18. United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
- 14. This Agreement shall be interpreted under and in conformance with the law of the Lining Co

of the law of	I me united states.	
15. I make this Agreement without any mental recervation or purpose of evasion.	w.	
Heurs Middell	4.	16 June 84
The execution of this Agreement was witnessed by the undersigned who accepted prior condition of access to Sensitive Compartment of Management and Management on	it on behalf of the	United States Government as
WITNESS and ACCEPTANCE		6/16/04
Signature:		Doto
SECURITY BRIEFING / DEBRIEFING	ACKNOW	LEDGMENT

(Special Access Programs by Initials Only) Hitchel Ē CTC SSN (See Notice Below) Printed or Typed Name Organization BRIEF DEBRIEF DATE 16 dune 2554 DATE I hereby ecknowledge that I was briefed on the above Having been reminded of my continuing obligation to comply SCI Special Access Program(s): with the terms of this Agreement, I hereby acknowledge that I was debriated on the above SCI Special Access Program(s): Signature of Individual Briefed Signature of individual Debriated I certify nted by me on the above date was in accordance with relevant SCI procedures. Signature of Briefing/Debriefing Officer SSN (See Notice Below) DO/ CTC/LGC Printed or Typed Name Organization (Name and Address)

NOTICE: The Privacy Act, 5 U.S.C. 522a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what outhority is such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Acount Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have scoses to the information indicated above, 2) determine that your access to the information has terminated, or 3) certify that you have writessed a briefing or debriefing. Although disclosure of your SSN is not mandatory, your failure to do so may impede such certifications or determinations.

FORM 10-02

CONFIDENTIAL 6300+06

SECRECY AGREEMENT

- 1. I. (print full name), hereby agree to accept as a prior condition of my being employed by, or otherwise retained to perform services for, the Central Intelligence Agency, or for staff elements of the contained in this agreement.

 (print full name), hereby agree to accept as a prior condition of my Director of Central Intelligence (hereinafter collectively referred to as the "Central Intelligence Agency"), the obligations
- 2. I understand that in the course of my employment or other service with the Central Intelligence Agency I may be given access to information or material that is classified or is in the process of a classification determination in accordance with the standards set forth in Executive Order 12958 as amended or superceded, or other applicable Executive order, that if disclosed in access to such information or material I will be placed in a position of special confidence and trust and become obligated to protect the information and/or material from unauthorized disclosure.
- 3. In consideration of being employed or otherwise retained to provide services to the Central Intelligence Agency, I hereby agree that I will never disclose in any form or manner, to any person not authorized by the Central Intelligence Agency to receive it, any information or material in either of the following categories:
 - a. information or material received or obtained in the course of my employment or other service with the Central Intelligence Agency that is marked as classified or that I know is classified.
 - b. information or material received or obtained in the coourse of my employment or other service with the Central Intelligence Agency that I know is in the process of a classification determination.
- 4. I understand that it is my responsibility to consult with appropriate management authorities in the component or Directorate that employes me or has retained my services, or with the Central Intelligence Agency's Publications Review Board if I am no longer employed or associated with the Agency, in order to ensure that I know I) whether information or material within my knowledge or control that I have reason to believe might be in either of these categories set forth in paragraph 3 is considered by information or material.
- 5. As a further condition of the special confidence and trust reposed in me by the Central Intelligence Agency, I hereby agree to submit for review by the Central Intelligence Agency any writing or other preparation in any form, including a work of fiction, which contains any mention of intelligence data or activities, or contains any other information or material that might be based on either of the categories set forth in paragraph 3, that I contemplate disclosing publicly or that I have actually prepared for public disclosure, either during my employment or other service with the Central Intelligence Agency or at any time thereafter, prior to agree that I will not take any steps towards public disclosure until I have received written permission to do so from the Central Intelligence Agency.
- 6. I understand that the purpose of the review described in paragraph 5 is to give the Central Intelligence Agency an opportunity to determine whether the information or material that I contemplate disclosing publicly contains any information or material that I have agreed not to disclose. I further understand that the Agency will act upon my submission and make a response to me in a reasonable period of time. I further understand that if I dispute the Agency's initial determination on the basis sources. My failure or refusal to do so may by itself result in denial of permission to publish or otherwise disclose the information or material in dispute.
- 7. I understand that all information or material that I may acquire in the course of my employment or other service with the Central Intelligency Agency that fits either of the categories set forth in paragraph 3 of this agreement are and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law I agree to surrender anything constituting, containing or reflecting such information or material upon demand by an appropriate official of the Central Intelligence Agency, or upon conclusion of my employment or other service with the Central Intelligence Agency.
- 8. I agree to notify the Central Intelligence Agency immediately in the event that I am called upon by judicial or congressional authorities, or by specially established investigatory bodies of the executive branch, to testify about, or provide, information or material that I have agreed herein not to disclose. In any communication with any such authority or body, I shall observe all applicable rules or procedures for ensuring that such information and/or material is handled in a secure manner.
- 9. I understand that nothing contained in this agreement prohibits me from reporting intelligence activities that I consider to be unlawful or improper directly to the Intelligence Oversight Board established by the President, or to any successor body that the President may establish, or to the Select Committee on Intelligence of the House of Representatives or the Senate. I recognize that there are also established procedures for bringing such matters to the attention of the Agency's Inspector General or to the Director of Central Intelligence. In making any report referred to in this paragraph, I will observe all applicable rules or procedures for ensuring the secure handling of any information or material that may be involved. I understand that any such information or material continues to be subject to this agreement for all other purposes and that such reporting does not constitute public disclosure or declassification of that information or material.

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- 10. I understand that any breach of this agreement by me may result in the Central Intelligence Agency taking administrative action against me, which can include temporary loss of pay or termination of my employment or other service with the Central Intelligence Agency. I also understand that if I violate the terms of this agreement, the United States Government may institute a civil proceeding to seek compensatory damages or other appropriate relief. Purther, I understand that the disclosure of information that I have agreed herein not to disclose can, in some circumstances, constitute a criminal offense.
- 11. I understand that the United States Government may, prior to any unauthorized disclosure that is threatened by me, choose to apply to any appropriate court for an order enforcing this agreement. Nothing in this agreement constitutes a waiver on the part constitutes a waiver on my part of any possible defenses I may have in connection with either civil or criminal proceedings that may be brought against me.
- 12. In additional to any other remedy to which the United States Government may be become emittled. I hereby assign to the United States Government all rights, title, and interest in any and all royalties, renumerations and emoluments that have resulted or will result or may result from any divulgence, publication or revelation of information or material by me that is carried out in breach of paragraph 5 of this agreement or that involves information or material prohibiter from disclosure by the terms of this
- 13. I understand and accept that, unless I am provided a written release from this agreement or any portion of it by the Director of Central Intelligence or the Director's representative, all the conditions and obligations accepted by me in this agreement apply both during my employment or other service with the Central Intelligence Agency, and at all times thereafter.
- 14. I understand that the purpose of this agreement is to implement the responsibilities of the Director of Central Intelligence, particularly the responsibility to protect intelligence sources and methods, as specified in the National Security Act of 1947, as
- 15. These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 12958, section 7211 of title 5, United States Code (governing disclosure to Congress); section 1034 of title 10, United States Code, as amended by the Militray Whistleblower Protection Act (governing disclosure to Congress by members of the Military); section 2302(b)(8) of title 5. United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C., 421 et seq.)(governing disclosures that could expose confidential Government agents) and the statutes which protect against disclosure that may compromise the mational security, including section 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligation, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated in this Agreement and are controlling.
- 16. i understand that nothing in this agreement limits or otherwise affects any provision of criminal or other law that may be applicable to the unauthorized disclosure of classified information, including the espionage laws (sections 793, 794 and 798 of title 18, United States Code) and the Intelligence Identities Protection Act of 1982 (P.L. 97-200; 50 U.S.C., 421 et seq.).
- 17. Each of the numbered paragraphs and lettered subparagraphs of this agreement is severable. If a court should find any of the paragraphs or subparagraphs of this agreement to be unenforceable, I understand that all remaining provisions will continue in
 - 18. I make this agreement in good faith and with no purpose of evasion.
 - 19. This agreement shall be interpreted under and in conformance with the law of the United States

| Signature | Sign

The execution of this agreement was witnessed by the undersigned, who accepted it on behalf of the Central Intelligence Agency as a prior condition of the employment or other service of the person whose signature appears above.

WITNESS AND ACCEPTANCE:

Printed Name
10/00/02

		SECURITY FILE NUMBER (AIN)
SENSITIVE CO	MPARTMENTED INFORMATION NONDIS	CLOSURE AGREEMENT
An agreement between	Name - Printed or Typed)	and the United States

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or is in process of a classification determination under the standards of Executive Order 12958 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this agreement continue to exist whether or not I am required to sign such subsequent agreements.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention or peeligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization. SCI I understand that it is my responsibility to consult with appropriate management authorizes in the Department or Agency that authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized rashion.
- 4. In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI. I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to SCI. I further agree that I will not disclose the contents of such preparation with, or showing it to, anyone who is not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.
- 5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.
- 6. I have been advised that any breach of this Agreement may result in my termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 7. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.
- 8. I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793. Title 8. United States Code.
- 9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me write access to SCI. I understand that all conditions and obligations imposed on the by this Agreement apply during the time i am granted access to SCI. and at all times thereafter
- 10 Each provision 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. This Agreement concerns SCI and does not set forth such other conditions and obligations not related to SCI as may now of hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

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- 11. I have read this Agreement carefull of my questions if any, have been answered by satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code and Executive Order 12958, as amended, so that I may read them at this time, if I so choose.
- 12. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this
- 13. These restrictions are consistent with and do not supersede conflict with or otherwise after the employee obligations rights or Section 1034 of Title 10. United States Code, as amended by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures to Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1987 (50 USC 421 et seq.)(governing disclosures that could expose confidential Government agents), and the of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 SO U.S.C. Section 783(b)). The incorporated into this Agreement and are controlling.
 - 14 This Agreement shall be interpreted under and in conformance with the law of the United States

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

CONTRACTOR CONTRACTOR	- MARION	19 66/ 500 C
	Sprague	Dar-
e execution of this Agreement was witnessed by the understone	d who accepted it on behalf of the Ti-	

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a crief condition of access to Sensitive Comparamental Information

VITNESS and ACCEPTANCE	10/24/02
SECURITY BRIEFING /	DEBRIEFING ACKNOWLEDGMENT
SI TK G	
(Specification)	Printed or typed Name Occanization
BRIEF DATE 16/22/2002 Thereby acknowledge that I was priested on the above SCI Special Access Program(s):	DEBRIEF Having been reminded of my community obligation to comply with the terms of this Agreement, I never acknowledge that I was debriefed on the above SCI Special Access Program(s).
Signature of Individual Binefed	Signature of Individual Debneted B was in accordance with relevant SCI procedures
Signature of Rosing/Depreting Officer	SSN (See Notice Ballow) C / A
Printed 5: Typed Name	Organization (Name 2nt. Address)

FTICE. The Privary Act, 5 U.S.C. 522a, requires that fedoral agencies inform individuals, at the time information is solicited from them, whether the closure is mandatory or voluntary, by what authomy such information is solicited, and what uses will be made of the information. You are hereby itset that authority for soliciting your Separal Security Account Number (SSN) is Executive Cross \$337. Your SSN will be used to begin your sequences on it is necessary to 1) certify that you have access to the information indicated above. 2) determine that your access to the information has nineted, or 3) certify that you have witnessed a brighting or depriving Alphough disciplined by your SSN is not including your traute to do so may lead such certifications to obtain another.

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SECRECY AGREEMENT

- being employed by, or otherwise retained to perform services for, the Central Intelligence Agency, or for staff elements of the Contral Intelligence (hereinafter collectively referred to as the "Central Intelligence Agency"), the obligations
- 2 I understand that in the course of my employment or other service with the Central Intelligence Agency I may be given access to information or material that is classified or is in the process of a classification determination in accordance with the standards set forth in Executive Order 12958 as amended or superseded, or other applicable Executive order, that if disclosed in an unauthorized manner would jeopardize intelligence activities of the United States Government. I accept that by being granted access to such information or material I will be placed in a position of special confidence and trust and become obligated to protect the information and/or material from unauthorized disclosure.
- 3. In consideration for being employed or otherwise retained to provide services to the Central Intelligence Agency, I hereby agree that I will never disclose in any form beany-manner, to any person not authorized by the Central Intelligence Agency to receive it, any information or material in either of the following categories:
 - a. Information or material received or obtained in the course of my employment or other service with the Central Intelligence Agency that is marked as classified or that I know is classified;
 - b. information or material received or obtained in the course/of my employment or other service with the Central Intelligence Agency that I know is in the process of a classification determination.
- 4. I understand that it is my responsibility to consult with appropriate management authorities in the component or Directorate that employs me or has retained my services, or with the Central Intelligence Agency's Publications Review Board if I am no longer employed by or associated with the Agency, in order to ensure that I know. I) whether information or material within my knowledge or control that I have reason to believe might be in either of the outgoines set forth in paragraph 3 is considered by the Central Intelligence Agency to fit in either of those categories; and, 25 whom the Agency has authorized to receive such information or materials.
- receive such information or materials.

 5. As a further condition of the special confidence and trust reposed in me of the Central Intelligence Agency, I hereby agree to submit for review by the Central Intelligence Agency any writing or other proparation in any form, including a work of fiction, which contains any mention of mielligence data or activities, or contains any other information or material that might be based upon either of the categories set forth in paragraph 3, that I contemplate disclosing publicly or that I have actually prepared for public disclosure, either during my employment or other service with the Central Intelligence Agency or at any time thereafter, prior to discussing It with or showing it to anyone who is not authorized to have access to the categories set forth in paragraph 3. I further agree that I will not take any steps toward public dischaure until I have received written permission to do so from the Central middingence Agency.
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- 7. I understand that the promation of material that I may acquire in the course of my employment or other service with the Central Intelligence, agreed that I may acquire in the property of the United states becomment times and until otherwise determined by an appropriate official or final ruling of a court of law. I agree to surrender anything constituting containing or reflecting such in conduction or material upon demand by an appropriate official of the Central Intelligence Agency, or upon the conclusion of my employment or other service with the Central Intelligence Agency.
- 8. I agree to notify the Central Intelligence Agency immediately in the event that I am called upon by judicial or congressional authorities, or by specially established investigatory bodies of the executive branch, to testify about, or provide, information or material that I have agreed herein not to disclose. In any communication with any such authority or body, I shall observe all applicable rules or procedures for ensuring that such information and/or material is handled in a secure manner.
- 9. I understand that nothing contained in this agreement prohibits me from reporting intelligence activities that I consider to be unlawful or improper directly to the Intelligence Oversight Board established by the President, or to any successor body that the President may establish, or to the Select Committee on Intelligence of the House of Representatives or the Senate. I recognize that there are also established procedures for bringing such matters to the attention of the Agency's Inspector General or to the Director of Central Intelligence. In making any report referred to in this paragraph, I will observe all applicable rules or procedures for ensuring the secure handling of any information or material that may be involved. I understand that any such information or material continues to be subject to this agreement for all other purposes and that such reporting does not constitute public disclosure or declassification of that information or material.

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- 11. I understand that the United States Government may, prior to any unauthorized disclosure that is threatened by me, choose to apply to any appropriate court for an order enforcing this agreement. Nothing in this agreement constitutes a waiver on the part of the United States to institute a civil or criminal proceeding for any breach of this agreement by me. 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 that may be brought against me.
- 12. In addition to any other remedy to which the United States Government may become entitled, 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 divulgence, publication or revelation of information or material by me that is carried out this agreement.
- 13. I understand and accept that, unless I am provided a written release from this agreement or any portion of it by the Director of Central Intelligence or the Director's representative, all the conditions and obligations accepted by me in this agreement apply both during my employment or other service with the Central Intelligence Agency, and at all times thereafter
- 14. I understand that the purpose of this agreement is to implement the responsibilities of the Director of Central Intelligence, particularly the responsibility to protect intelligence sources and methods, as specified in the National Security Act of
- 15. These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 12958; section 7211 of title 5. United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C., 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including section 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions and habilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
- 16. I understand that nothing in this agreement limits or otherwise affects any provision of criminal or other law that may be applicable to the unauthorized disclosure of classified information, including the espionage laws (sections 793, 794 and 798 of Title 18, United States Code) and the Intelligence Identities Protection Act of 1982 (P.L. 97-200; 50 U.S.C., 421 et seq.).
- 17. Each of the numbered paragraphs and lettered subparagraphs of this agreement is severable. If a court should find any of the paragraphs or subparagraphs of this agreement to be unenforceable. I understand that all remaining provisions will continue in full force.
 - 18. I make this agreement in good faith, and with no purpose of evasion
 - 19. This agreement shall be interpreted under and in conformance with the law of the United States.

Signature

July 5, 2007

Date

The execution of this agreement was witnessed by the undersigned, who accepted it on behalf of the Central Intelligence Agency as a prior condition of the employment or other service of the person whose signature appears above.

WITNESS AND ACCEPTANCE:

Signature

Printed Name

5 July 200

Date

SFN			
U			

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between	James 6/mer N	11.1.11	
	(Name - Printed of	h Typed)	and the United States

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or is in the process of a classification determination under the standards of Executive Order 12958 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom Lounamplate disclosing this information or material have been approved for access to it, and I understand these procedure. I addressed the I may be required to sign subsequent agreements upon being granted access to different categories of SCI 1 furtheres that all my obligations under this Agreement continue to exist whether or not I am required to sign such subsequent agreements
- 3. I have been advised that the unauthorized discloure unauthorized recention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department of Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with this Department or Agency or a contractor thereof, in order to ensure that
- SCI, whether or not I am still employed by or associated with this Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to be it might be SCI, or related to or regulation not to disclose any cle still information or material in an unauthorized fashion.

 4. In consideration of being raines access to SCI and of being assigned or retained in an asso obligated by law and requiring access to SCI. I hereby agree the still the properties of the prop
- S. I understand that the mapose of the review described paragraph 4 so give the determine whether the preparation submitted persuant to paragraph 4 sets of any SCL.) If Agency to which I have made a submission will act upon it continuous with it the intelligence o give the United States reasonable opportunity to any SCL. I farther understand that the Department or

- Agency to which I have made a submission will act upon it configurately which the intelligence I ommunity when appropriate, and make a response to me within a reasonable line and to exceed 30 working days from date of receiptions.

 6 I have been extract that my breath of this agreement may result in the termination of my access to SCI and removal from a position of special confidence and must reducing such access, as well as the termination of my conjudence or other editionships with any Department of special confidence and must reducing such access, as well as the termination of my conjudence or other editionships with any Department of Special confidence and must reducing such access, as well as the termination of my conjudence or other editionships with any Department of Special confidence of SCI and removal from a position of special confidence and must reducing such access, as well as the termination of my conjudence of SCI and removal from a position of special confidence of ScI and removal from a position of special confidence of ScI and removal from a position of special confidence of ScI and removal from a position of special confidence of SCI and removal from a position of ScI and removal from a special confidence of SCI and removal from a position of ScI and removal from a special removal from a special confidence of ScI and removal from a special confidence of ScI and removal from a special may be a violation of Section 793. Title 18. United States Code
- 9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to SCI, and at all times thereafter.
- 10. Each provision 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. This Agreement concerns SCI and does not set forth such other conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with
- If any law read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose.

FORM 4414 (Repleces Form 4355 which is observed and efficiency be used)

that have resulted, will result, or r is im any disclosure, principal that have resulted, will result, or r is im any disclosure, principal that have resulted, will result, or r is im any disclosure, principal to the result of title to title to the result of title to title t	ublication, or revelatio. At tent we sede conflict with or otherwise alter the 5. United States Code (governing disclos leblower Protection Act (governing disclos as amended by the Whistleblower Protection Act in the Intelligence Identities Protection Act agents), and the statutes which prote to the Intelligence Identities Protection Act agents), and the statutes which prote to the Intelligence Identities Protection and agents, and 952 of title 18, United States e definitions, requirements, obligations, and into this Agreement and are controlliging mance with the law of the United States of purpose of evasion.	ures to Congress): section 1034 losure to Congress by members tion Act (governing disclosures a of 1982 (50 USC 421 et seq.) tet against disclosure that may a Code, and section 4(b) of the rights, sanctions and liabilities are the code of the code of the code of the code.
WITNESS and ACCEPTANCE		
ACCEPTANCE:	Signature	
	Signarure	Date
SECURITY BRIEFING / DEBF	HESO HES	
(Special Access De	ograms by Initials Only)	
(Opecial Access Pill	grams by Initials Only)	
SSN (See Notice Below) BRIEF DATE 5 July ZOZZ	DEDDIEC	T/ots Organization
· ·		
I hereby acknowledge that I was briefed on the above SCI Special Access Programs(s):	Having been reminded of my concompty with the terms of this Agnacknowledge that I was debriefed SCI Special Access Programs(s):	Domont I home
I hereby acknowledge that I was briefed on the above SCI Special Access Programs(s): Signature of Individual Briefed Certify that the briefing presented by me on the above date	acknowledge that I was debriefed SCI Special Access Programs(s):	on the above

NOTICE: The Privacy Act, 5 U.S.C. 522a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your, SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above, 2) determine that your access to the information indicated has terminated, or 3) certify that you have witnessed a briefing or debriefing. Although disclosure of your SSN is not mandatory, your failure to do so may

ARC/SEC

Signature of Arieting/Dehrleting Officer

Printed or Typed Name.

SSN (See Notice Below)

Organization (Name and Address)

		MEDEWIAE		
US Cas	silication/// S//SCI//Codewor	rd/FGV/Dissom Controls/A	on Intell//D	procruste)
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agreement between		ce Jes	Sen	and the United States.
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1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, heremather referred to in this Agreement as Sensitive classified or is in process of a classification determination under the standards of Executive Order 12958 or other Executive order United States Government.

An agreement b

- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this agreement continue to exist whether or not I am required to sign such subsequent agreements.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be, or related to or derived from SCI, is considered by such Department or Agency to be SCI. I further fashion.
- 4. In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, that I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and hereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is o, anyone who is not authorized to have access to SCI until I have received written authorization from the Department or Agency had last authorized my access to SCI that such disclosure is permitted.
- 5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to letermine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.
- 5. I have been advised that any breach of this Agreement may result in my termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized ind 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code.

 Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 7. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.
- 3. I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of he United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such aformation. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code.
- Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed on me by this Agreement apply during the time I am

0. E ther ther	conditions	and of	Agreement is severable. If a court should find any provision of this Agreement shall remain in full force and effect. This Agreement concerns SCI obligations not related to SCI as may now or hereafter pertain to my employ partment or Agency.	ent to be unenforceable, all and does not set forth such ment by or assignment or
191M 1-02	4414	(EF)	Page 1 of 2	CL BY: CL REASON: DECI ON ORV FROM:
	-			

US Classification/Non-US//SCI//Codeword/FSI//Dissent Controls/(Non-Intelli//Decime (as appropriate)
11. I have read this Agreement carefully—d my questions, if any, have been answered—my satisfaction. 1 acknowledge that the United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose.
12. I dereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this
13. These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or Section 1034 of Title 10. United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress); Congress by members of the Military), Section 2302(b)(8) of Title 5. United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Protection Act (governing disclosure of illegality, waste, frand, abuse or public healthron safety threats); the Intelligence Identities statutes which protect agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18. United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are
14. This Agreement shall be interpreted under and in conformance with the law of the United States.
15. I make this Agreement without any mental reservation or purpose of evasion.
16 06 04
The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Company and Information.
WITNESS and ACCEPTANCE: 6/16/04
SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT
(Special Access Programs by Initials Only) SSN (See Notice Below) Printed or Typed Name Organization
BRIEF DATE DEBRIEF DATE
SCI Special Access Program(s): Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):
Signature of Individual Briefed Signature of Individual Debriefed
nted by me on the above date was in accordance with relevant SCI azonarbites.
Signature of Briefing/Debriefing Officer SSN (See Notice Below)
Do/CTC/661
Printed or Typed Name Organization (Name and Address)
OTICE: The Privacy Act, 5 U.S.C. 522a, requires that lederal agencies inform individuals, at the time information is solicited from their neither the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information use hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 93.97. Your SSN will be use identify you precisely when it is necessary to 1) certify that you have access to the information indicated above, 2) determine that your access and atomy, your failure to do so that may impede such certifications or determinations. Although disclosure of your SSN is no



SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An agreement between		OKEDINIE!41
- and reminent between	John B. Jessen	and the United States.
tending to be lamit.	(Name Printed or Typed)	

- i. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCD). I have been advised that SCI involves or derives from intelligence sources or methods and is or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material agreements upon being granted access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreement continue to exist whether or not I am required to sign such subsequent agreements.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be, or related to or derived from SCI, is considered by such Department or Agency to be SCI. I further tashion.
- 4. In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to SCI. I further agree that I will not disclose the contents of such preparation with, or showing it to, anyone who is not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.
- 5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.
- 6. I have been advised that any breach of this Agreement may result in my termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 7. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.
- 8. I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request. I understand this may be a violation of Section 793, Title 18, United States Code.
- 9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed on me by this Agreement apply during the time I am granted access to SCI, and at all times thereafter
- 10. Each provision 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. This Agreement concerns SCI and does not set forth such other conditions and obligations not related to SCI as may now or bereafter pertain to my employment by or assignment or relationship with the Department or Agency.

of 2
CONFIDENTIAL Page 2



- 11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose.
- 12. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this
- 13. These restrictions are consistent with and do not supersede conflict with or otherwise after the employee obligations rights or Section 1034 of Title 10. United States Code, as amended by the Military Mhistleblower Protection Act (governing disclosures to Congress); Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identifies statutes which protect agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18. United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The incorporated into this Agreement and are controlling.
- 14. This Agreement shall be interpreted under and in conformance with the law of the United States.

15. I make this Agreement without any mental reseptation or purpose of avasion

	x call roce		x 31-Agre-07
The execution of this Agreement was prior condition of access to Sensitive	witnessed by the undersigned who a	accepted it on behalf of the U	nited States Government as

WITNESS and ACCEPTANCE

SECURITY BRIEFING / DE	BRIEFING ACKNOWLEDGMENT
CAC	
!Special Acco	ess Programs by initials Only)
John John	B. Tessen CTC/RDE
BRIEF DATE 8/3/107 I hereby acknowledge that I was briefed on the above	DEBRIEF DATE Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby ecknowledge that
Sci Special Access Program's):	was debriefed on the above SCI Special Access Program(s):
Signature of Inductional Bristed	was debriefed on the above SCI Special Access Program(s): Signature of Individual Debriefed
X Signature of Industrial Bristed	was debriefed on the above SCI Special Access Program(s): Signature of Individual Debriefed
x De Jan	was debriefed on the above SCI Special Access Program(s): Signature of Individual Debriefed
Signature of Inducidual Bristed sertify that the briefing presented by the on the above date w	was debriefed on the above SCI Special Access Program(s): Signature of Individual Debriefed vas in accordance with relevant SCI procedures.

CONFIDENTIAL

Secret

SENSITIVE INFORMATION NON- DISCLOSURÉ AGREEMENT

An agreement between John B. Jossen and the United States. Intending to be legally bound, I accept the obligations contained in this Agreement in consideration of being granted access to information or material pertaining to the program. I understand and accept that being granted access to the program, special confidence and trust has been placed in me by the United States Government.

I acknowledge that I have received a security indoctrination concerning the protection of information, material and identity of personnel to which I have access as under this program

I have been advised that any breach of this Agreement will result in termination of my employment or other relationships with the USG. I understand that any breach of this agreement may subject me to penalties under the provisions of Title 18, United States Code

I have read this Agreement carefully and sign without duress and with no purpose of

SSN:

AIN

The execution of this Agreement was witnessed by the undersigned

Signantic /

Date 7 03

B-2/2 1403

Secret

SECRECY AGREEMENT

- intelligence (hereinafter collectively referred to as the "Central Intelligence Agency"), the obligations contained in this agreement.
- I understand that in the course of my employment or other service with the Central Intelligence Agency I may be given access to information or material that is classified or is in the process of a classification determination in accordance with the standards set information or material that is classified or is in the process of a classification determination in accordance with the standards set forth in Executive Order 12958 as amended or superceded, or other applicable Executive order, that if disclosed in an unauthorized manner would jeopardize intelligence activities of the United States Government. I accept that being granted access to such information or material I will be placed in a position of special confidence and trust and become obligated to protect the information
- 3 In consideration of being employed or otherwise retained to provide services to the Central Intelligence Agency, I hereby agree that I will never disclose in any form or manner, to any person not authorized by the Central Intelligence Agency to receive it, any
 - a. information or material received or obtained in the course of my employment or other service with the Central Intelligence
 - b. information or material received or obtained in the course of my employment or other service with the Central Intelligence
- Agency that I know is in the process of a classification determination

 4. I understand that it is my responsibility to consult with appropriate management authorities in the component or Directorate that employs me or has retained my services, or with the Central Intelligence Agency's Publications Review Board if I am no longer employs me or has retained my services, or with the Central intelligence Agency's rubheations keview board it aim no longer employed or associated with the Agency, in order to ensure that I know I) whether information or material within my knowledge or control that I have reason to believe might be in either of these categories set forth in paragraph 3 is considered by the Central Intelligence Agency to fit in either of those categories; and 2) whom the Agency has authorized to receive such information or
- 5. As a further condition of the special confidence and trust reposed in me by the Central Intelligence Agency. I hereby agree to submit for review by the Central Intelligence Agency any writing or other preparation in any form, including a work of fiction, which contains any mention of intelligence data or activities, or contains any other information or material that might be based on either of the categories set forth in paragraph 3, that I contemplate disclosing publicly or that I have actually prepared for public disclosure, either during my employment or other service with the Central Intelligence Agency or at any time thereafter, prior to discussing it with or showing it to anyone who is not authorized to have access to the categories set forth in paragraph 3. I further agree that I will not take any steps towards public disclosure until I have received written permission to do so from the Central Intelligence Agency.
- 6. I understand that the purpose of the review described in paragraph 5 is to give the Central Intelligence Agency an opportunity to e. I understand that the purpose of the review described in paragraph 3 is to give the determine whether the information or material that I contemplate disclosing publicly contains any information or material that I have agreed not to disclose. I further understand that the Agency will act upon my submission and make a response to me in a reasonable period of time. I further understand that if I dispute the Agency's initial determination on the basis that the information or material in question derives from public sources. I may be called upon to specifically identify such sources. My failure or refusal to do so may by itself result in denial of permission to publish or otherwise disclose the information or material in dispute
- I understand that all information or material that I may acquire in the course of my employment or other service with the Central intelligency Agency that fits either of the categories set forth in paragraph 3 of this agreement are and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law I agree to surrender anything constituting, containing or reflecting such information or material upon demand by an appropriate official of the Central Intelligence Agency, or upon conclusion of my employment or other service with the Central Intelligence Agency
- 8 I agree to notify the Central Intelligence Agency immediately in the event that I am called upon by judicial or congressional authorities, or by specially established investigatory hodies of the executive branch, to testify about, or provide, information or material that I have agreed herein not to disclose. In any communication with any such authority or body, I shall observe all applicable rules or procedures for ensuring that such information and/or material is handled in a secure manner.
- 9 I understand that nothing contained in this agreement prohibits me from reporting intelligence activities that I consider to be President may establish, or to the Select Committee on Intelligence of the House of Representatives or the Senate - I recognize that there are also established procedures for bringing such matters to the attention of the Agency's inspector General or to the Director of Central Intelligence. In making any report referred to in this paragraph, I will observe all applicable rules or procedures for ensuring the secure handling of any information or material that may be involved. I understand that any such information or material continues to be subject to this agreement for all other purposes and that such reporting does not constitute public disclosure or

OBSOLETE PREVIOUS FORM 10-02 368 (EF)

Case 2:15-cv-00286-JLQ Document 84-3 Filed 10/11/16

- 10. I understand that any breach of this agreement by me may result in the Central Intelligence Agency taking administrative action against me, which can include temporary foss of pay or termination of my employment or other service with the Central Intelligence to seek compensatory damages or other appropriate relief. Further, I understand that the disclosure of information that I have agreed herein not te disclose can, in some circumstances, constitute a criminal offense.
- If I understand that the United States Government may prior to any unauthorized disclosure that is threatened by me, choose to apply to any appropriate court for an order enforcing this agreement. Nothing in this agreement constitutes a waiver on the part of the waiver on my part of any possible defenses I may have in connection with either civil or criminal proceedings that may be brought against me.
- 12. In addition to any other remedy to which the United States Government may become entitled. I hereby assign to the United States Government all rights, title, and interest in any and all royalites, renumerations and emoluments that have resulted or will result or may this agreement or that involves information or material prohibited from disclosure by the terms of its agreement.
- 13. I understand and accept that unless I am provided a written release from this agreement or any portion of it by the Director of Central Intelligence or the Director's representative, all the conditions and obligations accepted by me in this agreement apply both during my employment or other service with the Central Intelligence Agency, and at all times thereafter.
- 14 I understand that the purpose of this agreement is to implement the responsibilities of the Director of Central Intelligence, particularly the responsibility to protect intelligence sources and methods, as specified in the National Security Act of 1947, as
- 15 These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress), section members of the Military), section 2302(b)(8) of title 5. United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats), the Intelligence Identities Protection Act 1982 (50 U.S.C., 421 et seq.)(governing disclosures that enal disclosures that may compromise the national security, including section 641, 793, 794, 798, and 952 of title 18. United States rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated in this Agreement and are
- 16. I understand that nothing in this agreement limits or otherwise affects any provision of criminal or other law that may be applicable to the unauthorized disclosure of classified information, including the espionage laws (sections 793, 794 and 798 of title 18, United States Code) and the Intelligence Identities Protection Act of 1982 (P.L. 97-200, 50 U.S.C. 421 et seq.)
- 17 Each of the numbered paragraphs and lettered subparagraphs of this agreement is severable. If a court should find any of the paragraphs or subparagraphs of this agreement to be unenforceable. I understand that all remaining provisions will continue in full
- 18. I make this agreement in good faith and with no purpose of evasion
- 19. This agreement shall be interpreted under and in conformance with the law of the United State

MAY 6 03
Date

The execution of this agreement was witnessed by the undersigned, who accepted it on behalf of the Central Intelligence Agency as a prior condition of the employment or other service of the person whose signature appears above

WITNESS AND ACCEPTANCE:

	Signature	0.0000.000
	Printed Name	•
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	Date	A 1

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An agreement between	Jours 1	2	\	VON DISCLOSU	RE AGREEMENT
		Name - Pr	lessen		and the United States.
statute I understand and accept the States Government.	protected I have sification at by bein	within Special been advised to determination using granted access	ations contained in Access Programs, hat SCI involves of inder the standards is to SCI, special co	this Agreement in or hereinafter referred to derives from intelli- of Executive Order 1 infidence and trust shi	2958 or other Executive order or all be placed in me by the United
procedures to be followed in ascer- been approved for access to it, and upon being granted access to differ exist whether or not I am required to	taining what undersue the categories sign such	yed a security in hether other per and these process tries of SCI 1 fi h subsequent as	adoctrination concessons to whom I condures. I understand urther understand the	rning the nature and itemplate disclosing i that I may be require at all my obligations	protection of SCI, including the this information or material have do to sign subsequent agreements under this agreements
I have been advised that the in irreparable injury to the United States are the United States Government departs understand that it is my responsible authorized my access to SCI, when thereof, in order to ensure that I kninght be, or related to or derived finalso obligated by law and regulation.	nauthorize tes or be : e SCI to : nent or a lity to co her or not ow whether rom SCI, not to dis	ed disclosure, u used to advanta, anyone who is a geency (hereina insult with appr t I am still emp er information of is considered b sclose any classi	nauthorized retenting by a foreign national authorized to refer Department or opprate management loyed by or associal within nor material within noy such Department fied information or	on, or negligen: hand on. I hereby agree the corve it without pro- Agency) that last a ta authorities in the sted with that Depart by knowledge or com- or Agency to be SCI material in an unauth	dling of SCI by me could cause that I will never divulge anything or written authorization from the authorized my access to SCI. I Department or Agency that last ment or Agency or a contractor tool that I have reason to beheve I further understand that I am orized fashion
In consideration of being grante requiring access to SCI, I hereby ag such information or material, any with contain any SCI or description of accontemplate disclosing to any personal agree that my obligation to submagne to make any required submiss have access to SCI. I further agree authorized to have access to SCI un access to SCI that such disclosure is	tivities the not authorit such prioritions priorithat I will til I have permitted.	at produce or re orized to have a eparations for re to discussing to not disclose the received written	in in any form, incleate to SCI or that access to SCI or that access to SCI or that the preparation with the preparation with e contents of such produced in authorization from	uding a work of ficti I have reason to belin t I have prepared for g the course of my ac to, or showing it to, a preparation with, or s in the Department or	ton, that contains or purports to eve are derived from SCI, that I public disclosure. I understand cess to SCI and thereafter, and I myone who is not authorized to howing it to, anyone who is not Agency that last authorized my
5 I understand that the purpose of determine whether the preparation stagency to which I have made a submake a response to me within a reaso	nable time	c, not to exceed	30 working days for	the Intelligence Con	nmunity when appropriate and
5. I have been advised that any bre position of special confidence and in- any Department or Agency that provi SCI by me may constitute violations. United States Code, and of Section 78 States of the right to prosecute me for	of United 33(b), Titl any statu	States criminal le 50, United State fory violation	laws, including pro- ates Code Nothing	visions of Sections 75 in this agreement cor	any unauthorized disclosure of 33, 794, 798, and 952, Title 18, astitutes a waiver by the United
7 I understand that the United State limited to, application for a court or the action can be brought against r Government may elect to file the acti- assessed against me if I lose such acti-	S Government on Court	ment may seek a nting disclosure of the several costs and reaso	any remedy availab of information in b appropriate Unite mable attorneys fee	le to it to enforce this preach of this Agreen and States District Co is incurred by the Uni	Agreement including, but not nent. I have been advised that ourts where the United States ted States Government may be
b. I understand that all information to United States Government unless and such determination. I do not now, no that I shall return all materials that in demand by an authorized representa- relationship with the United States Government.	which I runtil other will I ever will be the work with the work will be the w	may obtain accessive determine yer, possess any come into my possess to United State t entity providing Section 793, Tit	ss by signing this A ad by an appropriate nght, interest, title assession or for wh as Government or ag me access to suc le 18 United States	greement is now and cofficial or final rulin, or claim whatsoever ich i am responsible upon the conclusion h materials. If I do r	will remain the property of the g of a court of law. Subject to r to such information. I agree because of such access, upon of my employment or other tool return such materials upon
access to SCI. I understand that all or access to SCI, and at all times thereaft	enditions a	an authorized r	epresentative of the imposed on me by	Department or Ages this Agreement apply	ncy that last provided me with during the time I am granted
10 Each provision of this Agreement other provisions of this Agreement st other conditions and obligations not relationship with the Department or Ag	is severa all remain related to gency	able If a court n in full force a to SCI as may	should find any pr nd effect. This Ag now or hereafter	ovision of this Agree reement concerns SC pertain to my empli	ment to be unenforceable, all and does not set forth such owners by or assignment or

4414 (EF)

CL BY CL REASON DECL ON DRV FROM

Poge 1 of 2



- II. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 193, 194, 198 and 952 of Title 18, United States Code, and Section 183(b) of Title United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose
- 12. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement
- 13 These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or 1034 of Title 10, United States Code, as amended by Executive Order 12958, Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section members of the Military). Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures to Congress by (governing disclosure) of illegality, waste fraud, abuse or public health or safety threats), the Intelligence Identities Protection Act of agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, and are controlling.
- 14 This Agreement shall be interpreted under and in confermance with the law of the United States.
- 15. I make this Agreement without any mental reservation or purpose of evasion

MAY 6.03

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Comparimented Information

WITNESS and ACCEPTANCE

4414 (EF)

SECURITY BRIEFING / DE	BRIEFING ACKNOWLEDGMENT
G TK	
John B	ess Programs by Initials Only) NUCL Jessen I C ted or Typed Name Organization
BRIEF DATE MAY 6 - D 3 Chereby acknowledge that I was briefed on the above SCI Special Access Program(s) Signature of Individual Briefed	DEBRIEF DATE Having been reminded of my continuing obligation to comply with the terms of this Agreement, hereby acknowledge that I was debriefed on the above SCI Special Access Program(s)
ort.	Signature of Individual Debnefed in accordance with relevant SCI procedures
Signature of Bolefing/Debnefing Officer	SSN (See Notice Selow)
Printed or Typed Name	The second secon



CENT Y

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between	DOWN BRUCE DESSEN	
	(Name - Printed or Typed)	and the United State

- i. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or is in the process of a classification determination under the standards of Executive Order 12958 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government
- 2. I hereby acknowledge that I have received a security indocumation concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other process to whom I comemplate disclosing this information or material have been procedures to be ronowed in ascertaining whether other persons to whole Learninghate discussing any intermination of material have been approved for access to it, and I understand these procedure. I addressed that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all may be required to sign subsequent agreements upon my obligations under this Agreement continue to exist
- 3. I have been advised that the unauthorized disclosure unauthorized retrotion, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to
- States Government department or agency (nereinatter Department of Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to I know whether information or material within my knowledge or control that I have reason to believe might be SCI, or related to or regulation not to disclose any classific information or material in an unauthorized fashion.

 4. In consideration of being strains, access to SCI and of being assigned or retained in a small of special confidence and trust requiring access to SCI. I hereby agit so simult for security review by the Department or Agency in last authorized my access to such information or material, may writing of the interpretary access to such information or material, may writing of the interpretary access to such information or material, may writing of the interpretary access to such information or material, may writing of the interpretary access to such information or material, may writing of the interpretary access to such information or material, may writing of the interpretary access to such information or material, may writing of the interpretary access to such information or material, may access to such information or material may access to such info

- determine whether the preparation submitted persuant to paragraph 4 sets for any SCI. If firther understand that the Department or Agency to which I have made a submission will act upon it, conditionally that it the Intelligence Community when appropriate, and make a response to me within a resonable time not to exceed 30 working days from date of media.

 6. I have been paragred that any breath of this agreement may result in the termination of my employment or other efficionships with position of special confidence and rust educing sites access, as well as the termination of my employment or other efficionships with any Department of the provides are with recess to SCI. In admitted a the termination of my employment or other efficionships with by me may constitute a value of the states of the right of a state of the right of the second read of the following of united States Code. Nothing in this content are employ including, but not limited to, application for constitution of any statilized electronic may be a state of information in breach of this Agreement and the community of the transportance of the states of the right of a constitution of the constitution of the
- 9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted
- 10. Each provision 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. This Agreement concerns SCI and does not set forth such other conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with
- 11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, and Section 783(b) of Title 50. United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose,

FORM 4414 "Reptaces Form 4355 which is obsolets and will not be used."

- 12. I hereby assign to the United Spies Government all rights, title and interest, and all projecties, remunerations, and emoluments that have resulted, will result, or may rest in any disclosure, publication, or revelation not comment with the terms of this Agreement.
- 13 These restrictions are consistent with and do not supersede conflict with or otherwise after the employee obligations rights or liabilities created by Executive Order 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the Military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including section 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
 - 14. This Agreement shall be interpreted under and in conformance with the law of the United S

13. I make this Agreement without any menual re	servation of response of averies	
- 1 V 1	A A CONTRACTOR OF EVENTOR.	
- Will	I lether	J G 12
	Stenature	1000
The execution of this Agreement was mitaged by	0	Date

as witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

ITNESS and ACCEPTANCE	Signature Date
SECURITY BRIEFING / DEBI	RIEFING ACKNOWLEDGMENT
JOHN BRUCE	Ograms by Initials Only) SAG- Clegger Typed Name Organization DEBRIEF DATE
i hereby acknowledge that I was briefed on the above SCI Special Access Programs(s). Signature of Individual Briefed	Having been reminded of my continuing obligation to comply with the terms of this Agreement. I hereby acknowledge that I was debriefed on the above SCI Special Access Programs(s):
	Signature of Individual Debriefed
certify that the briefing presented by me on the above dat	e was in accordance with relevant SCI procedures.
Signature of Briefing/Debriefing Officer	SSN (See Notice Below)
	ARC/SEC
Printed or Typed Name	Organization (Name and Address)

NOTICE The Privacy Act, 5 U.S.C. 522s, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above, 2) determine that your access to the information indicated has terminated, or 3) certify that you have writnessed a briefing or debriefing. Although disclosure of your SSN is not mandatory, your failure to do so may impede such certifications or determinations.