

Select Committee on Assassinations Nondisclosure Agreement

I, _____, in consideration for being employed by or engaged by contract or otherwise to perform services for or at the request of the House Select Committee on Assassinations, or any Member thereof, do hereby make the representations and accept the obligations set forth below as conditions precedent for my employment or engagement, or for my continuing employment or engagement, with the Select Committee, the United States House of Representatives, or the United States Congress.

1. I have read the Rules of the Select Committee, and I hereby agree to be bound by them and by the Rules of the House of Representatives.

2. I hereby agree never to divulge, publish or reveal by words, conduct or otherwise, any testimony given before the Select Committee in executive session (including the name of any witness who appeared or was summoned to appear before the Select Committee in executive session), any classifiable and properly classified information (as defined in 5 U.S.C. §552(b)(1)), or any information pertaining to intelligence sources or methods as designated by the Director of Central Intelligence, or any confidential information that is received by the Select Committee or that comes into my possession by virtue of my position with the Select Committee, to any person not a member of the Select Committee or its staff or the personal staff representative of a Committee Member unless authorized in writing by the Select Committee, or, after the Select Committee's termination, by such manner as the House of Representatives may determine or, in the absence of a determination by the House, in such manner as the Agency or Department from which the information originated may determine. I further agree not to divulge, publish or reveal by words, conduct or otherwise, any other information which is received by the Select Committee or which comes into my possession by virtue of my position with the Select Committee, for the duration of the Select Committee's existence.

3. I hereby agree that any material that is based upon or may include information that I hereby pledge not to disclose, and that is contemplated for publication by me will, prior to discussing it with or showing it to any publishers, editors or literary agents, be submitted to the Select Committee to determine whether said material contains any information that I hereby pledge not to disclose. The Chairman of the Select Committee shall consult with the Director of Central Intelligence for the purpose of the Chairman's determination as to whether or not the material contains information that I pledge not to disclose. I further agree to take no steps toward publication until authorized in writing by the Select Committee, or after its termination, by such manner as the House of Representatives

may determine, or in the absence of a determination by the House, in such manner as the Agency or Department from which the information originated may determine.

4. I hereby agree to familiarize myself with the Select Committee's security procedures, and provide at all times the required degree of protection against unauthorized disclosure for all information and materials that come into my possession by virtue of my position with the Select Committee.

5. I hereby agree to immediately notify the Select Committee of any attempt by any person not a member of the Select Committee staff to solicit information from me that I pledge not to disclose.

6. I hereby agree to immediately notify the Select Committee if I am called upon to testify or provide information to the proper authorities that I pledge not to disclose. I will request that my obligation to respond is established by the Select Committee, or after its termination, by such manner as the House of Representatives may determine, before I do so.

7. I hereby agree to surrender to the Select Committee upon demand by the Chairman or upon my separation from the Select Committee staff, any material, including any classified information or information pertaining to intelligence sources or methods as designated by the Director of Central Intelligence, which comes into my possession by virtue of my position with the Select Committee. I hereby acknowledge that all documents acquired by me in the course of my employment are and remain the property of the United States.

8. I understand that any violation of the Select Committee Rules, security procedures or this agreement shall constitute grounds for dismissal from my current employment.

9. 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 may result from any divulgence, publication or revelation in violation of this agreement.

10. I understand and agree that the United States Government may choose to apply, prior to any unauthorized disclosure by me, for a court order prohibiting disclosure. Nothing in this agreement constitutes a waiver on the part of the United States of the right to prosecute for any statutory violation. Nothing in this agreement constitutes a waiver on my part of any defenses I may otherwise have in any civil or criminal proceedings.

11. I have read the provisions of the Espionage Laws, Sections 793, 794 and 798, Title 18, United States Code, and of Section 783, Title 50, United States Code, and I am aware that unauthorized disclosure of certain classified information may subject me to prosecution. I have read Section 1001, Title 18, United States Code, and I am aware that the making of a false statement herein is punishable as a felony. I have also read Executive Order 11652, and the implementing National Security Council directive of May 17, 1972, relating to the protection of classified information.

12. Unless released in writing from this agreement or any portion thereof by the Select Committee, I recognize that all the conditions and obligations imposed on me by this agreement apply during my Committee employment or engagement and continue to apply after the relationship is terminated.

13. No consultant shall indicate, divulge or acknowledge, without written permission of the Select Committee, the fact that the Select Committee has engaged him or her by contract as a consultant until after the Select Committee has terminated.

14. In addition to any rights for criminal prosecution or for injunctive relief the United States Government may have for violation of this agreement, the United States Government may file a civil suit in an appropriate court for damages as a consequence of a breach of this agreement. The costs of any civil suit brought by the United States for breach of this agreement, including court costs, investigative expenses, and reasonable attorney fees, shall be borne by any defendant who loses such suit. In any civil suit for damages successfully brought by the United States Government for breach of this agreement, actual damages may be recovered, or, in the event that such actual damages may be impossible to calculate, liquidated damages in an amount of \$5,000 shall be awarded as a reasonable estimate for damages to the credibility and effectiveness of the investigation.

15. I hereby agree that in any suit by the United States Government for injunctive or monetary relief pursuant to the terms of this agreement, personal jurisdiction shall obtain and venue shall lie in the United States District Court for the District of Columbia, or in any other appropriate United States District Court in which the United States may elect to bring suit. I further agree that the law of the District of Columbia shall govern the interpretation and construction of this agreement.

16. Each provision of this agreement is severable. If a court should find any part of this agreement to be unenforceable, all other provisions of this agreement shall remain in full force and effect.

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

Date: _____

LOUIS STOKES, Chairman
Select Committee on Assassinations