SENSeSFUl COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between

Hillary Rodham Clinton

and the United States.

1. I hereby accept the obligations contained in this Agreement in consideration of my being granted access to SCI, and I acknowledge that failure to maintain the security and protection of SCI, including the procedures to be followed in disclosing information, may result in serious consequences, including the loss of my security clearance and the potential for civil and criminal liability.

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 disclosing information or material that may not be released to any other persons without my consent. I understand and agree that any unauthorized disclosure of SCI or other sensitive information may result in serious consequences, including the loss of my security clearance and the potential for civil and criminal liability.

3. I have been advised that the unauthorized disclosure of SCI or other sensitive information may result in serious consequences, including the loss of my security clearance and the potential for civil and criminal liability.

4. I understand that the purpose of the procedures described in paragraph 4 is to ensure that the United States has a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 is complete with respect to SCI. I understand that the Department or Agency to which I have submitted a submission will act upon it, coordinating with the Intelligence Community when appropriate, and making a decision with respect to SCI in a timely manner.

5. I understand that the United States Government may seek any remedy available to it in order 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 this action may be brought against me in any of the several appropriate United States District Courts where the United States Government may seek to enforce the Agreement. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I fail to comply.

6. I understand that all information to which I may obtain access by virtue of this Agreement is protected by law and cannot be disclosed to any other person without the prior written consent of the United States Government. I understand that the United States Government may seek any remedy available to it in order to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that this briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 733(b) of Title 30, United States Code, and Executive Order 12358, 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 enhancements 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's obligations under or liabilities created by Executive Order 12358; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1054 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2102(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegalities, 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 embarrass confidential Government agents), and the statutes which protect agent disclosures which may compromise national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Selective Service Act of 1950 (50 U.S.C. 783(b)). The definition, requirements, obligations, rights, remedies 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 accordance with the laws of the United States.

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

[Signature]

Date: 22 January 2009

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 Compartmented Information.

WITNESS and ACCEPTANCE:

[Signature]

Date: 22 January 2009

SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

SI

G

TK

HCS

(Special Access Programs by Initials Only)

SSN (See Notice Below)

Hillary Rodham Clinton

Printed or Typed Name

Organization

BRIEF

DATE: 22 January 2009

I hereby acknowledge that I was briefed on the above SCI Special Access Program(s):

[Signature of Individual Briefed]

DEBRIEF

DATE: 

Having been reminded of any 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 Debriefed]

I certify that the briefing/debriefing presented to me on the above date was in accordance with the relevant SCI procedures.

[Signature of Briefer/Debriefing Officer]

SSN (See Notice Below)

[Organization (Name and Address)]

NOTICE: The Privacy Act, 5 U.S.C. 522g, 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 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 impede such certifications or determinations.