SILENTLY COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between

Hillary Rodham Clinton

and the United States.

(Signed - Printed or Typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified 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 in 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 confidentiality 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 access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access in different categories of SCI. I further understand that all obligations under this Agreement continue to exist whether or not I am required to sign 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 the advantage by a foreign entity. I hereby agree that I will never disclose 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 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 SCI. I further understand that I am 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 be submitted 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 preparation for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to disclosing the preparation, 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 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 with 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 the 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, 796, and 951, Title 18, United States Code, and of Section 793(e), Title 50, United States Code. Nothing in this Agreement constitutes a waiver by the United States right to prosecute 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 this 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 have such action.

8. I understand that all information to which I may obtain access by reason of 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, 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, including, but not limited to, such information, upon demand by an authorized representative of the United States Government or upon the termination 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 that 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 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 any other conditions and obligations not related to SCI as may now or hereafter pertain to my employment or my assignment or relationship with the Department or Agency.

UNCLASSIFIED

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11. I have read this Agreement carefully and any questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 782, 794, 798, and 922 of Title 18, United States Code, and Section 7820(d) of Title 60, United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so desire.

12. I hereby assign to the United States Government all rights, titles, and interests, and all royalties, remunerations, and enhancements that have resulted, will result, or may result from any dissemination, publication, or revelation not consistent with the terms of this Agreement.

13. These restrictions are consistent with and do not supersede conflict of law, or otherwise alter the employee obligations rights or liabilities created by Executive Order 12958; Section 702 of Title 5, United States Code; Section 782 of Title 18, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2120(b)(3) of Title 5 United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegal, 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 agents disclosures which may compromise national security, including Section 641, 793, 794, 798, and 922 of Title 18, United States Code, and Section 4 of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, 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 conformity with the law 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

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SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

SI

G

TK

HCS

(Special Access Program by Initiate Only)

SSN (See Notice Below)

 Hillary Rodham Clinton

Printed or Typed Name

Organizational

BRIEF DATE: 22 January 2009

I hereby acknowledge that I was briefed on the above SCI Special Access Program(s): [Signature of Individual Briefed]

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

Signature of Briefing/Debriefing Officer

Printed or Typed Name

DEBRIEF DATE: [Signature of Individual Debriefed]

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

SSN (See Notice Below)

DS/IS/SSO State

Organization (Name and Address)

FORM

11-06 4414 (EF)