

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

EDWARD SNOWDEN
exact address unknown,

Defendant,

and

MACMILLAN PUBLISHERS INC.,
175 5th Avenue
New York, NY 10010,

MACMILLAN PUBLISHING GROUP, LLC
d/b/a HENRY HOLT AND COMPANY,
175 5th Avenue
New York, NY 10010,

HOLTZBRINCK PUBLISHERS, LLC c/o
HOLTZBRINCK PUBLISHING HOLDINGS LP,
175 5th Avenue
New York, NY 10010,

Relief-Defendants.

Civil Action No.

COMPLAINT

INTRODUCTION

1. The United States of America brings this civil action for breach of contract and fiduciary obligations against Defendant Edward Snowden, a United States citizen who formerly worked as a contractor and staff employee for the Central Intelligence Agency (CIA) and was employed as a contract employee by the National Security Agency (NSA), and who published a book without submitting the manuscript for prepublication review and has given speeches without

submitting the necessary materials for prepublication review, in violation of his secrecy agreements and non-disclosure obligations to the United States. As relief-defendants only, the United States also names Macmillan Publishers Inc.; Macmillan Publishing Group, LLC d/b/a Henry Holt and Company; and Holtzbrinck Publishers, LLC. No independent claims are asserted herein against the relief-defendants; rather, they are named as necessary parties for purposes of according the United States complete relief in this lawsuit. Through this suit, the United States is not seeking to enjoin or restrain publication or distribution of Snowden's book.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1345.

3. Venue is proper in the Eastern District of Virginia pursuant to 28 U.S.C. § 1391(b)(1) and (b)(2). With respect to § 1391(b)(1), all three relief-defendants are considered residents of Virginia pursuant to § 1391(c)(2), and Snowden does not reside in the United States, *see* § 1391(c)(3). With respect to § 1391(b)(2), the Eastern District of Virginia is the judicial district in which the CIA and the Department of Defense are headquartered; in which the CIA performs prepublication reviews; in which Snowden signed several of his secrecy agreements and exit forms; and in which Booz Allen Hamilton, one of the companies that employed Snowden while he served as a contractor for NSA, is headquartered.

PARTIES

4. Plaintiff is the United States of America (hereafter "United States" or "Government").

5. Defendant Edward Snowden is a United States citizen who, upon information and belief, currently resides abroad in or near Moscow, Russia. Snowden is a former contractor and employee of the CIA, an agency of the United States, which has its headquarters in Langley,

Virginia. Snowden is also a former contractor for the NSA, an agency of the United States, which has its headquarters in Fort Meade, Maryland. The NSA is an agency within the Department of Defense, and the Department of Defense has its headquarters at the Pentagon, located in Arlington, Virginia. Currently, Snowden serves as President of the Board of Directors for the Freedom of the Press Foundation, which has its headquarters in San Francisco, California.

6. Relief-Defendant Macmillan Publishers Inc. is a company registered in New York and transacting business in Virginia, with its principal place of business in the United States located at 175 5th Avenue, New York, NY.

7. Relief-Defendant Macmillan Publishing Group, LLC d/b/a Henry Holt and Company is a company registered and transacting business in Virginia, with its principal place of business in the United States located at 175 5th Avenue, New York, NY. Upon information and belief, Macmillan Publishing Group, LLC d/b/a Henry Holt and Company is a wholly owned subsidiary of Macmillan Publishers Inc.

8. Relief-Defendant Holtzbrinck Publishers, LLC is a company registered and transacting business in Virginia, with its principal place of business in the United States located at 175 5th Avenue, New York, NY. Upon information and belief, Macmillan Publishers Inc. is a wholly owned subsidiary of Holtzbrinck Publishers, LLC.

9. The three relief-defendants named herein are named as nominal defendants only, for purposes of according complete relief among the existing parties. *See* Fed. R. Civ. P. 19(a)(1)(A). The United States asserts no independent claims herein against any of the relief-defendants. As used in this Complaint, the term “Macmillan” includes and applies, both individually and collectively, to any and all of the three relief-defendants named herein—*i.e.*,

Macmillan Publishers Inc.; Macmillan Publishing Group, LLC d/b/a Henry Holt and Company; and/or Holtzbrinck Publishers, LLC.

FACTUAL ALLEGATIONS

The CIA's and NSA's Responsibilities With Respect to National Security

10. The Central Intelligence Agency was established by section 104(a) of the National Security Act of 1947 (the “Act”), as amended, 50 U.S.C. § 3035. Pursuant to section 104(b) of the Act, 50 U.S.C. § 3035(b), the function of the CIA is to assist the Director of the CIA in carrying out her responsibilities. The Director’s responsibilities include, among other things, “collect[ing] intelligence through human sources and by other appropriate means.” 50 U.S.C. § 3036(d)(1).

11. Under the direction of the Director of National Intelligence, pursuant to section 102A(i) of the Act, as amended, 50 U.S.C. § 3024(i), and in accordance with section 6 of the Central Intelligence Agency Act of 1949, as amended, 50 U.S.C. § 3507, and sections 1.3(b)(8) and 1.6(d) of Executive Order 12333, as amended, the Director of the CIA is also responsible for protecting CIA intelligence sources and methods from unauthorized disclosure.

12. Personnel employed by or affiliated with the CIA, before beginning their official duties, as a condition of their contractual relationship or staff employment with the CIA and as a condition of being granted access to classified information, are required to execute a secrecy agreement. This requirement is in furtherance of the Director of the CIA’s responsibility to protect intelligence sources and methods from unauthorized disclosure.

13. The National Security Agency operates within the Department of Defense and is part of the Intelligence Community. Pursuant to section 105(b)(1) of the National Security Act of 1947, as amended, 50 U.S.C. § 3038(b)(1), the Secretary of Defense, under the direction of the Director of National Intelligence, shall ensure “through the National Security Agency . . . the

continued operation of an effective unified organization for the conduct of signals intelligence activities.”

14. Pursuant to sections 1.4(f) and 1.7(c)(7) of Executive Order 12333, as amended, the NSA’s responsibilities include protecting the security of its activities and information by appropriate means, and prescribing security regulations covering its operating practices.

15. Personnel assigned to perform work on contracts which require access to classified information with the NSA, before beginning their official duties, as a condition of their assignment to contracted employment with the NSA and as a condition of being granted access to classified information, are required to execute a secrecy agreement. This requirement is in furtherance of the NSA’s responsibility to protect the security of its activities, information, and practices.

Snowden’s Employment and Secrecy Agreements With CIA

16. Snowden was employed by the CIA from August 2006 until 2009, and prior to this he worked for CIA as a contractor from 2005 to 2006. For ease of reference, these are collectively referred to herein as his CIA employment.

17. Snowden signed materially identical secrecy agreements with the CIA on November 22, 2005; August 28, 2006; and April 16, 2009. True and correct redacted copies of these secrecy agreements are attached as Exhibit A to the Complaint (hereafter “CIA Secrecy Agreements”).

18. Each of these CIA Secrecy Agreements was signed by Snowden at a CIA facility located within the Eastern District of Virginia. During the course of his employment with CIA, Snowden’s salary and benefits were processed through CIA facilities located in the Eastern District of Virginia. Pursuant to Snowden’s CIA employment, he was frequently present in the Eastern District of Virginia, including for training, processing, and other work-related activities.

19. Snowden voluntarily, willingly, and knowingly entered into these CIA Secrecy Agreements. These CIA Secrecy Agreements were executed as a condition of his employment with the CIA and as a condition of him being granted access to classified information and other information which, if disclosed in an unauthorized manner, would jeopardize intelligence activities of the United States Government.

20. By signing the CIA Secrecy Agreements, Snowden expressly acknowledged that he understood and accepted that the United States Government was placing special confidence and trust in him by granting him access to classified information. *See* CIA Secrecy Agreements ¶ 2.

21. As a condition of employment, and under the terms of the CIA Secrecy Agreements, Snowden was required never to disclose in any form or manner, to any person not authorized by the CIA to receive it, any information obtained in the course of his employment or other service with CIA and that is classified or in the process of a classification determination. *See* CIA Secrecy Agreements ¶ 3.

22. As a condition of employment, and under the terms of the CIA Secrecy Agreements, Snowden was required to submit to the CIA for its review any writing or other preparation in any form, including a work of fiction, that Snowden contemplates disclosing publicly or has prepared for public disclosure, that “contains any mention of intelligence data or activities” or “contains any other information or material that might be based on” information obtained during the course of his CIA employment that is classified or in the process of a classification determination. *See* CIA Secrecy Agreements ¶ 5. This prepublication obligation applies both during his employment or other service with CIA and at any time thereafter. *See id.*

23. Snowden was required to submit his material for prepublication review “prior to discussing [the work] with or showing it to anyone who is not authorized to have access to”

classified information. CIA Secrecy Agreements ¶ 5. Snowden was also required not to “take any steps towards public disclosure until [he] received written permission to do so from the Central Intelligence Agency.” *Id.*

24. As Snowden acknowledged in the CIA Secrecy Agreements, the purpose of this prepublication review “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.” CIA Secrecy Agreements ¶ 6.

25. Snowden acknowledged and agreed in the CIA Secrecy Agreements that the obligations undertaken by him in executing the CIA Secrecy Agreements would remain valid and binding upon him after the termination of his employment with the CIA, unless he obtained a written release from the CIA. *See* CIA Secrecy Agreements ¶ 13.

26. Snowden also agreed in the CIA Secrecy Agreements that all classified information acquired by him during the course of his employment was the property of the United States Government, *see* CIA Secrecy Agreements ¶ 7; that there were established procedures for reporting any concerns about unlawful or improper intelligence activities, *id.* ¶ 9; and that if he violated any of the terms of the CIA Secrecy Agreements, the Government could institute a civil proceeding seeking compensatory damages or other appropriate relief, *id.* ¶ 10.

27. Snowden specifically agreed that, “[i]n 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 in breach of [the prepublication obligation in] paragraph 5 of

this agreement or that involves information or material prohibited from disclosure by the terms of this agreement.” CIA Secrecy Agreements ¶ 12.

28. Snowden signed additional nondisclosure agreements during his employment with the CIA.

29. Upon separating from the CIA, Snowden signed a Security Exit Form certifying that he understands that his CIA Secrecy Agreements’ obligations continue to apply to him. A true and correct redacted copy of the Security Exit Form is attached hereto as Exhibit B. Snowden signed this Security Exit Form at a CIA facility located in the Eastern District of Virginia.

30. At no time has Snowden received a release from the terms and conditions of his CIA Secrecy Agreements.

31. During his employment with the CIA, Snowden was assigned to various positions of trust and was granted regular access to classified information, including information regarding intelligence sources and methods. In assigning Snowden to such positions and granting him access to such information, the CIA relied on the expectation that Snowden would respect the rights and obligations created by the CIA Secrecy Agreements and his fiduciary duties, including the prepublication review requirement.

Snowden’s Affiliation and Secrecy Agreements with NSA

32. At various points in time between 2005 and 2013, Snowden served as a contractor for the NSA on contracts that required him to have access to classified information. When Snowden served as a contractor for the NSA most recently in 2013, his employer was Booz Allen Hamilton, a company headquartered in McLean, Virginia.

33. Snowden signed materially identical secrecy agreements with the NSA on July 7, 2005; May 6, 2009; and March 27, 2013. True and correct redacted copies of these secrecy agreements are attached as Exhibit C to the Complaint (hereafter “NSA Secrecy Agreements”).

34. Snowden voluntarily, willingly, and knowingly entered into these NSA Secrecy Agreements. These NSA Secrecy Agreements were executed as a condition of his employment as a contractor with the NSA and as a condition of him being granted access to classified information and other information which, if disclosed in an unauthorized manner, would jeopardize intelligence activities of the United States Government.

35. By signing the NSA Secrecy Agreements, Snowden expressly acknowledged that he understood and accepted that the United States Government was placing special confidence and trust in him by granting him access to classified information. *See* NSA Secrecy Agreements, pmbl.

36. As a condition of employment, and under the terms of the NSA Secrecy Agreements, Snowden was required never to discuss matters pertaining to information obtained as a result of his relationship with NSA that is classified or in the process of a classification determination, except when necessary for the proper performance of his duties and only with persons who are currently authorized to receive such information and have a need-to-know. *See* NSA Secrecy Agreements ¶¶ 1, 6.

37. As a condition of employment, and under the terms of the NSA Secrecy Agreements, Snowden was required to submit to the NSA for its review “all information or materials, including works of fiction, that [he] prepared for public disclosure which contain or purport to contain, refer to, or are based upon” information obtained as a result of his relationship with NSA which is classified or in the process of a classification determination. *See* NSA Secrecy Agreements ¶ 9. This prepublication obligation applies both during his affiliation with the NSA and afterwards. *See id.* ¶ 9(a).

38. Snowden was required to submit any material for prepublication review “prior to discussing the information or materials with, or showing them to anyone who is not authorized to

have access to them.” NSA Secrecy Agreements ¶ 9(b). Snowden was also required “not to disclose such information or materials to any person who is not authorized to have access to them until I have received written authorization from the NSA that such disclosure is permitted.” *Id.* ¶ 9(c).

39. As Snowden acknowledged in the NSA Secrecy Agreements, the purpose of this prepublication review “is to determine whether material contemplated for public disclosure contains protected information and if so, to give the NSA an opportunity to prevent the public disclosure of such information.” NSA Secrecy Agreements ¶ 9. Snowden further acknowledged that “the burden is upon me to determine whether information or materials within my control are considered by the NSA to be protected Information and whether the person(s) to whom disclosure is to be made is/are authorized to receive it.” *Id.* ¶ 2.

40. Snowden acknowledged and agreed in the NSA Secrecy Agreements that the obligations undertaken by him in executing the NSA Secrecy Agreements would remain valid and binding upon him after the termination of his affiliation with the NSA, unless he obtained a written release from the NSA. *See* NSA Secrecy Agreements ¶ 13.

41. Snowden also agreed in the NSA Secrecy Agreements that all classified information acquired by him during the course of his employment was the property of the United States Government, *see* NSA Secrecy Agreements ¶ 2, and that if he violated any of the terms of the NSA Secrecy Agreements the Government could institute a civil proceeding seeking compensatory damages or other appropriate relief, *id.* ¶ 8.

42. Snowden specifically agreed “to assign to the United States Government all rights, title and interest and all royalties, remuneration, or emoluments of whatever form that have

resulted, will result, or may result from any disclosure, publication, or revelation of protected information not consistent with the terms of this agreement.” NSA Secrecy Agreements ¶ 9(d).

43. Snowden signed additional nondisclosure agreements during his affiliation with the NSA.

44. At no time has Snowden received a release from the terms and conditions of his NSA Secrecy Agreements.

45. During his affiliation with the NSA, Snowden was assigned to various positions of trust and was granted regular access to classified information, including information regarding NSA’s signals intelligence activities and information. In assigning Snowden to such positions and granting him access to such information, the NSA relied on the expectation that Snowden would respect the rights and obligations created by the NSA Secrecy Agreements and his fiduciary duties, including the prepublication review requirement.

The CIA’s Prepublication Review Process

46. The CIA Secrecy Agreements’ prepublication obligation is further reinforced by CIA’s administrative regulations. *See* CIA Administrative Regulation 13-10, *Agency Prepublication Review of Certain Material Prepared for Public Dissemination* (hereafter “CIA Regulation”). A true and correct redacted copy of the CIA Regulation is attached hereto as Exhibit D.

47. The CIA Regulation “sets forth CIA policies and procedures for the submission and review of material proposed for publication or public dissemination by current and former employees and contractors and other individuals obligated by the CIA secrecy agreement to protect from unauthorized disclosure certain information they obtain as a result of their contact with the CIA.” CIA Regulation, pmbl. The CIA Regulation “applies to all forms of dissemination, whether

in written, oral, electronic, or other forms, and whether intended to be an official or nonofficial (that is, personal) publication.” *Id.*

48. Within the Eastern District of Virginia, CIA has established an office known as the Publications Review Board (PRB), which is responsible for reviewing and approving all proposed non-official, personal publications for both current and former CIA employees. *See* CIA Regulation § II(B).

49. The CIA Regulation sets forth instructions on how authors may submit material to the PRB for prepublication review and may appeal any decision by the PRB denying approval to publish. CIA Regulation § II(C), (G).

50. The CIA Regulation provides that, as a general rule, the PRB will complete prepublication review for non-official publications within thirty days of receipt of the material, but that lengthy or complex submissions may require a longer period of time, especially if they involve intelligence sources and methods. CIA Regulation § II(C)(4).

51. The CIA Regulation is explicit that all current and former CIA employees and contractors must obtain the written approval of the PRB prior to publication. *See* CIA Regulation § II(E) (former employees and contractors); *id.* § II(F) (current employees and contractors). The CIA Regulation also provides that, for former employees and contractors, the PRB will review material proposed for publication solely to determine whether it contains classified information, and that permission to publish will not be denied solely because the material may be embarrassing to or critical of the Agency. *Id.* § II(E)(2).

52. The CIA Regulation also makes clear that the prepublication review requirement applies to all forms of disclosures, including oral disclosures. When former employees and contractors “mak[e] intelligence-related speeches, media interviews, or testimony, they must

submit all notes, outlines, or any tangible preparatory material to the PRB for review. Where no written material has been prepared specifically in contemplation of the speech, interview, or oral testimony, the individual must contact the PRB Chair or his representative to provide a summary of any and all topics that it is reasonable to assume may be discussed, and points that will or may be made.” CIA Regulation § II(D)(3)(a).

The NSA’s Prepublication Review Process

53. The NSA Secrecy Agreements’ prepublication obligation is further reinforced by Department of Defense (DoD) and NSA administrative regulations. As a DoD agency, NSA and its affiliates are subject to Department of Defense Instruction 5230.09, *Clearance of DoD Information for Public Release* (Jan. 25, 2019) (hereafter “DoDI 5230.09”). A true and correct copy of DoDI 5230.09 is attached hereto as Exhibit E.

54. Pursuant to DoDI 5230.09, prepublication review is required for “[a]ny official DoD information intended for public release that pertains to military matters, national security issues, or subjects of significant concern to the DoD.” DoDI 5230.09, § 1.2(b).

55. In order to implement the requirements of DoDI 5230.09 with respect to NSA employees and contractors, NSA has issued NSA/CSS Policy 1-30, *Review of NSA/CSS Information Intended for Public Release* (May 12, 2017) (hereafter “NSA Regulation”). A true and correct copy of the NSA Regulation is attached hereto as Exhibit F.

56. The NSA Regulation similarly sets forth the processes by which the appropriate Prepublication Review Authority reviews submissions. The NSA Regulation provides instructions on how authors should submit materials for review, *see* NSA Regulation § 6(b)(4), as well as how authors may appeal adverse prepublication review determinations, *id.* § 7. The NSA Regulation also provides that the Prepublication Review Authority “shall, as practicable, issue the determination to the affiliate within 25 business days of receipt.” *Id.* § 6(b)(7).

57. The NSA Regulation underscores that, with respect to former employees and contractors, “prepublication review is required” where “the material contains official NSA/CSS information that may or may not be UNCLASSIFIED and approved for public release[.]” NSA Regulation § 6(b). The NSA Regulation also underscores that the prepublication review obligation applies not only to written works, but also to oral disclosures such as “videos, speeches, [and] conference briefings.” *Id.*

Snowden’s Publication of a Book Entitled *Permanent Record*

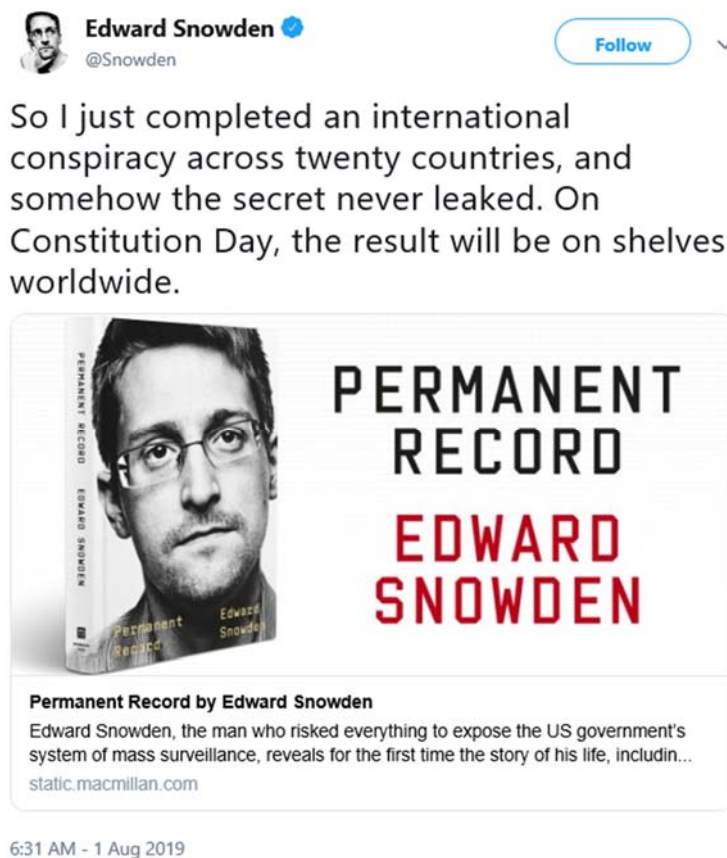
58. On August 1, 2019, Snowden publicly announced that he had written a book entitled *Permanent Record*. He made this announcement via Twitter:¹



¹ <https://twitter.com/Snowden/status/1156916530527035393>



59. Shortly afterwards that same day, Snowden also wrote on Twitter:²



² <https://twitter.com/Snowden/status/1156920361537200133>

60. Also on August 1, 2019, Macmillan issued a press release announcing the upcoming publication of *Permanent Record*. See Macmillan Publishers, *Macmillan announces global publication of Edward Snowden's memoir Permanent Record* (Aug. 1, 2019).³ Macmillan stated that “Macmillan is proud to be publishing *Permanent Record*, in which Edward Snowden will tell his story for the first time, on 17 September 2019.” *Id.*

61. Macmillan’s press release described *Permanent Record* as “tell[ing] the story of [Snowden’s] time working as a CIA agent and NSA contractor, and the disillusionment he felt with the American intelligence establishment that led him to give up his future to share the truth about the US government’s pursuit of a mass surveillance system.” *Id.*

62. Macmillan’s press release also described *Permanent Record* as Snowden “tell[ing] his story for the very first time, bringing the reader along as he helps to create this system of mass surveillance, and then experiences the crisis of conscience that led him to try to bring it down.” *Id.*

63. Macmillan’s press release further promoted *Permanent Record* as follows: “Edward Snowden, spy, whistleblower and the Internet’s conscience, reveals the story of his life for the first time, from his suburban childhood to clandestine CIA and NSA postings and his decision to try to bring the US government’s system of mass surveillance down. *Permanent Record* is a crucial memoir for our digital age.” *Id.*

64. Snowden was obligated to submit *Permanent Record* to the CIA and NSA for prepublication review and not to publish it, or share drafts of it with others, until receiving written permission to do so from CIA and NSA.

³ <https://www.panmacmillan.com/blogs/general/edward-snowden-book-permanent-record>

65. Snowden did not, at any time, submit the manuscript for *Permanent Record* to either the CIA or NSA for prepublication review. Nor did Snowden obtain written approval from CIA or NSA prior to sharing manuscripts with Macmillan or prior to the book's publication.

66. Snowden's book *Permanent Record* was published and made publicly available for sale on September 17, 2019.

67. Pursuant to the terms of Snowden's secrecy agreements, all rights, title, and interest in any and all royalties, remunerations, and emoluments that have resulted, or will result, from *Permanent Record* have been assigned to the United States Government.

Macmillan's Possession of Proceeds Related to *Permanent Record*

68. Macmillan is publishing Snowden's book *Permanent Record*. Upon information and belief, Macmillan has possession over ill-gotten funds, and will continue to come into possession of such funds, held on behalf of Snowden but that properly belong to the United States.

69. Upon information and belief, when an author's book is being published by a publishing company such as Macmillan, the author has typically signed a contract assigning to the publishing company the right to publish and sell the book (and perhaps other rights), and in exchange the publishing company agrees to provide the author a certain percentage of the proceeds earned from each copy of the book sold (commonly known as a royalty). Upon information and belief, the publishing company will sometimes agree to pay an author an advance on royalties earned—*i.e.*, payment of a fixed sum to an author even before that sum of royalties is actually earned by the author.

70. Upon information and belief, a publishing company such as Macmillan typically gains possession of the proceeds earned from a book's sales; the publishing company will thereafter calculate the royalty payments owed to the author and then disburse those payments to the author at certain intervals. Upon information and belief, depending on the contract negotiated

between the publishing company and the author, a publishing company may disburse royalty payments directly to the author, or may disburse the royalty payments to an agent, assignee, or other person or entity acting on the author's behalf.

71. There is no publicly available information regarding the financial arrangement between Snowden and Macmillan with respect to *Permanent Record*. See Associated Press, *Edward Snowden book coming out Sept. 17* (Aug. 1, 2019) ("Financial details were not disclosed for a book that was itself a covert project, quietly acquired a year ago by Macmillan and identified under code names in internal documents.").⁴

72. The Associated Press reported in connection with *Permanent Record* that "Snowden's primary contact with the publisher was his principal legal adviser, Ben Wizner, director of the American Civil Liberties Union's Speech, Privacy, and Technology Project." *Id.* Mr. Wizner's biography on the ACLU website describes him as being, since July of 2013, "the principal legal advisor to NSA whistleblower Edward Snowden." Biography, Ben Wizner, Director, ACLU Speech, Privacy, and Technology Project.⁵

73. Upon information and belief, as a result of Snowden's contract with Macmillan, Snowden (and/or his agents, assignees, or others acting on his behalf) have earned, and will continue to earn, monetary proceeds stemming from the sale and publication of *Permanent Record* (hereafter "Snowden's Earnings"). Upon information and belief, Macmillan currently has possession over some or all of Snowden's Earnings. Upon information and belief, Macmillan will, in both the immediate and long-term future, continue to come into possession of some or all of Snowden's Earnings.

⁴ <https://www.apnews.com/eaf726bd05e3491bb03852a10e10b1bf>

⁵ <https://www.aclu.org/bio/ben-wizner>

74. Snowden's Earnings have resulted, and will continue to result, from Snowden's unlawful breaches of his contractual obligations and fiduciary duties to the United States, CIA, and NSA. Macmillan has no legitimate claim to Snowden's Earnings, which properly belong to the United States. With respect to Macmillan, the United States asserts herein only claims regarding Snowden's Earnings as defined above.

75. Upon information and belief, pursuant to Snowden's contract with Macmillan, Macmillan will disburse Snowden's Earnings to Snowden and/or his agents, assignees, or others acting on his behalf. Upon information and belief, Macmillan may disburse some or all of Snowden's Earnings to those people or entities before a final judgment can be reached in this matter.

76. It is significantly more difficult, if not impossible, for the United States to enforce a domestic judgment against assets that exist outside the United States. Accordingly, Macmillan's disbursement of Snowden's Earnings to any person or entity outside the United States, or to any person or entity who intends to facilitate the transfer of those assets outside the United States, will result in irreparable harm to the United States and its ability to recover Snowden's Earnings.

77. Macmillan is therefore a necessary party because "in that person's absence, the court cannot accord complete relief among existing parties[.]" Fed. R. Civ. P. 19(a)(1)(A).

Snowden's Speeches

78. Since approximately 2014, Snowden has been giving speeches and is frequently compensated for those speeches. According to media reports, Snowden has sometimes earned more than \$10,000 per appearance. See N.Y. Times, *Snowden Sees Some Victories, From a Distance* (May 19, 2015) ("Mr. Snowden's main source of income, his lawyer said, is speaking

fees, which have sometimes exceeded \$10,000 for an appearance.”⁶; Yahoo! News, *In exile, Edward Snowden rakes in speaking fees while hoping for a pardon* (Aug. 11, 2016) (“Over the past year, he has collected more than \$200,000 in fees for digital speaking appearances that have been arranged by one of the country’s elite speakers’ bureaus, according to a source close to Snowden who is intimately familiar with his business affairs.”).⁷

79. Many of Snowden’s speeches discuss intelligence-related activities at the CIA and NSA, and/or contain, refer to, or are based on information that is classified or in the process of a classification determination.

80. Snowden was obligated to submit such speeches—and/or notes, outlines, or other summaries of his speeches—to the CIA and NSA for prepublication review, consistent with the relevant CIA and NSA regulations, and not to give such speeches until receiving written permission to do so from the CIA and NSA.

81. Snowden did not, at any time, submit his speeches—and/or notes, outlines, or other summaries of his speeches—to the CIA and NSA for prepublication review. Nor did Snowden obtain the Government’s written approval prior to giving his speeches.

82. Pursuant to the terms of Snowden’s secrecy agreements, all rights, title, and interest in any and all royalties, remunerations, and emoluments that have resulted, or will result, from Snowden’s speeches divulging information in violation of his prepublication review obligations have been assigned to the United States Government.

⁶ <https://www.nytimes.com/2015/05/20/world/europe/snowden-sees-some-victories-from-a-distance.html>

⁷ <https://www.yahoo.com/news/edward-snowden-making-most-digital-000000490.html>

CAUSES OF ACTION

**Count One: Breach of Contract and Fiduciary Duty Related to the Publication of
*Permanent Record***

83. All preceding paragraphs are incorporated by reference, as if fully set forth herein.

84. Snowden voluntarily, willingly, and knowingly entered into contractual agreements with the United States of America when he signed his CIA Secrecy Agreements and NSA Secrecy Agreements and he agreed to be bound by their terms and conditions. Among those terms and conditions was an express requirement that Snowden submit certain materials to the CIA and NSA for prepublication review, and that he refrain from publishing any such materials until he received written permission to do so from CIA and NSA.

85. Snowden knowingly, willfully, and deliberately breached both his CIA Secrecy Agreements and NSA Secrecy Agreements by failing to submit his *Permanent Record* manuscript to the CIA and NSA for prepublication review before disclosing the manuscript to Macmillan and before causing the manuscript to be published.

86. Under both the common law and the CIA and NSA Secrecy Agreements, Snowden had a fiduciary relationship with the United States of America, the CIA, and the NSA based on his placement in positions of trust and special confidence. Snowden was a contractor and staff employee for the CIA and was a contractor for the NSA, transacted business on behalf of both agencies, was given regular access to classified national security information, and entered into secrecy agreements with both agencies.

87. Snowden owes to the United States, the CIA, and NSA a fiduciary duty of loyalty to protect from unauthorized disclosure information pertaining to intelligence sources and methods, including signals intelligence activities and information; to submit to the CIA and NSA for review any materials subject to his prepublication review obligations; and to not publish or

disseminate those materials or information unless and until the CIA and NSA completed their prepublication review processes and provided written approval of public disclosure.

88. Snowden breached his fiduciary duties by publishing *Permanent Record* without submitting it for prepublication review or receiving the Government's permission to publish.

89. As a direct and proximate result of Snowden's breach of his contractual and fiduciary duties, the United States has been damaged and irreparably harmed by, *inter alia*, the undermining of confidence and trust in the CIA, NSA, and their prepublication review processes, thereby hampering the ability of those agencies to perform their respective duties, including the protection of sensitive national security information. Additionally, Snowden has been, and will continue in the future to be, unjustly enriched in the amount of profits, advances, royalties, and other advantages resulting from the unauthorized publication of his book.

90. To the extent Snowden and/or his agents, assignees, or others acting on his behalf have received, or will receive, proceeds resulting from the unauthorized publication of *Permanent Record* and the proceeds are transferred outside the United States, or are intended to be transferred outside the United States, the United States has been, and will continue to be, irreparably harmed based on the significant difficulty of recovering those proceeds.

91. Snowden has engaged in a course of conduct evidencing a propensity to commit further breaches of his contractual and/or fiduciary duties and to cause further damage to the United States, including irreparable injury for which the United States has no adequate remedy at law.

Count Two: Breach of Contract and Fiduciary Duty Related to Speeches

92. All preceding paragraphs are incorporated by reference, as if fully set forth herein.

93. Snowden knowingly, willfully, and deliberately breached both his CIA Secrecy Agreements and NSA Secrecy Agreements by giving speeches subject to his prepublication review

obligations, without submitting those speeches or associated materials for prepublication review and without receiving written permission from CIA and NSA to disclose the information publicly.

94. Snowden also breached his fiduciary duties to the United States, CIA, and NSA by giving speeches subject to his prepublication review obligations, without submitting those speeches or associated materials for prepublication review and without receiving written permission from CIA and NSA to disclose the information publicly.

95. As a direct and proximate result of Snowden's breaches of his contractual and fiduciary duties, the United States has been damaged and irreparably harmed by, *inter alia*, the undermining of confidence and trust in the CIA, NSA, and their prepublication review processes, thereby hampering the ability of those agencies to perform their respective duties, including the protection of sensitive national security information. Additionally, Snowden has been unjustly enriched by the proceeds and all other advantages resulting from his unauthorized speeches.

96. Snowden has engaged in a course of conduct evidencing a propensity to commit further breaches of his contractual and/or fiduciary duties and to cause further damage to the United States, including irreparable injury for which the United States has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, the United States of America respectfully requests that the Court award the following relief:

A. Declare that Snowden has breached his contractual obligations, embodied in his CIA Secrecy Agreements and NSA Secrecy Agreements, as well as his fiduciary obligations;

B. Impose a constructive trust for the benefit of the United States over, and require an accounting of, all monies, gains, profits, royalties, and other advantages that Snowden and his agents, assignees, or others acting on his behalf have derived, or will derive, from the publication,

sale, serialization, or republication in any form, including any movie rights or other reproduction rights, of *Permanent Record*;

C. Require Snowden and/or his agents, assignees, or others acting on his behalf to relinquish to the United States all monetary proceeds earned by them from *Permanent Record*;

D. Impose a constructive trust for the benefit of the United States over, and require an accounting of, all monies, gains, profits, royalties, and other advantages that Snowden and his agents, assignees, or others acting on his behalf have derived, or will derive, from speeches he has given disclosing information subject to his prepublication review obligations;

E. Require Snowden and/or his agents, assignees, or others acting on his behalf to relinquish to the United States all monetary proceeds earned by them from such speeches;

F. To the extent that any proceeds, revenues, gains, royalties or other advantages derived from *Permanent Record* or his speeches are no longer in Snowden's possession or the possession of his agents, assignees, or others acting on his behalf, award the United States monetary damages against Snowden (and/or his agents, assignees, or others acting on his behalf) for such proceeds wrongfully obtained as a result of his breaches;

G. Enter a temporary restraining order and preliminary injunction freezing all assets in Macmillan's possession relating to *Permanent Record* that belong to Snowden or his agents, assignees, or others acting on his behalf; prohibiting transfer or encumbrance of any of those assets; and requiring production of all contracts between Macmillan and Snowden (and/or his agents, assignees, or others acting on his behalf), as well as an accounting of all proceeds earned by *Permanent Record*, a description of all persons and entities with financial interests relating to *Permanent Record* and the nature of those interests, and a description of the process of disbursing funds to Snowden (and/or his agents, assignees, or others acting on his behalf);

H. Enter a permanent injunction requiring Macmillan to transfer to the United States all proceeds in Macmillan's possession that Snowden and his agents, assignees, or others acting on his behalf have derived, or will derive, from the publication, sale, serialization, or republication in any form, including any movie rights or other reproduction rights, of *Permanent Record*;

I. Permanently enjoin Snowden from any further violations of his contractual and fiduciary obligations, including but not limited to public speeches discussing *Permanent Record*; any further written works; and any additional speeches that are within the scope of his prepublication review obligations without first undertaking the prepublication review process; and

J. Grant to the United States such other relief as the Court may deem just and proper, including, but not limited to, the Government's costs herein.

Dated: September 17, 2019

Respectfully Submitted,

JOSEPH H. HUNT
Assistant Attorney General

G. ZACHARY TERWILLIGER
United States Attorney

JAMES M. BURNHAM
Deputy Assistant Attorney General

ALEXANDER K. HAAS
Director, Federal Programs Branch

ANTHONY J. COPPOLINO
Deputy Director, Federal Programs Branch

/s/
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/s/

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Counsel for the United States

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
EDWARD SNOWDEN,)	
)	
Defendant,)	
)	
and)	
)	
MACMILLAN PUBLISHERS INC., <i>et al.</i> ,)	
)	
Relief-Defendants.)	

Exhibit A:

CIA Secrecy Agreements

SECURITY AGREEMENT

1. I, Edward J Snowden (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 Director of Central Intelligence (hereinafter collectively referred to as the "Central Intelligence Agency"), the obligations contained in this agreement.
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 will 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 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 or associated with the Agency, in order to ensure that I know 1) whether information or material within my knowledge or control that I have reason to believe might be in either of the 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 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 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 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 within 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.
7. I understand that all information or material that I may acquire in the course of my employment or other service with the Central Intelligence 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.

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. Further, 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 of the United States to institute a civil or criminal proceeding for any breach in 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 in breach of paragraph 5 of this agreement or that involves information or material prohibited from disclosure by the terms of 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 1947, as amended.

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 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 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, obligation, rights, sanctions and liabilities 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

November 22 2005

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

Signature

Printed Name

November 22 2005

Date

SECRECY AGREEMENT

1. I, Edward Joseph Snowden (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 Director, Central Intelligence (hereinafter collectively referred to as the "Central Intelligence Agency"), the obligations contained in this agreement.

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 will 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 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 or associated with the Agency, in order to ensure that I know 1) whether information or material within my knowledge or control that I have reason to believe might be in either of the 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 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 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 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 within 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.

7. I understand that all information or material that I may acquire in the course of my employment or other service with the Central Intelligence 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, 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.

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. Further, 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 of the United States to institute a civil or criminal proceeding for any breach in 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 in breach of paragraph 5 of this agreement or that involves information or material prohibited from disclosure by the terms of 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, 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, Central Intelligence, particularly the responsibility to protect intelligence sources and methods, as specified in the National Security Act of 1947, as amended.

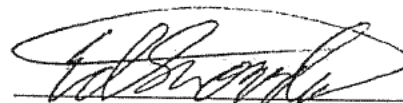
15. These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 12958, section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing 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 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, obligation, rights, sanctions and liabilities 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.

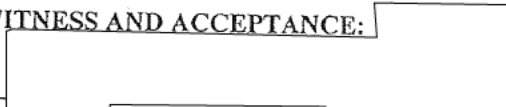

Signature


August 28 2006

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

August 28 2006

Date

SECRETARY AGREEMENT

1. I, Edward Joseph Snowden (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 Director of Central Intelligence (hereinafter collectively referred to as the "Central Intelligence Agency"), the obligations contained in this agreement.

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 12356 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 or any 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: 1) whether information or material within my knowledge or control that I have reason to believe might be in either of the 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 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 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 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 within a reasonable 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.

7. I understand that all information or material that I may acquire in the course of my employment or other service with the Central Intelligence 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 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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10. 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.

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 in breach of paragraph 5 of this agreement or that involves information or material prohibited from disclosure by the terms of 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 1947, as amended.

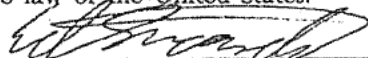
15. These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 12356; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, 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 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 liabilities 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.

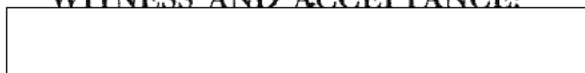
18. I make this agreement in good faith, and with no purpose of evasion.

19. This agreement shall be interpreted under and in conformance with the law of the United States.


Signature
16 APR 2009
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
16 APR 09
Date

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
EDWARD SNOWDEN,)	
)	
Defendant,)	
)	
and)	
)	
MACMILLAN PUBLISHERS INC., <i>et al.</i> ,)	
)	
Relief-Defendants.)	

Exhibit B:

CIA Security Exit Form

Classify as Appropriate

SECURITY EXIT FORM

NAME (Last, First, M.I.)

Snowden, EDWARD J.

MAILING ADDRESS

TELEPHONE NUMBER (Include Area Code)

TITLE, GRADE, DIRECTORATE / OFFICE

SEPARATION STATUS:

PLEASE CHECK ITEMS TO BE TURNED IN:

PLEASE CHECK ACCESSSES:

REASON FOR LEAVING:

☐

RETIRE

☒

RESIGN

☐

LWOP

☐

LWP

☐

MATERNITY

☐

ESP

☐

DETAILEE

☐

WAE

☐

OTHER - SPECIFY:

EFFECTIVE DATE:

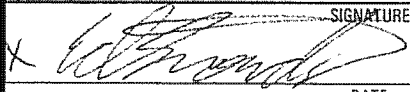
16 APR 2009

EXPECTED DATE OF RETURN:

- 1) I understand that the Secrecy Agreement executed upon my entrance-on-duty (EOD) requires the obligation to protect classified information, sources, and methods against unauthorized disclosure after my separation from Agency employment.
- 2) I am advised that all information received and compiled while employed with the Agency is official and is the property of the U.S. Government forever and no employee or former employee has any property right to such material.
- 3) I give my assurance that there is no classified material in my possession, custody, or control at this time.
- 4) I am instructed that classified information pertaining to intelligence operations, sources, and methods specific to the Agency may not be divulged, without authorization of the Director of Central Intelligence or designee, to any persons, even though they possess a security clearance within their own organization.
- 5) I am advised on Headquarters policy regarding nonofficial publication and presentation by employees and former employees.
- 6) I am responsible to notify and obtain approval from the CIA of any intelligence-related information that needs to be disclosed to a legal/court official prior to its disclosure.
- 7) I am informed that should any question arise on security matters, I may communicate with the Agency for assistance.

EMPLOYEE

SIGNATURE

x 

DATE

16 APR 2009

WITNESS

SIGNATURE



PRINTED NAME



DATE

16 APR 2009

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
EDWARD SNOWDEN,)	
)	
Defendant,)	
)	
and)	
)	
MACMILLAN PUBLISHERS INC., <i>et al.</i> ,)	
)	
Relief-Defendants.)	

Exhibit C:

NSA Secrecy Agreements



NATIONAL SECURITY AGENCY
Fort George G. Meade, MD 20755-6000

CONTRACTOR SECURITY AGREEMENT

I understand that access to Protected Information under a U.S. Government agency contract is subject to statutory requirements and penalties and involves a special trust and confidence regarding the national security. Intending to be legally bound, I hereby accept the obligations set forth in this Agreement in consideration of my being granted such access.

1. I have been advised that Protected Information is information obtained as a result of my relationship with NSA which is classified or in the process of a classification determination pursuant to the standards of Executive Order 12958, or any successor order, and implementing regulations. It includes, but is not limited to, intelligence and intelligence-related information, sensitive compartmented information (*information concerning or derived from intelligence sources and methods*), and cryptologic information (*information concerning communications security and signals intelligence, including information which is also sensitive compartmented information*) protected by Section 798 of Title 18, United States Code.

2. I understand that the burden is upon me to determine whether information or materials within my control are considered by the NSA to be Protected information, and whether the person(s) to whom disclosure is to be made is/are authorized to receive it.

3. I understand that all Protected Information to which I may obtain access hereafter, is 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 upon demand by an authorized representative of the NSA or upon the conclusion of my authorized access to Protected Information, I shall return all material containing such Protected Information in my possession, or for which I am responsible because of such access. I understand that failure to return such materials may be a violation of Section 793 of Title 18, United States Code, and may constitute a crime for which I may be prosecuted.

4. I understand that the unauthorized disclosure of Protected Information may invoke the criminal sanctions prescribed by one or more of the following statutes - Sections 793, 794, 798, 952, and 1924 of Title 18, United States Code, and Sections 421 through 426 and 783(b) of Title 50, United States Code.

5. I understand that any breach of this Agreement by me may, in accordance with applicable law, result in termination by the NSA of my access to any or all Protected Information at any time it determines such action to be in the interest of national security.

6. I agree not to discuss matters pertaining to Protected Information except when necessary for the proper performance of my duties and only with persons who are currently authorized to receive such information and have a need-to-know.

7. I agree I will report, without delay, to my company security officer or to an NSA security representative the details and circumstances of any possible unauthorized disclosure of Protected Information or of any unauthorized person obtaining or attempting to obtain Protected Information.

8. 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 may 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.

9. I agree that I will submit for security review in accordance with NSA/CSS Regulation 10-63, "NSA/CSS Prepublication Review Procedure," all information or materials, including works of fiction, that I have prepared for public disclosure which contain or purport to contain, refer to, or are based upon Protected Information, as defined in paragraph 1 of this Agreement. I understand that the term "public disclosure" includes any disclosure of Protected Information to one or more persons not authorized to have access to it. In addition, I agree:

(a) to submit such information and materials for prepublication review during the course of my access to Protected Information under a contract with the NSA and thereafter;

(b) to make any required submissions prior to discussing the information or materials with, or showing them to anyone who is not authorized to have access to them;

(c) not to disclose such information or materials to any person who is not authorized to have access to them until I have received written authorization from the NSA that such disclosure is permitted; and

(d) to assign to the United States Government all rights, title and interest and all royalties, remuneration, or emoluments of whatever form that have resulted, will result, or may result from any disclosure, publication, or revelation of Protected Information not consistent with the terms of this Agreement.

I understand that the purpose of the prepublication review procedure is to determine whether material contemplated for public disclosure contains Protected Information and, if so, to give the NSA an opportunity to prevent the public disclosure of such information. I understand that the NSA is obligated pursuant to this agreement, and in accordance with the terms of NSA/CSS Regulation 10-63, to conduct the prepublication review in a reasonable time, to consult, as necessary, with me through the review process, and to provide an opportunity for me to appeal initial review determinations.

10. In addition to other conditions imposed on me as a result of my access to Protected Information under a contract with the NSA, I agree to:

(a) Notify the Office of Security, NSA, of any unofficial foreign travel by me during the period of my access to Protected Information under a contract with the NSA;

(b) Accept such restrictions on unofficial foreign travel during the period of my access to Protected Information under a contract with the NSA, as may be deemed necessary, to prevent unacceptable risk to the national security, to the NSA, to personnel associated with the NSA or to Protected Information.

(c) Report foreign national associations that are close and continuing. Close and continuing associations are characterized by ties of affection, kinship, obligation or capacity to influence.

(d) Report, in advance, all visits to foreign embassies.


11. I understand that each of the provisions in this Agreement is severable, i.e., all other provisions of this Agreement will remain in full force should it be determined that any provision of this Agreement does not apply to me or is otherwise unenforceable. I also understand that this Agreement applies to me even though I may have executed a similar government non-disclosure agreement.

12. This Agreement shall be interpreted under and in conformance with the law of the United States.

13. I have read this Agreement and my questions, if any, have been answered. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, Section 421 through 426 and 783(b) of Title 50, United States Code; Public Law 88-290; pertinent sections of Executive Order 12958 or any successor order; and NSA/CSS Regulation 10-63, "NSA/CSS Prepublication Review Procedures," so that I may read them at this time, if I so choose. I understand and accept that unless I am released in writing by an authorized representative of the NSA, this Agreement applies during the time I am granted access to Protected Information and at all times thereafter, and applies to all Protected Information to which I may be granted access.

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

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 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 disclosures that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 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.

SIGNATURE 	COMPANY CASL	ORG
TYPED OR PRINTED NAME Edward J. Snowden	SOCIAL SECURITY NUMBER [REDACTED]	DATE 07 JULY 2005

The execution; of this Agreement was witnessed by the undersigned who accepted it on behalf of the National Security Agency as a prior condition of access to Protected Information.

SIGNATURE [REDACTED]	PRINTED [REDACTED]	DATE 07 JULY 2005
-------------------------	-----------------------	----------------------



Unauthorized disclosure of information is prohibited by U.S.C. 402 note; 50 U.S.C. 403-3(c); U.S.C. 798; and E.O. 10450, 10865, 12333, 12958, and 12968. Auth for your SSN is E.O. 9397. NSA's Blanket Routine Uses found at 58 Fed. Reg. 10,531 (1993) and the specific uses found in GNSA01 and GNSA10 apply to this information. Information you provide will be used (principally) to document your access to Protected Information and your continuing obligation not to disclose Protected Information without authorization. Your disclosure of information requested by this form is voluntary but refusal to provide information, other than your SSN, may prevent you from obtaining access to Protected Information. Refusal to provide your SSN may delay you from obtaining access to Protected Information.

NATIONAL SECURITY AGENCY
Fort George G. Meade, MD 20755-6000

CONTRACTOR SECURITY AGREEMENT

I understand that access to Protected Information under a U.S. Government agency contract is subject to statutory requirements and penalties and involves a special trust and confidence regarding the national security. Intending to be legally bound, I hereby accept the obligations set forth in this Agreement in consideration of my being granted such access.

1. I have been advised that Protected Information is information obtained as a result of my relationship with NSA which is classified or in the process of a classification determination pursuant to the standards of Executive Order 12958, or any successor order, and implementing regulations. It includes, but is not limited to, intelligence and intelligence-related information, sensitive compartmented information (*information concerning or derived from intelligence sources and methods*), and cryptologic information (*information concerning communications security and signals intelligence, including information which is also sensitive compartmented information*) protected by Section 798 of Title 18, United States Code.

2. I understand that the burden is upon me to determine whether information or materials within my control are considered by the NSA to be Protected information, and whether the person(s) to whom disclosure is to be made is/are authorized to receive it.

3. I understand that all Protected Information to which I may obtain access hereafter, is 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 upon demand by an authorized representative of the NSA or upon the conclusion of my authorized access to Protected Information, I shall return all material containing such Protected Information in my possession, or for which I am responsible because of such access. I understand that failure to return such materials may be a violation of Section 793 of Title 18, United States Code, and may constitute a crime for which I may be prosecuted.

4. I understand that the unauthorized disclosure of Protected Information may invoke the criminal sanctions prescribed by one or more of the following statutes - Sections 793, 794, 798, 952, and 1924 of Title 18, United States Code, and Sections 421 through 426 and 783(b) of Title 50, United States Code.

5. I understand that any breach of this Agreement by me may, in accordance with applicable law, result in termination by the NSA of my access to any or all Protected Information at any time it determines such action to be in the interest of national security.

6. I agree not to discuss matters pertaining to Protected Information except when necessary for the proper performance of my duties and only with persons who are currently authorized to receive such information and have a need-to-know.

7. I agree I will report, without delay, to my company security officer or to an NSA security representative the details and circumstances of any possible unauthorized disclosure of Protected Information or of any unauthorized person obtaining or attempting to obtain Protected Information.

8. 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 may 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.

9. I agree that I will submit for security review in accordance with NSA/CSS Regulation 10-63, "NSA/CSS Prepublication Review Procedure," all information or materials, including works of fiction, that I have prepared for public disclosure which contain or purport to contain, refer to, or are based upon Protected Information, as defined in paragraph 1 of this Agreement. I understand that the term "public disclosure" includes any disclosure of Protected Information to one or more persons not authorized to have access to it. In addition, I agree:

(a) to submit such information and materials for prepublication review during the course of my access to Protected Information under a contract with the NSA and thereafter;

(b) to make any required submissions prior to discussing the information or materials with, or showing them to anyone who is not authorized to have access to them;

(c) not to disclose such information or materials to any person who is not authorized to have access to them until I have received written authorization from the NSA that such disclosure is permitted; and

(d) to assign to the United States Government all rights, title and interest and all royalties, remuneration, or emoluments of whatever form that have resulted, will result, or may result from any disclosure, publication, or revelation of Protected Information not consistent with the terms of this Agreement.

I understand that the purpose of the prepublication review procedure is to determine whether material contemplated for public disclosure contains Protected Information and, if so, to give the NSA an opportunity to prevent the public disclosure of such information. I understand that the NSA is obligated pursuant to this agreement, and in accordance with the terms of NSA/CSS Regulation 10-63, to conduct the prepublication review in a reasonable time, to consult, as necessary, with me through the review process, and to provide an opportunity for me to appeal initial review determinations.

10. In addition to other conditions imposed on me as a result of my access to Protected Information under a contract with the NSA, I agree to:

(a) Notify the Office of Security, NSA, of any unofficial foreign travel by me during the period of my access to Protected Information under a contract with the NSA;

(b) Accept such restrictions on unofficial foreign travel during the period of my access to Protected Information under a contract with the NSA, as may be deemed necessary, to prevent unacceptable risk to the national security, to the NSA, to personnel associated with the NSA or to Protected Information.

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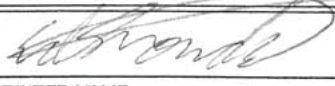



11. I understand that each of the provisions in this Agreement is severable, i.e., all other provisions of this Agreement will remain in full force should it be determined that any provision of this Agreement does not apply to me or is otherwise unenforceable. I also understand that this Agreement applies to me even though I may have executed a similar government non-disclosure agreement.

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SIGNATURE 	COMPANY <u>Perot Systems</u>	ORG
TYPED OR PRINTED NAME <u>Ed Snowden</u>	SOC 	DATE <u>6 MAY 2009</u>
The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the National Security Agency as a prior condition of access to Protected Information.		
SIGNATURE 	PRINTED NAME 	DATE <u>6 MAY 2009</u>

Privacy Act Statement: Auth. for requesting info: 50 U.S.C. 402 note; 50 U.S.C. 403-3(c)(6); 18 U.S.C. 793, and E.O. 10450, 10865, 12333, 12958, and 12968. Auth. or collecting your SSN is E.O. 9397. NSA's Blanket Routine Uses found at 58 Fed. Reg. 10,331 (1993) and the specific uses found in GNSA01 and GNSA10 apply to this information. Information you provide will be used (principally) to document your access to protected information and your continuing obligation not to disclose protected information without authorization. Your disclosure of information requested by this form is voluntary but refusal to provide information, other than your SSN, may prevent you from obtaining access to protected information. Refusal to provide your SSN may delay you from obtaining access to protected information.

NATIONAL SECURITY AGENCY
Fort George G. Meade, MD 20755-6000

CONTRACTOR SECURITY AGREEMENT

I understand that access to protected information under a U.S. Government agency contract is subject to statutory requirements and penalties and involves a special trust and confidence regarding the national security. Intending to be legally bound, I hereby accept the obligations set forth in this Agreement in consideration of my being granted such access.

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4. I understand that the unauthorized disclosure of protected information may invoke the criminal sanctions prescribed by one or more of the following statutes: Sections 793, 794, 798, 952, and 1924 of Title 18, United States Code, and Sections 421 through 426 and 783(b) of Title 50, United States Code.

5. I understand that any breach of this Agreement by me may, in accordance with applicable law, result in termination by the NSA of my access to protected information at any time it determines such action to be in the interest of national security.

6. I agree not to discuss matters pertaining to protected information except when necessary for the proper performance of my duties and only with persons who are currently authorized to receive such information and have a need-to-know.

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8. 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 may 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.

9. I agree that I will submit for security review in accordance with NSA/CSS Policy 1 - 30 "Review of NSA/CSS Information for Public Dissemination" all information or materials, including works of fiction, that I have prepared for public disclosure which contain or purport to contain, refer to, or are based upon protected information, as defined in paragraph 1 of this Agreement. I understand that the term "public disclosure" includes any disclosure of protected information to one or more persons not authorized to have access to it. In addition, I agree:

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I understand that the purpose of the prepublication review procedure is to determine whether material contemplated for public disclosure contains protected information and if so, to give the NSA an opportunity to prevent the public disclosure of such information. I understand that the NSA is obligated pursuant to this Agreement, and in accordance with the terms of NSA/CSS Policy 1 - 30, to conduct the prepublication review in a reasonable time, to consult, as necessary, with me through the review process, and to provide an opportunity for me to appeal initial review determinations.

10. In addition to other conditions imposed on me as a result of my access to protected information under a contract with the NSA, I agree to:

(a) Notify the Associate Directorate for Security and Counterintelligence, NSA, of any unofficial foreign travel by me during the period of my access to protected information under a contract with the NSA;

(b) Accept such restrictions on unofficial foreign travel during the period of my access to protected information under a contract with the NSA, as may be deemed necessary to prevent unacceptable risk to national security, to the NSA, to personnel associated with the NSA or to protected information;

(c) Report foreign national associations that are close and continuing. Close and continuing associations are characterized by ties of affection, kinship, obligation or capacity to influence;

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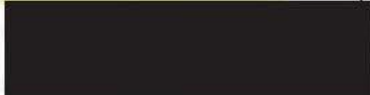
11. I understand that each of the provisions of this Agreement is severable, i.e., all other provisions of this Agreement will remain in full force should it be determined that any provision of this Agreement does not apply to me or is not otherwise unenforceable. I also understand that this Agreement applies to me even though I may have executed a similar government non-disclosure agreement.

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13. I have read this Agreement and my questions, if any, have been answered. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, Section 421 through 426 and 783(b) of Title 50, United States Code; Public Law 88-290; pertinent sections of Executive Order 12958 or any successor order; and NSA/CSS Policy 1 - 30 "Review of NSA/CSS Information for Public Dissemination" so that I may read them at this time, if I so choose. I understand and accept that unless I am released in writing by an authorized representative of the NSA, this Agreement applies during the time I am granted access to protected information and at all times thereafter, and applies to all protected information to which I may be granted access.

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

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 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 disclosures that may compromise national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 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.

SIGNATURE	COMPANY	ORG
	Booz Allen Hamilton	
TYPED OR PRINTED NAME	SOCIAL SECURITY NUMBER	DATE
Edward Joseph Snowden		3/27/13

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the National Security Agency as a prior condition of access to Protected Information.

SIGNATURE	PRINTED NAME	DATE
		3/27/13

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
EDWARD SNOWDEN,)	
)	
Defendant,)	
)	
and)	
)	
MACMILLAN PUBLISHERS INC., <i>et al.</i> ,)	
)	
Relief-Defendants.)	

Exhibit D:

CIA Regulation

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(U) Disseminating or sharing any part of this document outside CIA must comply with AR 10-16.

AR 13-10 (U//~~FOUO~~) Agency Prepublication Review of Certain Material Prepared for Public Dissemination (Formerly AR 6-2)

DDI - Agency Regulation Series 13 (Special Reporting Requirements/Restrictions) Published on 25 June 2011

Revision Summary

(U//~~FOUO~~) AR 13-10, (U//~~FOUO~~) *Agency Prepublication Review of Certain Material Prepared for Public Dissemination*, is being administratively revised to reflect the title changes from Associate Deputy Director of the CIA (ADD/CIA) to Chief Operating Officer (COO), effective 1 June 2017.

Regulation Summary

(U//~~FOUO~~) This regulation sets forth CIA policies and procedures for the submission and review of material proposed for publication or public dissemination by current and former employees and contractors and other individuals obligated by the CIA secrecy agreement to protect from unauthorized disclosure certain information they obtain as a result of their contact with the CIA. This regulation applies to all forms of dissemination, whether in written, oral, electronic, or other forms, and whether intended to be an official or nonofficial (that is, personal) publication.

I. (U) Authorities

(U//~~FOUO~~) The National Security Act of 1947, as amended, the Central Intelligence Agency (CIA) Act of 1949, as amended, and Executive Order 12333, as amended, require the protection of intelligence sources and methods from unauthorized disclosure. Executive Order 13526, requires protection of classified information from unauthorized disclosure. 18 U.S.C. section 209 prohibits a federal employee from supplementation of salary from any source other than the U.S. Government as compensation for activities related to the employee's service as a Government employee. The Standards of Ethical Conduct for Employees of the Executive Branch (5 C.F.R. 2635) are the Government-wide ethics regulations that govern Federal employees. Those regulations include restrictions on outside activities and compensation for teaching, speaking, and writing related to official duties. In *Snepp v. U.S.*, 444 U.S. 507 (1980), the Supreme Court held that individuals who have been authorized access to CIA information, the public disclosure of which could harm the national security, hold positions of special trust and have fiduciary obligations to protect such information. These obligations are reflected in this regulation and in CIA secrecy agreements.

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II. (U) Policy

A. (U) General Requirements and Definitions

1. (~~U//FOUO~~) The CIA requires all current and former Agency employees and contractors, and others who are obligated by CIA secrecy agreement, to submit for prepublication review to the CIA's Publications Review Board (PRB) all intelligence-related materials intended for publication or public dissemination, whether they will be communicated in writing, speeches, or any other method; and whether they are officially sanctioned or represent personal expressions, except as noted below.
2. (~~U//FOUO~~) The purpose of prepublication review is to ensure that information damaging to the national security is not disclosed inadvertently; and, for current employees and contractors, to ensure that neither the author's performance of duties, the Agency's mission, nor the foreign relations or security of the U.S. are adversely affected by publication.
3. (~~U//FOUO~~) The prepublication review requirement does not apply to material that is unrelated to intelligence, foreign relations, or CIA employment or contract matters (for example, material that relates to cooking, stamp collecting, sports, fraternal organizations, and so forth).
4. (~~U//FOUO~~) Agency approval for publication of nonofficial, personal works (including those of current and former employees and contractors and covered non-Agency personnel) does not represent Agency endorsement or verification of, or agreement with, such works. Therefore, consistent with cover status, authors are required, unless waived in writing by the PRB, to publish the following disclaimer:

"All statements of fact, opinion, or analysis expressed are those of the author and do not reflect the official positions or views of the Central Intelligence Agency (CIA) or any other U.S. Government agency. Nothing in the contents should be construed as asserting or implying U.S. Government authentication of information or CIA endorsement of the author's views. This material has been reviewed by the CIA to prevent the disclosure of classified information."
5. (~~U//FOUO~~) Those who are speaking in a nonofficial capacity must state at the beginning of their remarks or interview that their views do not necessarily reflect the official views of the CIA.
6. (U) A nonofficial or personal publication is a work by anyone who has signed a CIA secrecy agreement (including a current and former employee or contractor), who has prepared the work as a private individual and who is not acting in an official capacity

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for the Government.

7. (U) An official publication is a work by anyone who has signed a CIA secrecy agreement, (including a current employee or contractor), such as an article, monograph, or speech, that is intended to be unclassified and is prepared as part of their official duties as a Government employee or contractor acting in an official capacity.
8. (U) "Publication" or "public dissemination" in this context means:
 - a. (U) for nonofficial (that is, personal) works -- communicating information to one or more persons; and
 - b. (U) for official works -- communicating information in an unclassified manner where that information is intended, or is likely to be, disseminated to the public or the media.
9. (~~U//FOUO~~) Covered non-Agency personnel means individuals who are obligated by a CIA secrecy agreement to protect from unauthorized disclosure certain information they obtain as a result of their contact with the CIA.

B. (~~U//FOUO~~) The Publications Review Board

1. (~~U//FOUO~~) The PRB is the Agency body charged with reviewing, coordinating, and formally approving in writing all proposed nonofficial, personal publications that are submitted for prepublication. It is also responsible for coordinating the official release of certain unclassified Agency information to the public. The Board consists of a Chair and senior representatives from the Director of CIA Area, the Directorate of Operations (DO), the Directorate of Support, the Directorate of Science and Technology, and the Directorate of Analysis. There is a nonvoting Executive Secretary and the Office of General Counsel (OGC) provides a nonvoting legal advisor.
2. (~~U//FOUO~~) The PRB shall adopt and implement all lawful measures to prevent the publication of information that could damage the national security or foreign relations of the U.S. or adversely affect the CIA's functions or the author's performance of duties, and to ensure that individuals given access to classified information understand and comply with their contractual obligations not to disclose it. When the PRB reviews submissions that involve the equities of any other agency, the PRB shall coordinate its review with the equity-owning agency.
3. (~~U//FOUO~~) The PRB Chair is authorized unilaterally to represent the Board when disclosure of submitted material so clearly would not harm national security that

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additional review is unnecessary or when time constraints or other unusual circumstances make it impractical or impossible to convene or consult with the Board. The Chair may also determine that the subject of the material is so narrow or technical that only certain Board members need to be consulted.

4. (U//~~FOUO~~) During the course of PRB deliberations, the views of the equity-owning Board member regarding damage to national security and appropriateness for publication will be given great weight. In the event the PRB Chair and other Board members disagree as to whether the publication of information could damage the national security or if the Studies in Intelligence Editorial Board Chair disagrees with a PRB decision under section F 2 below that an article is inappropriate for publication, the PRB Chair, or Director of the Center for the Study of Intelligence, will have 15 days to raise the issue to the Chief, Information Management Staff for review, highlighting the equity-owner's concerns. If no resolution is reached at that level, the C/IMS will have 15 days to raise the matter to the Chief Operating Officer (COO) of the Central Intelligence Agency for a final decision. When there is a disagreement whether information should be approved for publication, it will not be so approved until the issue is resolved by the C/IMS or the COO. However, if the issue is not raised to the C/IMS or the COO within the applicable time limits, the views of the equity-owning Board member will be adopted as the decision of the PRB (or in those cases where the Studies of Intelligence Editorial Board Chair disagrees with the PRB decision and the issue is not raised within applicable time limits, the PRB decision will be final).

C. (U//~~FOUO~~) Contacting the PRB

1. (U) Former employees and contractors and other covered non-Agency personnel must submit covered nonofficial (personal) materials intended for publication or public dissemination to the PRB by mail, fax, or electronically as follows:

For U.S. Mail:

CIA Publications Review Board



Washington, DC 20505

(U) For Overnight Delivery (for example, FedEx, UPS, and so forth):



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Facsimile: Email: Phone:

2. (U) Current employees and contractors must submit covered nonofficial and official materials intended for publication or public dissemination to the PRB by mail, fax, or electronically as follows:

Internal Mail: Classified Facsimile: Email: Lotus Note to: Secure Phone:

3. (U//~~FOUO~~) Current employees and contractors intending to publish or speak on a nonofficial, personal basis must also complete and submit to the PRB an electronic cover memorandum identifying their immediate supervisor or contracting officer. The PRB will notify the appropriate Agency manager or contracting officer, whose concurrence is necessary for publication.
4. (U//~~FOUO~~) Review Timelines. As a general rule, the PRB will complete prepublication review for nonofficial publications within 30 days of receipt of the material. Relatively short, time-sensitive submissions (for example, op-ed pieces, letters to the editor, and so forth) will be handled as expeditiously as practicable. Lengthy or complex submissions may require a longer period of time for review, especially if they involve intelligence sources and methods issues. Authors are strongly encouraged to submit drafts of completed works, rather than chapters or portions of such works.

D. (U) What is Covered

1. (U//~~FOUO~~) Types of Materials. The prepublication review obligation applies to any written, oral, electronic, or other presentation intended for publication or public dissemination, whether personal or official, that mentions CIA or intelligence data or activities or material on any subject about which the author has had access to

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classified information in the course of his employment or other contact with the Agency. The obligation includes, but is not limited to, works of fiction; books; newspaper columns; academic journal articles; magazine articles; resumes or biographical information on Agency employees (submission to the PRB is the exclusive procedure for obtaining approval of proposed resume text); draft Studies in Intelligence submissions (whenever the author is informed by the Studies editor that the draft article is suitable for Studies Editorial Board review); letters to the editor; book reviews; pamphlets; scholarly papers; scripts; screenplays; internet blogs, e-mails, or other writings; outlines of oral presentations; speeches; or testimony prepared for a Federal or state or local executive, legislative, judicial, or administrative entity; and Officers in Residence (OIRs) speeches and publications (although oral and written materials prepared by OIRs exclusively for their classroom instructional purposes are not covered, OIRs must take particular care to ensure that any anecdotes or other classroom discussions of their Agency experiences do not inadvertently reveal classified information). Materials created for submission to the Inspector General and/or the Congress under the Whistleblower Protection Act and CIA implementing regulations are nonofficial, personal documents when they are initially created and the author is entitled to seek a review by the PRB to determine if the materials contain classified information and, if so, the appropriate level of classification of the information. If, at any point during or after the whistleblower process, the author wishes to disseminate his whistleblower complaint to the public, the author must submit his complaint to the PRB for full prepublication review under this regulation. If the author is a current employee or contractor who intends to disseminate his whistleblower complaint to the public, the author must also obtain PRB review of his materials under paragraph F below.

2. (U//~~FOUO~~) Review of Draft Documents. Written materials of a nonofficial, personal nature covered by the regulation must be submitted to the PRB at each stage of their development before being circulated to publishers, editors, literary agents, co-authors, ghost writers, reviewers, or the public (that is, anyone who does not have the requisite clearance and need-to-know to see information that has not yet been reviewed, but may be classified). This prepublication review requirement is intended to prevent comparison of different versions of such material, which would reveal the items that the Agency has deleted. For this reason, PRB review of material only after it has been submitted to publishers, reviewers, or other outside parties violates the author's prepublication review obligation. The Agency reserves the right to conduct a post-publication review of any such material in order to take necessary protective action to mitigate damage caused by such a disclosure. Such post-publication review and action does not preclude the U.S. Government or the CIA from exercising any other legal rights otherwise available as a result of this prepublication violation.

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Additionally, the Agency reserves the right to require the destruction or return to CIA of classified information found to have been included in earlier versions of a work regardless of the form of the media involved (for example, paper, floppy disk, hard disk, or other electronic storage methods).

3. (U) Public Presentations.

- a. (U) With respect to current and former employees and contractors and covered non-Agency personnel making intelligence-related speeches, media interviews, or testimony, they must submit all notes, outlines, or any tangible preparatory material to the PRB for review. Where no written material has been prepared specifically in contemplation of the speech, interview, or oral testimony, the individual must contact the PRB Chair or his representative to provide a summary of any and all topics that it is reasonable to assume may be discussed, and points that will or may be made. Unprepared or unrehearsed oral statements do not exempt an individual from possible criminal liability in the event they involve an unauthorized disclosure of classified information.
- b. (U) In addition, with respect to current employees and contractors making official or nonofficial oral intelligence-related statements to the media or to groups where the media will likely be in attendance, prior to granting interviews or making public appearances, the speaker shall contact the PRB for guidance. The PRB will coordinate the review of proposed speeches or media interviews with the component involved, the Office of Public Affairs for guidance regarding media or press relations, and other offices as necessary.
- c. (U) Current employees who must make court appearances or respond to subpoenas must contact OGC for guidance.

4. (~~U//FOUO~~) Official Publications. The publication or public dissemination of official Agency information by any means, including electronic transmissions, such as internet and unclassified facsimile, is subject to prepublication review. In addition to the types of materials listed in paragraph D1 above, official publications subject to this review include unclassified monographs; organizational charts; brochures; booklets; flyers; posters; advertisements; films; slides; videotapes; or other issuances, irrespective of physical media such as paper, film, magnetic, optical, or electronic, that mention CIA or intelligence data or activities or material on any subject about which the author has had access to classified information in the course of his employment or other association with the Agency.

5. (~~U//FOUO~~) Exclusions. Not included within the scope of this regulation are CIA court

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filings; regular, serial publications such as the CIA World Fact Book; or documents released pursuant to official declassification and release programs such as the Freedom of Information Act or the 25-Year Automatic Declassification Program under Executive Order 13526. Nor do these procedures apply to official documents intended to be disseminated only to other Federal Government entities (that is, responses to other Federal agencies and Congressional entities -- except for unclassified "constituent replies" that will remain covered by this regulation).

6. (~~U//AIUO~~) Additional PRB Guidance. It is not possible to anticipate all questions that may arise about which materials require prepublication review. Therefore, it is the author's obligation to seek guidance from the PRB on all prepublication review issues not explicitly covered by this regulation.

E. (~~U//AIUO~~) Prepublication Review Guidelines for Former Employees and Contractors, and Covered Non-Agency Personnel

1. (~~U//AIUO~~) All material proposed for publication or public dissemination must be submitted to the PRB Chair, as described in paragraph C 1 above. The PRB Chair will have the responsibility for the review, coordination, and formal approval in writing of submissions in coordination with appropriate Board members. The PRB Chair will provide copies of submitted material to all components with equities in such material, and will also provide copies to all Board members and, upon request, to any Directorate-level Information Review Officer.
2. (~~U//AIUO~~) The PRB will review material proposed for publication or public dissemination solely to determine whether it contains any classified information. Permission to publish will not be denied solely because the material may be embarrassing to or critical of the Agency. Former employees, contractors, or non-Agency personnel must obtain the written approval of the PRB prior to publication.
3. (~~U//AIUO~~) When it is contemplated that a co-author who has not signed a CIA secrecy agreement will contribute to a publication subject to prepublication review, the final version of the publication must clearly identify those portions of the publication that were authored by the individual subject to the secrecy agreement. Where there is any ambiguity concerning which individual wrote a section, and the section was not submitted for review, the Agency reserves the right to consider the section to be entirely written by the individual subject to the secrecy agreement and therefore in violation of the individual's prepublication review obligations.
4. (~~U//AIUO~~) When otherwise classified information is also available independently in open sources and can be cited by the author, the PRB will consider the fact in making its determination on whether that information may be published with the appropriate

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citations. Nevertheless, the Agency retains the right to disallow certain open-source information or citations where, because of the author's Agency affiliation or position, the reference might confirm the classified content.

F. (U//~~FOUO~~) Prepublication Review Guidelines for Current Employees and Contractors

1. (U//~~FOUO~~) All covered material proposed for publication or public dissemination must be submitted to the PRB Chair, as described in paragraph C 2 above. The PRB Chair will have the responsibility for the review, coordination, and formal approval in writing of submissions in coordination with the author's supervisor and other offices as necessary. The PRB Chair will provide copies of submitted material to all components with equities in such material, and will also provide copies to all Board members and, upon request, to any Directorate-level Information Review Officer.
2. (U//~~FOUO~~) Additional Review Criteria. Appropriateness. For current employees and contractors, in addition to the prohibition on revealing classified information, the Agency is also legally authorized to deny permission to publish any official or nonofficial materials on matters set forth in paragraphs D 1 and D 4 above that could:
 - a. (U) reasonably be expected to impair the author's performance of his or her job duties,
 - b. (U) interfere with the authorized functions of the CIA, or
 - c. (U//~~FOUO~~) have an adverse effect on the foreign relations or security of the United States.

(U//~~FOUO~~) These additional review criteria ensure that material is not published that could adversely affect the Agency's ability to function as an employer and carry out its national security mission. Because these criteria principally concern the Agency's authority as an employer to promote an effective work place and to protect the integrity of its mission, they apply only to the submissions of current CIA employees and contractors.

(U//~~FOUO~~) When a current CIA officer engages in public discussion of internal organizational operations, policies, and information, it could in certain circumstances interfere with CIA's ability, as an employer, to promote an effective work place and carry out its mission. When a current CIA officer engages in public discussion of current foreign relations issues or intelligence-related matters, it could in certain circumstances provide a factual basis for some to reasonably question whether the CIA was properly carrying out its independent, objective, and apolitical intelligence functions.

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(U//~~FOUO~~) The determination of whether any particular publication could impair the author's performance of his or her duties, interfere with authorized CIA functions, or adversely affect the foreign relations or security of the United States must be assessed case-by-case in terms of the content of the manuscript, as well as the overall context and prevailing circumstances, including but not limited to, consideration of the currency of the subject matter; whether the subject matter is a matter of public concern; the degree to which the topic is related to the author's official duties; whether the material submitted for review is required for a course at an accredited U.S. educational institution at any academic level and, if so, whether distribution is intended to extend beyond classroom use; and whether, in light of the assignment in which the author serves, the inclusion or exclusion of the disclaimer described in paragraph A 4 above can mitigate any concerns. The Agency will exercise its authority to deny permission to publish on the basis of any such determination only when the determination is made in writing and clearly identifies or describes how publication could create a significant risk of impairing the author's performance of his or her job duties, interfering with the authorized functions of the CIA, or adversely affecting the foreign relations or security of the United States.

(U//~~FOUO~~) Prior to drafting a manuscript intended for nonofficial publication, current CIA officers are encouraged to consult with the Board regarding the proposed topic or subject matter. In addition, current CIA officers must comply with any applicable component policies and procedures relating to consultation with management prior to the drafting of a manuscript, prior to submitting a manuscript to the Board, or during the prepublication review process. Any consultation with the Board or management may not necessarily result in Agency approval to publish the submitted manuscript.

3. (U//~~FOUO~~) Outside Activities Approval Request. Current employees and contractors must also complete a Form 879 (Outside Activity Approval Request) in accordance with Agency Regulation 13-11 (U) *Outside Activities*.
4. (U) Review Process:
 - a. (U//~~FOUO~~) Nonofficial publications. For all nonofficial publications, current employees must complete and submit to the PRB a cover memorandum identifying their immediate supervisor or contracting officer. The PRB will notify these individuals, whose concurrence is necessary for publication.
 - b. (U//~~FOUO~~) Unclassified official publications. For all unclassified official publications that are covered by this regulation, current employees or contractors must first coordinate the document or speech with their management chain. Once initial management acceptance has been made,

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the employee must then submit the proposed publication to the PRB for final review and approval. (Classified official publications are not covered by this regulation and, therefore, are not required to be submitted to the PRB for review.)

- c. (~~U//FOUO~~) Resumes. This requirement for management review and concurrence does not apply for resumes, which must be sent to the PRB, which will coordinate their approval with the appropriate equity-owning component and Directorate-level Information Review Officer. The employee must obtain the written approval of the PRB prior to any dissemination of the resume outside of the CIA.

- 5. (~~U//FOUO~~) OGC Ethics Review for Executive Branch Employees. As part of the prepublication review process, and after PRB/management review of proposed publications is completed, the PRB will initiate a further review by OGC/Ethics Law Division (OGC/ELD) to determine if any ethics issues are raised under the Standards of Ethical Conduct for Employees of the Executive Branch. These Government-wide regulations and Agency Regulation 13-2 limit the use of nonpublic information and provide that an employee shall not receive compensation from any source other than the Government for teaching, speaking, or writing relating to the employee's official duties. Additionally, OGC/ELD will also review proposed publications by current employees to ensure there is no violation of the criminal statute, 18 U.S.C. section 209, which prohibits an employee from receiving any salary or any contribution to or supplementation of salary from any source other than the U.S. as compensation for services as a Government employee. Specifically, employees may not receive outside compensation for any article, speech, or book written or produced as part of their official duties.

G. (U) Appeals

- 1. (~~U//FOUO~~) If the PRB denies all or part of a proposed nonofficial publication, the author may submit additional material in support of publication and request reconsideration by the PRB. In the event the PRB denies the request for reconsideration, the author may appeal. PRB decisions involving nonofficial publications may be appealed to the COO within 30 days of the decision. Such an appeal must be in writing and must be sent to the PRB Chair. Appeal documentation must include the material intended for publication and any supporting materials the appealing party wishes the COO to consider. The PRB Chair will forward the appeal and relevant documentation through the components that objected to publication of the writing or other product at issue. The Director or Head of Independent Office will affirm or recommend revision of the decision affecting his or her component's equities

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and will forward that recommendation to OGC. OGC will review the recommendations for legal sufficiency and will make a recommendation to the COO for a final Agency decision. The PRB Chair is responsible for staff support to the COO. The COO will render a written final decision on the appeal. Best efforts will be made to complete the appeal process within 30 days from the date the appeal is submitted.

2. (U//~~FOUO~~) This regulation is intended to provide direction and guidance for those persons who have prepublication review obligations and those who review material submitted for nonofficial or official publication. Nothing contained in this regulation or in any practice or procedure that implements this regulation is intended to confer, or does confer, any substantive or procedural right of privilege on any person or organization beyond that expressly stated herein.

- H. (U//~~FOUO~~) Breach of Secrecy Agreement. Failure to comply with prepublication review obligations can result in the imposition of civil penalties or damages. When the PRB becomes aware of a potential violation of the CIA secrecy agreement, it will notify OGC and the Office of Security (OS). After the OS review and investigation of the case is completed, if further action is deemed warranted, the OS will refer the matter to OGC, which will report all potentially criminal conduct to the Department of Justice (DoJ) and consult with DoJ regarding any civil remedies that may be pursued.

III. (U) Responsibilities

(U) None

References

(U) None

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

<hr/>)	
UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
EDWARD SNOWDEN,)	
)	
Defendant,)	
)	
and)	
)	
MACMILLAN PUBLISHERS INC., <i>et al.</i> ,)	
)	
Relief-Defendants.)	
<hr/>)	

Exhibit E:

DoD Instruction 5230.09



DoD INSTRUCTION 5230.09

CLEARANCE OF DoD INFORMATION FOR PUBLIC RELEASE

Originating Component: Office of the Chief Management Officer of the Department of Defense

Effective: January 25, 2019

Releasability: Cleared for public release. Available on the Directives Division Website at <http://www.esd.whs.mil/DD/>.

Reissues and Cancells: DoD Directive 5230.09, "Clearance of DoD Information for Public Release," August 22, 2008, as amended

Approved by: Lisa W. Hershman, Acting Chief Management Officer

Purpose: This issuance reissues the 2008 directive as a DoD instruction in accordance with the authority in DoD Directive (DoDD) 5105.82 and the February 1, 2018 Secretary of Defense Memorandum to establish policy and assign responsibilities for the security and policy review process for the clearance of official DoD information proposed for official public release by the DoD and its employee.

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SECTION 1: GENERAL ISSUANCE INFORMATION

1.1. APPLICABILITY.

a. This issuance applies to OSD, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the DoD (referred to collectively in this issuance as the “DoD Components”).

b. This issuance does not apply for provisions governing review of:

(1) Prepared statements, transcripts of testimony, questions for the record, inserts for the record, budget documents, and other material provided to congressional committees that may be included in the published records in accordance with DoD Instruction (DoDI) 5400.04.

(2) Information before publication or disclosure by DoD contractors in accordance with DoD 5220.22-M and Volumes 1-4 of DoD Manual (DoDM) 5200.01.

(3) Official information in litigation in accordance with DoDD 5405.2.

(4) Release of official DoD information to media organizations in accordance with DoDD 5122.05.

(5) Release of visual imagery, captured by DoD personnel on personal equipment, to media organizations in accordance with DoDI 5040.02.

(6) Release of information requested pursuant to Section 552 of Title 10, United States Code (U.S.C.) (also known as “the Freedom of Information Act”) and Section 552 of Title 10, U.S.C. (also known as “the Privacy Act”).

1.2. POLICY. It is DoD policy that:

a. Accurate and timely information is made available to the public and the Congress to help with analysis and understanding of defense strategy, defense policy, and national security issues.

b. Any official DoD information intended for public release that pertains to military matters, national security issues, or subjects of significant concern to the DoD will undergo a prepublication review before release.

c. The Office of the Inspector General of the Department of Defense, as an independent and objective component in the DoD, is exempt from the policy review provisions of this issuance. As necessary, information may be submitted for prepublication review before public release.

d. The public release of official DoD information is limited only as necessary to safeguard information requiring protection in the interest of national security or other legitimate

DoDI 5230.09, January 25, 2019

governmental interest, as authorized by DoDDs 5122.05, 5205.02E, 5230.25, 5400.07, 5400.11, 5405.2, and 5500.07; DoDIs 5200.01, 5230.24, and 5230.27; Volumes 1-4 of DoDM 5200.01 and DoDM 5400.07; DoD 5400.11-R; DoD 5500.07-R; Chapter I, Subchapter M, Parts 120 through 130 of Title 22, Code of Federal Regulations; Executive Orders 13526 and 13556; and Section 4353 of Title 22, U.S.C.

e. Information released officially is consistent with established national and DoD policies and programs.

f. To ensure a climate of academic freedom and to encourage intellectual expression, DoD personnel who are students or faculty members of an academy, college, university, or DoD school:

(1) Are not required to submit for prepublication review papers or materials prepared in response to academic requirements when they are not intended for release outside the academic institution. However, these individuals remain obligated to ensure their work contains no classified, sensitive or controlled unclassified sources consistent with their nondisclosure agreements.

(2) Will submit materials for prepublication review if they are intended for public release or will be made available in public libraries. Clearance will be granted if classified information is not disclosed, controlled unclassified information is not disclosed, DoD interests are not jeopardized, and the author accurately portrays official policy, even if the author takes issue with that policy.

g. Retired and separated Service members, former DoD employees and contractors, and non-active duty members of the Reserve Components will use the DoD prepublication review process to ensure that information they intend to release to the public does not compromise national security as required by their nondisclosure agreements. Those who forgo the prepublication review process and inadvertently, negligently, or willfully disclose classified information may be subject to an unauthorized disclosure investigation and legal action.

h. DoD personnel, while acting in a private capacity and not in connection with their official duties, may prepare information for public release through non-DoD venues or media. This information must undergo a prepublication review if it meets the criteria in DoDI 5230.29. Such activity must comply with ethical standards in DoDD 5500.07 and DoD 5500.07-R and may not have an adverse effect on duty performance or the authorized functions of the DoD.

SECTION 2: RESPONSIBILITIES

2.1. DIRECTOR OF ADMINISTRATION OF THE OFFICE OF THE CHIEF MANAGEMENT OFFICER OF THE DEPARTMENT OF DEFENSE (OCMO). Under the authority, direction, and control of the Chief Management Officer of the Department of Defense and in accordance with DoDD 5105.53, DoDD 5105.82, and the July 11, 2014 and February 1, 2018 Deputy Secretary of Defense memorandums, the Director of Administration of the OCMO acts as the appellate authority for the DoD security and policy review process.

2.2. DIRECTOR, WASHINGTON HEADQUARTERS SERVICES (WHS). Under the authority, direction, and control of the Chief Management Officer of the Department of Defense and through the Director of Administration of the OCMO, the Director, WHS:

- a. Monitors compliance with this issuance.
- b. Develops procedures and reviews guidelines for the security and policy review of information intended for public release in coordination with offices of the OSD Principal Staff Assistants.
- c. Implements the DoD prepublication review process through the Defense Office of Prepublication and Security Review in accordance with DoDD 5110.04.

2.3. DOD COMPONENT HEADS. The DoD Component heads:

- a. Provide prompt guidance and assistance to the Director, WHS, when requested, for the security or policy implications of information proposed for public release.
- b. Establish policies and procedures to implement this issuance in their Components. Designate the DoD Component office and point of contact for implementation of this issuance and provide this information to the Defense Office of Prepublication and Security Review.
- c. Forward official DoD information proposed for public release to the Director, WHS, for review, including a recommendation on the releasability of the information in accordance with DoDI 5230.29.

GLOSSARY

G.1. ACRONYMS.

DoDD	DoD directive
DoDI	DoD instruction
DoDM	DoD manual
OCMO	Office of the Chief Management Officer of the Department of Defense
U.S.C.	United States Code
WHS	Washington Headquarters Services

G.2. DEFINITIONS. These terms and their definitions are for the purpose of this issuance.

DoD personnel.

Any DoD civilian officer or employee (including special government employees) of any DoD Component (including any nonappropriated fund activity).

Any individual hired by or for any DoD Component through a contractual arrangement.

Any active duty Regular or Reserve military officer, warrant officer, and active duty enlisted member of the Military Services.

Any Reserve or National Guard member on active duty under orders issued pursuant to Title 10, U.S.C.

Any Reserve or National Guard member performing official duties, including while on inactive duty for training or while earning retirement points, pursuant to Title 10, U.S.C., or while engaged in any activity related to the performance of a federal duty or function.

Any faculty member in a civil service position or hired pursuant to Title 10, U.S.C. and any student (including a cadet or midshipman) of an academy, college, university, or school of the DoD.

Any foreign national working for a DoD Component consistent with labor agreements, international treaties and agreements, and host-country laws.

information. Any communication or representation of knowledge such as facts, data, or opinions in any medium or form.

official DoD information. All information that is in the custody and control of the DoD, relates to information in the custody and control of the DoD, or was acquired by DoD personnel as part of their official duties or because of their official status within DoD.

prepublication review. The process by which information that is proposed for public release is examined by the Defense Office of Prepublication and Security Review for compliance with established national and DoD policies and to determine whether it contains any classified, export-controlled or other protected information. It is the responsibility of the originating office to ensure that this prepublication review is followed and that clearance is granted prior to the release of the information to the public.

DoDI 5230.09, January 25, 2019

REFERENCES

- Code of Federal Regulations, Title 22, Chapter I, Subchapter M, Parts 120 through 130
- Deputy Secretary of Defense Memorandum, "Reorganization of the Office of the Deputy Chief Management Officer," July 11, 2014
- Deputy Secretary of Defense Memorandum, "Disestablishment of the Deputy Chief Management Officer and Establishment of the Chief Management Officer," February 1, 2018
- DoD 5220.22-M, "National Industrial Security Program Operating Manual," February 28, 2006, as amended
- DoD 5400.11-R, "Department of Defense Privacy Program," May 14, 2007
- DoD 5500.07-R, "Joint Ethics Regulation (JER)," August 30, 1993, as amended
- DoD Directive 5105.53, "Director of Administration and Management (DA&M)," February 26, 2008
- DoD Directive 5105.82, "Deputy Chief Management Officer (DCMO) of the Department of Defense," October 17, 2008
- DoD Directive 5110.04, "Washington Headquarters Services (WHS)," March 27, 2013
- DoD Directive 5122.05, "Assistant To the Secretary of Defense for Public Affairs (ATSD(PA))," August 7, 2017
- DoD Directive 5205.02E, "DoD Operations Security (OPSEC) Program," June 20, 2012
- DoD Directive 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure," November 6, 1984, as amended
- DoD Directive 5400.07, "DoD Freedom of Information Act (FOIA) Program," January 2, 2008
- DoD Directive 5400.11, "DoD Privacy Program," October 29, 2014
- DoD Directive 5405.2, "Release of Official Information in Litigation and Testimony by DoD Personnel as Witnesses," July 23, 1985
- DoD Directive 5500.07, "Standards of Conduct," November 29, 2007
- DoD Instruction 5040.02, "Visual Information (VI)," October 27, 2011, as amended
- DoD Instruction 5200.01, "DoD Information Security Program and Protection of Sensitive Compartmented Information (SCI)," April 21, 2016
- DoD Instruction 5230.24, "Distribution Statements on Technical Documents," August 23, 2012, as amended
- DoD Instruction 5230.27, "Presentation of DoD-Related Scientific and Technical Papers at Meetings," November 18, 2016, as amended
- DoD Instruction 5230.29, "Security and Policy Review of DoD Information for Public Release," August 13, 2014, as amended
- DoD Instruction 5400.04, "Provision of Information to Congress," March 17, 2009
- DoD Manual 5200.01, Volume 1, "DoD Information Security Program: Overview, Classification, and Declassification," February 24, 2012
- DoD Manual 5200.01, Volume 2, "DoD Information Security Program: DoD Information Security Program: Marking Of Classified Information," February 24, 2012, as amended

DoDI 5230.09, January 25, 2019

DoD Manual 5200.01, Volume 3, “DoD Information Security Program: Protection Of Classified Information,” February 24, 2012, as amended

DoD Manual 5200.01, Volume 4, “DoD Information Security Program: Controlled Unclassified Information (CUI),” February 24, 2012

DoD Manual 5400.07, “DoD Freedom of Information Act (FOIA) Program,” January 25, 2017

Executive Order 13526, “Classified National Security Information,” December 29, 2009

Executive Order 13556, “Controlled Unclassified Information,” November 4, 2010

Secretary of Defense Memorandum, “Disestablishment of the Deputy Chief Management Officer and Establishment of the Chief Management Officer,” February 1, 2018

United States Code, Title 10

United States Code, Title 22, Section 4353

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
EDWARD SNOWDEN,)	
)	
Defendant,)	
)	
and)	
)	
MACMILLAN PUBLISHERS INC., <i>et al.</i> ,)	
)	
Relief-Defendants.)	

Exhibit F:

NSA Regulation



**NATIONAL SECURITY AGENCY
CENTRAL SECURITY SERVICE
NSA/CSS POLICY 1-30**



Issue Date: 13 May 2015
Revised: 12 May 2017

REVIEW OF NSA/CSS INFORMATION INTENDED FOR PUBLIC RELEASE

PURPOSE AND SCOPE

This document sets forth the policy, procedures, and responsibilities governing the prepublication review of official NSA/CSS information intended for public release by current and former NSA/CSS affiliates in either an official capacity or a private capacity. This policy also implements Department of Defense (DoD) Directive 5230.09, "Clearance of DoD Information for Public Release" (Reference a).

This policy applies to all current and former NSA/CSS affiliates and reflects lifetime obligations agreed to in non-disclosure agreements.

/s/
ELIZABETH R. BROOKS
Chief of Staff

_____/s/_____
Endorsed by
Associate Director for Policy

Policy 1-30 is approved for public release.

Policy 1-30

Dated: 13 May 2015

DISTRIBUTION:

P12

P13

P131

P134 (Vital Records)

This Policy supersedes NSA/CSS Policy 1-30 dated 10 May 2013. The Chief, Policy approved an administrative update on 12 May 2017 to update organizational designators for NSA21. OPI: Information Security and Classification Division, P131, 972-2534 (secure) or (443)-634-4094 (non-secure).

POLICY

1. Public release in an official capacity:

a. NSA/CSS makes certain accurate and timely information available to the public to promote accountability for and understanding of its activities. The public release of official NSA/CSS information shall be limited only as necessary to safeguard information requiring protection in the interest of national security or other legitimate Government interest ([Reference a](#)). All current NSA/CSS affiliates shall submit for prepublication review all official NSA/CSS information intended for public release in their official capacity. The prepublication review process includes both a classification review and a review that determines whether the information intended for public release: is consistent with established NSA/CSS, DoD, and Intelligence Community policies and programs; is consistent with information security standards established by the Office of Information Management (OIM, P13); and conforms to NSA/CSS corporate messaging standards as determined by Strategic Communications (P2).

b. Official NSA/CSS information prepared as part of official duties and approved for public release will be used in accordance with DoD Directive (DoDD) 5500.07, "Standards of Conduct" ([Reference b](#)), and DoD 5500.7-R, "Joint Ethics Regulation (JER)" ([Reference c](#)), which preclude such use for monetary or nonmonetary personal gain.

2. Public release in a private capacity: NSA/CSS affiliates acting in a private capacity, and not in connection with their official duties, may prepare information for public release without management approval or policy review provided that the affiliate:

a. Violates no laws or regulations;

b. Maintains ethical standards and compliance with [References b and c](#);

c. Uses only information that is UNCLASSIFIED and approved for public release;

d. Uses no information in which NSA/CSS may have intellectual property rights and must file a new patent application with the U.S. Patent and Trademark Office thereon

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or lose the right to do so (i.e., the information, if publicly released, does not establish a date by which NSA/CSS must file a new patent application (e.g., 1 year after public release)); and

e. Uses a disclaimer on any material in which an NSA/CSS affiliation is cited, stating that the views and opinions expressed are those of the affiliate and do not reflect those of NSA/CSS.

3. Information available from both classified and open sources:

a. Official NSA/CSS information appearing in the public domain shall not be automatically considered UNCLASSIFIED or approved for public release.

b. Where information intended for public release is available to the NSA/CSS affiliate from classified sources and also independently from open sources, the affiliate may be permitted to release the information if the affiliate can cite an adequate open-source publication where the specific information is available – only if release of the information by the affiliate at the time of review will not cause additional damage to national security through confirmation of previous unauthorized releases. The appropriate Prepublication Review Authority shall exercise discretion in making such determinations on a case-by-case basis and may consider the following as factors in the decision:

- 1) The sensitivity of the information from classified sources;
- 2) The number and currency of the previous releases;
- 3) The level of detail previously exposed;
- 4) The source of the previous releases (whether authoritative and acknowledged or an anonymous leak);
- 5) The submitter's access to classified sources; and
- 6) The authority and credibility afforded by the affiliate's NSA/CSS experience.

4. Official NSA/CSS organizational logos: A logo may be created in accordance with NSA/CSS Policy 10-7, "NSA/CSS Multimedia Information" (Reference d). Once Graphics Services (P2212) creates a proof of the logo, it must be reviewed and approved for public release in an official capacity as set forth in this policy. Once approved for public release, a logo may be used for official NSA/CSS operational, promotional, or morale-building purposes.

PROCEDURES

5. For public release in official capacity:

a. Information intended for public release in an NSA/CSS affiliate's official capacity (including, but not limited to, books, articles, videos, speeches, conference briefings, Internet postings, biographies, book reviews, cooperative education (co-op) reports, press releases, research papers, and organizational logos) is subject to prepublication review.

b. Before publicly disclosing his or her NSA/CSS affiliation, a current affiliate preparing material for public release in an official capacity shall seek operations security (OPSEC) guidance from his or her Staff Security Officer (SSO) and solicit a name check from Chief, NSA/CSS Cover Office (X073) in accordance with NSA/CSS Policy 1-18, "NSA/CSS Cover Program" (Reference e).

c. Whenever practicable, to preclude the inadvertent spillage of classified information onto unclassified systems, NSA/CSS affiliates acting in an official capacity shall use a TOP SECRET classified information system (e.g., NSANet, JWICS) to draft the full material intended for public release. Notes, outlines, or other partial information may not be substituted for the full material intended for public release in order to avoid the possibility of classification due to compilation.

d. Current NSA/CSS affiliates acting in an official capacity shall first submit, for management review and approval, all official NSA/CSS information intended for public release.

e. Upon receipt of management approval for public release (which may be in the form of a digitally signed email), a current NSA/CSS affiliate acting in an official capacity submits the following to a local Classification Advisory Officer (CAO) for an initial classification determination: the full material intended for public release, management approval, and written consent from NSA/CSS affiliates identified in the information to have any NSA/CSS affiliation publicly revealed. A complete list of CAOs can be found on NSANet ("go cao").

f. Upon determining the information to be UNCLASSIFIED, the CAO sends a digitally signed email to the affiliate containing that determination.

g. Following procedures established by the Prepublication Review Authority, either the affiliate or the local CAO then forwards the full and final material intended for public release (with all classification markings and/or handling instructions removed), management approval, classification determination, written consent from affiliates identified in the information to have any NSA/CSS affiliation publicly revealed (if applicable), technical review (if applicable), and contracting officer approval (if applicable) to the appropriate NSA/CSS Prepublication Review Authority for the final prepublication review determination.

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h. The appropriate Prepublication Review Authority shall:

- 1) As necessary, coordinate with other information owners should the material contain information not under his or her purview;
- 2) Refer the information for review to organizations external to NSA/CSS, if required;
- 3) Coordinate, as appropriate, a review with the Public Affairs Office (PAO, P21) to determine that information intended for public release in an affiliate's official capacity conforms to NSA/CSS corporate messaging standards;
- 4) When necessary, request a technical review by a subject matter expert to determine that the information intended for public release is accurate;
- 5) When necessary, request a review by the NSA/CSS Office of the General Counsel (OGC) to determine that the information intended for public release contains no information in which NSA/CSS may have intellectual property rights and may file a patent application thereon; and
- 6) If the current NSA/CSS affiliate acting in an official capacity is a Senior Leader, coordinate with the Information Security and Classification Division (P131) to obtain prepublication approval from the Defense Office of Prepublication and Security Review (DOPSR).

i. The appropriate Prepublication Review Authority will issue, as practicable, a final determination to the affiliate within 25 business days of receipt of all required information and supporting documentation.

6. For public release in a private capacity:

a. Resumes, associated cover letters, work-related biographies (bios), and curriculum vitae (CVs) intended for any public use: Current and former NSA/CSS affiliates shall submit résumés, associated cover letters, work-related bios, and CVs intended for public release to the Information Security and Classification Division (P131) for review according to procedures published on the Information Security and Classification Division (P131) Web site and on nsa.gov to determine whether they contain NSA/CSS protected information.

1) Before publicly disclosing his or her NSA/CSS affiliation in such a document, a current affiliate shall seek OPSEC guidance from an SSO and solicit a name check from Chief, X073.

2) Whenever practicable and with supervisory approval, to preclude the inadvertent spillage of classified information onto unclassified systems, current NSA/CSS affiliates acting in a private capacity may use a TOP SECRET classified information system (e.g., NSANet, JWICS) to draft the full version of such documents intended for public release. Notes, outlines, or other partial

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information may not be substituted for the full material intended for public release in order to avoid the possibility of classification due to compilation.

3) A current affiliate shall have such documents first reviewed by an organizational CAO before submitting it to P131.

4) Former affiliates shall submit such documents per instructions in [paragraph 6.b.4.](#)

5) Résumés are not subject to management approval or policy review.

b. Other than résumés: Current and former NSA/CSS affiliates may prepare material for public release that meets all of the requirements stated in [paragraph 2](#). This includes, but is not limited to, books, articles, videos, speeches, conference briefings, Internet postings, book reviews, co-op reports, press releases, research papers, and organizational logos. However, prepublication review is required where compliance with the requirements of [paragraph 2](#) is in doubt (i.e., where the material contains official NSA/CSS information that may or may not be UNCLASSIFIED and approved for public release). Before publicly disclosing an NSA/CSS affiliation, a current affiliate shall seek OPSEC guidance from an SSO and solicit a name check from Chief, X073.

1) Whenever practicable and with supervisory approval, to preclude the inadvertent spillage of classified information onto unclassified systems, current NSA/CSS affiliates acting in a private capacity may use a TOP SECRET classified information system (e.g., NSANet, JWICS) to draft the full material intended for public release. Notes, outlines, or other partial information may not be substituted for the full material intended for public release in order to avoid the possibility of classification due to compilation.

2) A current affiliate with access to a TOP SECRET classified network (e.g., NSANet, JWICS) shall request review by his or her organization's CAO of the full material intended for public release. After review, the organization's CAO will send the full and final material and the initial determination to the appropriate Prepublication Review Authority for a second review.

3) Current affiliates without access to a TOP SECRET classified network (e.g., NSANet, JWICS) may submit the full and final material intended for public release via another classified system (e.g., SIPRNet) to the appropriate Prepublication Review Authority according to established procedures.

4) Former affiliates without access to a TOP SECRET classified network (e.g., NSANet, JWICS) shall submit the full and final material intended for public release in hardcopy to:

NSA/CSS
ATTN: P131, Prepublication Review
9800 Savage Road

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Suite 6932
Fort George G. Meade, MD 20755-6248

5) The appropriate Prepublication Review Authority shall create an official record of the documents reviewed and the determinations made.

6) As necessary, the appropriate Prepublication Review Authority shall coordinate with other information owners when the material contains information under their purview.

7) The appropriate Prepublication Review Authority shall, as practicable, issue the determination to the affiliate within 25 business days of receipt.

7. Appeal of a prepublication review determination:

a. A prepublication review determination may be appealed in writing to the Chief, OIM within 20 business days of receipt of the determination. At OIM's discretion, an additional 30 business days may be allowed to file a written appeal, provided that the affiliate files a written notice of intent to appeal within 20 business days of receipt of the initial determination and presents justification to support an extension. The affiliate making the appeal shall specifically identify the disputed portions of the initial determination and the reasons for appeal – and shall include any supporting information that the Chief, OIM should consider.

b. In support of OIM, the Information Security and Classification Division (P131) will, if necessary, schedule meetings with the NSA OGC and/or the information owners to review the disputed information and, within 30 business days of receipt of the appeal, advise the affiliate making the appeal of the Chief's OIM final determination and, to the extent consistent with national security, the reasons for any OIM determination adverse to the affiliate's interests.

c. The final determination by the Chief, OIM may not be further appealed.

RESPONSIBILITIES

8. A current NSA/CSS affiliate acting in an official capacity shall:

a. Before disclosing his or her NSA/CSS affiliation, solicit a name check from Chief, X073 in accordance with [Reference e](#);

b. Seek OPSEC guidance from an SSO regarding the possible consequences of disclosing his or her NSA/CSS affiliation;

c. Submit for prepublication review all materials intended for public release according to the procedures specified in [paragraph 5](#);

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d. As applicable, obtain written consent from each affiliate identified in the information to have his or her NSA/CSS affiliation publicly revealed; and

e. In accordance with established procedures, submit to the appropriate Prepublication Review Authority his or her requests for prepublication review along with all required information identified in [paragraph 5.g.](#).

9. Current NSA/CSS affiliates acting in a private capacity shall:

a. Before disclosing their NSA/CSS affiliation, solicit name checks from Chief, X073 in accordance with [Reference e](#);

b. Seek OPSEC guidance from an SSO regarding the possible consequences of disclosing their NSA/CSS affiliation;

10. Current and former NSA/CSS affiliates acting in a private capacity shall:

a. Submit for prepublication review all materials intended for public release according to the procedures specified in [paragraph 6](#);

b. Notify NSA/CSS of any request to comment on any unofficial NSA/CSS-related information (e.g., to review a book by a non-Government author prior to publication, to review an article). The NSA/CSS affiliate shall regard his/her comments as a proposed unofficial publication subject to review, as provided by this policy. If the appropriate Prepublication Review Authority determines that all or part of the text being commented on must be reviewed in order to evaluate the comments, the affiliate shall obtain permission from the author before submitting relevant parts of any unpublished text to NSA/CSS for review; and

c. As applicable, obtain written consent from each affiliate identified in the information to have his or her NSA/CSS affiliation publicly revealed.

11. Classification Advisory Officers (CAOs) shall:

a. Conduct an initial classification review of information submitted by an affiliate in their supported organizations, in accordance with current NSA/CSS classification and declassification guidance;

b. Provide the affiliate with a digitally signed email message or, if email is not practicable, an appropriately classified letter containing the classification determination; and

c. In accordance with established procedures and on behalf of the affiliate, submit a request for prepublication review to the appropriate Prepublication Review Authority (see [paragraph 5.g.](#)).

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12. Prepublication Review Authorities shall:

- a. Assist the CAO, when necessary, in resolving classification disputes;
- b. Coordinate reviews, as appropriate, with PAO for conformance to messaging standards;
- c. If the current NSA/CSS affiliate acting in an official capacity is a Senior Leader, coordinate with the Information Security and Classification Division (P131) to obtain prepublication approval from the DOPSR;
- d. Coordinate prepublication reviews with any other NSA/CSS offices as required by, and specified in, this policy;
- e. Coordinate prepublication reviews with external information owners (e.g., U.S. Government, foreign government), as appropriate;
- f. Conduct, as practicable, final prepublication reviews of all information intended for public release within 25 business days of receipt;
- g. Notify the affiliate in writing of the determination; and
- h. Maintain all required electronic and hardcopy official records related to prepublication review determinations in accordance with this policy and NSA/CSS Policy 1-6, "Records Management Program" ([Reference f](#));

13. The Information Security and Classification Division (P131) shall perform all of the functions of a Prepublication Review Authority (see [paragraph 12](#)) and shall:

- a. Serve as the sole approval authority for the public release of personal résumés;
- b. Coordinate with the DOPSR to obtain public release approval when the current NSA/CSS affiliate acting in an official capacity is a Senior Leader;
- c. Review and approve or disapprove management directives and any other procedures developed to implement this policy;
- d. Maintain accountability and a database for all required electronic and hardcopy official records related to prepublication review determinations in accordance with [Reference f](#); and
- e. Administratively assist the Chief, OIM in the processing of prepublication review appeals.

14. The Research Director, in addition to the responsibilities in [paragraph 15](#), shall:

- a. Issue management directives to implement this policy that have been approved by the Information Security and Classification Division (P131);

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b. Provide a monthly accounting of prepublication review cases to the Information Security and Classification Division (P131); and

c. Grant the Information Security and Classification Division (P131) access to any databases used for the electronic storage and tracking of prepublication review cases.

15. The Directors, Cryptologic Center Commanders/Chiefs, and Field Commanders/Chiefs shall:

a. Develop a process, consistent with the provisions in this policy, for ensuring the proper prepublication review of official NSA/CSS information intended for public release;

b. Ensure that personnel under their supervision are made aware of the requirements of this policy; and

c. Ensure that subordinates' requests for management review and approval of official NSA/CSS information intended for public release pursuant to [paragraph 5.b](#) are completed in a timely manner.

16. The Security and Counterintelligence Group (A5) shall:

a. Ensure that, during initial indoctrination, all affiliates are informed of their lifelong responsibility to safeguard NSA/CSS protected information and of the procedures for prepublication review;

b. Ensure that all affiliates are reminded of their lifetime prepublication review responsibilities prior to signing their security debriefing forms at the end of their affiliation with the Agency; and

c. Via SSOs, provide OPSEC guidance to current affiliates regarding the possible consequences of publicly disclosing their NSA/CSS affiliation when preparing official NSA/CSS information for public release in either an official or private capacity.

17. The Office of General Counsel (OGC) shall:

a. Provide legal advice to a Prepublication Review Authority when material intended for public release contains any information in which NSA/CSS may have intellectual property rights and may file a patent application thereon;

b. Ensure, in coordination with the Business Management and Acquisition Directorate (B), that contracts contain necessary provisions to require compliance with the provisions of this policy by contractors and their employees; and

c. Provide legal advice and guidance to the Information Security and Classification Division (P131) and Chief, OIM during the appeal process, as necessary and as required.

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18. The Business Management and Acquisition Directorate (BM&A) shall ensure, in coordination with the OGC, that contracts contain necessary provisions to require compliance with the provisions of this policy by contractors and their employees.

19. The Public Affairs Office (PAO) shall, as appropriate, perform a review on all information intended for public release in an official capacity within 10 business days of receipt to ensure that information intended for public release conforms to current NSA/CSS messaging standards as determined by Strategic Communications.

20. The Chief, NSA/CSS Cover Office (X073) shall conduct name checks as requested by current affiliates preparing official NSA/CSS information for public release in either an official or private capacity in accordance with [Reference e.](#)

REFERENCES

21. References:

a. [DoDD 5230.09](#) "Clearance of DoD Information for Public Release," dated 22 August 2008.

b. [DoDD 5500.07](#), "Standards of Conduct," dated 29 November 2007.

c. [DoD 5500.7-R](#), "Joint Ethics Regulation (JER)," dated 1 August 1993.

d. [NSA/CSS Policy 10-7](#), "NSA/CSS Multimedia Information," dated 12 August 2009 and revised 1 May 2013.

e. [NSA/CSS Policy 1-18](#), "NSA/CSS Cover Program," dated 6 March 2014.

f. [NSA/CSS Policy 1-6](#), "Records Management Program," dated 19 November 2014.

g. [Executive Order 13526](#), "Classified National Security Information," dated 25 January 2010.

h. [Public Law No. 86-36](#) (codified as amended in 50 U.S.C. § 3605), "National Security Agency Act of 1959."

i. [5 U.S.C § 552](#), "Freedom of Information Act."

DEFINITIONS

22. [Affiliate](#) – A person employed by, detailed to, or assigned to NSA/CSS, including a member of the U.S. Armed Forces; an expert or consultant to NSA; an industrial or commercial contractor, licensee, certificate holder, or grantee of NSA, including all subcontractors; a personal services contractor; or any other category of person who acts for or on behalf of NSA/CSS as determined by the Director, NSA/Chief, CSS. (Source: [NSA/CSS Policy Glossary](#))

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23. Classification Advisory Officer (CAO) – An individual trained to properly apply classification rules and guidance and who assists other employees in the proper marking and protection of classified and protected information. The Information Policy and Classification Division (P131) administers the CAO Program and registers CAOs. For more information “go CAO.”

24. Logo – An unclassified graphical representation of an NSA/CSS-related special office, mission, program, or project.

25. Name Check – A review of past assignments, including assignments to other agencies and participation in educational programs, to determine the classification of an individual’s name in association with NSA/CSS ([Reference e](#)).

26. Nondisclosure Agreement (NdA) – A lifetime obligation to safeguard all protected information, to submit all information intended for publication and/or public release for prepublication review, and to report any unauthorized disclosure of protected information. NSA/CSS affiliates are legally bound and obligated by any NdAs they sign for access to NSA/CSS information. They shall not confirm or deny information about NSA/CSS that appears in the public domain without prior approval through the classification or prepublication process.

27. NSA/CSS Protected Information – Information obtained as a result of a relationship with NSA/CSS, that is:

a. Classified or in the process of a classification determination pursuant to the standards of Executive Order 13526 ([Reference g](#)), or any successor order, and implementing regulations. It includes, but is not limited to, intelligence information, sensitive compartmented information (intelligence sources and methods), and cryptologic information (information concerning information systems security and signals intelligence); or

b. Unclassified, appearing in any form or compilation, which NSA/CSS may withhold from public disclosure under authority of the National Security Agency Act of 1959 ([Reference h](#)) or by reason of being either excluded or exempted from the mandatory disclosure requirements of the Freedom of Information Act ([Reference i](#)). (Source: [NSA/CSS Policy Glossary](#))

28. Official Capacity – Acting on behalf of NSA/CSS.

29. Official NSA/CSS Information – Any NSA/CSS, DoD, or IC information that is in the custody and control of NSA/CSS and was obtained for or generated on NSA/CSS’ behalf during the course of employment or other service, whether contractual or not, with NSA/CSS.

30. Prepublication Review – The overall process to determine that information proposed for public release contains no protected information and, where applicable, is consistent with established NSA/CSS, DoD, and IC policies and programs; conforms to NSA/CSS messaging standards as determined by Strategic Communications; and, in consultation with the NSA OGC,

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Acquisition, Research, and Technology Law Practice, as appropriate, contains no information in which NSA/CSS may have intellectual property rights and may file a patent application thereon.

31. Prepublication Review Authority – Officials in organizations who are delegated the authority to make determinations on prepublication reviews. The Information Security and Classification Division (P131) serves as the corporate-level Prepublication Review Authority and as such has the authority to make a determination on any prepublication review and has sole authority for the prepublication review of personal résumés, associated cover letters, bios, and CVs. The Chief, Office of Information Management (OIM, P13) has officially delegated Prepublication Review Authority to the Research Directorate for review of RD-related, non-résumé material and/or non-résumé material submitted by RD personnel.

32. Private Capacity – Acting on behalf of oneself and not in association with NSA/CSS.

33. Public Release – The decision to give permission to retain, or to show or reveal official NSA/CSS information whether orally, in writing, or through any other medium, to one or more persons who otherwise do not have the appropriate access authorization, security clearance, and/or need to know to receive such information upon determination that the release will not harm the national security or another legitimate Government interest.

34. Senior Leader – A Defense Intelligence Senior Executive Service (DISES) employee, a Defense Intelligence Senior Level (DISL) employee, or the military equivalent of a DISES or DISL employee.

35. Unauthorized Disclosure – Absent a public release, the communication or physical transfer of protected information to one or more unauthorized recipients who do not have appropriate access authorization, security clearance, and/or need to know to receive such information.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States of America

(b) County of Residence of First Listed Plaintiff _____

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

R. Trent McCotter, Assistant United States Attorney
2100 Jamieson Ave.
Alexandria, VA 22314 (703) 299-3845

DEFENDANTS

Edward Snowden (Defendant); Macmillan Publishers Inc.; Macmillan Publishing Grp, LLC d/b/a Henry Holt and Co.; Holtzbrinck Publishers LLC c/o Hotzbrinck Publishing Holdings LP (Relief-Defendants)

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Common law cause of action brought by U.S. pursuant to 28 U.S.C. 1345

Brief description of cause:

Breach of contract and fiduciary duty by violating non-disclosure agreements entered into with U.S. Government

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

09/17/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ R. Trent McCotter

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____