



May 13, 2019

MR. JOHN GREENEWALD, JR.
SUITE 1203
27305 WEST LIVE OAK ROAD
CASTAIC, CA 91384

Request No.: 1403669-000
Subject: Records on Prepublication Review
of "A Higher Loyalty"

Dear Mr. Greenewald:

This is in response to your Freedom of Information Act (FOIA) request. Please see the selected paragraphs below for relevant information specific to your request as well as the enclosed FBI FOIPA Addendum for standard responses applicable to all requests.

Records responsive to your request have been processed. We made these records available in the FBI's electronic FOIA Library (The Vault) on the FBI's public website, <http://vault.fbi.gov>. On the right-hand side of the home page, under the heading "Vault Links" you can search for your subject alphabetically (click on "A-Z Index"), by category (click on "Categories"), or by entering text into our search engine (click on "Search Vault"). For records responsive to this request, please enter "Records on Prepublication Review of A Higher Loyalty by Former FBI Director James Comey" as the search term.

The available documents represent a final Vault posting of information responsive to your FOIPA request.

Please see the selected paragraphs below for relevant information specific to your request and the enclosed FBI FOIPA Addendum for standard responses applicable to all requests.

- ┌ Additional records potentially responsive to your subject may exist. Please inform us if you would like the FBI to conduct a search of the indices to our Central Records System.
- ┌ Additional records responsive to your request were processed but are not currently available on The Vault. Please inform us if you would like to receive these records.

Please refer to the enclosed FBI FOIPA Addendum for additional standard responses applicable to your request. The "**Standard Responses to Requests**" section of the Addendum applies to all requests. If the subject of your request is a person, the "**Standard Responses to Requests for Individuals**" section also applies. The "**General Information**" section includes useful information about FBI records. Also enclosed is our Explanation of Exemptions.

For questions regarding our determinations, visit the www.fbi.gov/foia website under "Contact Us." The FOIPA Request number listed above has been assigned to your request. Please use this number in all correspondence concerning your request.

You may file an appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, Suite 11050, 1425 New York Avenue, NW, Washington, D.C. 20530-0001, or you may submit an appeal through OIP's FOIA online portal by creating an account on the following web site: <https://www.foiaonline.gov/foiaonline/action/public/home>. Your appeal must be postmarked or electronically transmitted within ninety (90) days from the date of this letter in order to be considered timely. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal." Please cite the FOIPA Request Number assigned to your request so it may be easily identified.

You may seek dispute resolution services by contacting the Office of Government Information

Services (OGIS) at 877-684-6448, or by emailing ogis@nara.gov. Alternatively, you may contact the FBI's FOIA Public Liaison by emailing foipaquestions@fbi.gov. If you submit your dispute resolution correspondence by email, the subject heading should clearly state "Dispute Resolution Services." Please also cite the FOIPA Request Number assigned to your request so it may be easily identified.

Enclosed for your information is a copy of the Explanation of Exemptions.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Hardy", with a stylized flourish at the end.

David M. Hardy
Section Chief,
Record/Information
Dissemination Section
Information Management Division

Enclosure(s)

FBI FOIPA Addendum

As referenced in our letter, the FBI FOIPA Addendum includes information applicable to your request. Part 1 of the Addendum includes standard responses that apply to all requests. If you submitted a request regarding yourself or another person, Part 2 includes additional standard responses that apply to requests for individuals. If you have questions regarding the standard responses in Parts 1 or 2, visit the www.fbi.gov/foia website under "Contact Us." Previously mentioned appeal and dispute resolution services are also available. Part 3 includes general information about FBI records that you may find useful.

Part 1: Standard Responses to All Requests: See Below for all Requests

- (i) **5 U.S.C. § 552(c).** Congress excluded three categories of law enforcement and national security records from the requirements of the Freedom of Information Act (FOIA). See 5 U.S.C. § 552(c) (2006 & Supp. IV (2010)). FBI responses are limited to those records subject to the requirements of the FOIA. Additional information about the FBI and the FOIPA can be found on the fbi.gov website.
- (ii) **National Security/Intelligence Records.** The FBI can neither confirm nor deny the existence of national security and foreign intelligence records pursuant to FOIA exemptions (b)(1) and (b)(3) and PA exemption (j)(2) as applicable to requests for records about individuals [5 U.S.C. §§ 552/552a (b)(1), (b)(3), and (j)(2); 50 U.S.C. § 3024(i)(1)]. The mere acknowledgment of the existence or nonexistence of such records is itself a classified fact protected by FOIA exemption (b)(1) and/or would reveal intelligence sources, methods, or activities protected by exemption (b)(3); 50 USC § 3024(i)(1). This is a standard response and should not be read to indicate that national security or foreign intelligence records do or do not exist.

Part 2: Standard Responses to Requests for Individuals: See Below for all Requests for Individuals

- (i) **Requests for Records about any Individual—Watch Lists.** The FBI can neither confirm nor deny the existence of any individual's name on a watch list pursuant to FOIA exemption (b)(7)(E) and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(7)(E), (j)(2)]. This is a standard response and should not be read to indicate that watch list records do or do not exist.
- (ii) **Requests for Records for Incarcerated Individuals.** The FBI can neither confirm nor deny the existence of records which could reasonably be expected to endanger the life or physical safety of any incarcerated individual pursuant to FOIA exemptions (b)(7)(E) and (b)(7)(F) and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(7)(E), (b)(7)(F), and (j)(2)]. This is a standard response and should not be read to indicate that such records do or do not exist.

Part 3: General Information:

- (i) **Record Searches.** The Record/Information Dissemination Section (RIDS) searches for reasonably described records by searching those systems or locations where responsive records would reasonably be found. Most requests are satisfied by searching the Central Record System (CRS), an extensive system of records consisting of applicant, investigative, intelligence, personnel, administrative, and general files compiled and maintained by the FBI in the course of fulfilling its dual law enforcement and intelligence mission as well as the performance of agency administrative and personnel functions. The CRS spans the entire FBI organization and encompasses the records of FBI Headquarters ("FBIHQ"), FBI Field Offices, and FBI Legal Attaché Offices ("Legats") worldwide. A CRS search includes Electronic Surveillance (ELSUR) records.
- (ii) **FBI Records**
Founded in 1908, the FBI carries out a dual law enforcement and national security mission. As part of this dual mission, the FBI creates and maintains records on various subjects; however, the FBI does not maintain records on every person, subject, or entity.
- (iii) **Requests for Criminal History Records or "Rap Sheets."** The Criminal Justice Information Services (CJIS) Division provides Identity History Summary Checks—often referred to as a criminal history record or "rap sheets." These criminal history records are not the same as material in an investigative "FBI file." An Identity History Summary Check is a listing of information taken from fingerprint cards and documents submitted to the FBI in connection with arrests, federal employment, naturalization, or military service. For a fee, individuals can request a copy of their Identity History Summary Check. Forms and directions can be accessed at www.fbi.gov/about-us/cjis/identity-history-summary-checks. Additionally, requests can be submitted electronically at www.edo.cjis.gov. For additional information, please contact CJIS directly at (304) 625-5590.
- (iv) **The National Name Check Program (NNCP).** The mission of NNCP is to analyze and report information in response to name check requests received from federal agencies, for the purpose of protecting the United States from foreign and domestic threats to national security. Please be advised that this is a service provided to other federal agencies. Private citizens cannot request a name check.

EXPLANATION OF EXEMPTIONS

SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552

- (b)(1) (A) specifically authorized under criteria established by an Executive order to be kept secret in the interest of national defense or foreign policy and (B) are in fact properly classified to such Executive order;
- (b)(2) related solely to the internal personnel rules and practices of an agency;
- (b)(3) specifically exempted from disclosure by statute (other than section 552b of this title), provided that such statute (A) requires that the matters be withheld from the public in such a manner as to leave no discretion on issue, or (B) establishes particular criteria for withholding or refers to particular types of matters to be withheld;
- (b)(4) trade secrets and commercial or financial information obtained from a person and privileged or confidential;
- (b)(5) inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency;
- (b)(6) personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;
- (b)(7) records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information (A) could reasonably be expected to interfere with enforcement proceedings, (B) would deprive a person of a right to a fair trial or an impartial adjudication, (C) could reasonably be expected to constitute an unwarranted invasion of personal privacy, (D) could reasonably be expected to disclose the identity of confidential source, including a State, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source, (E) would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law, or (F) could reasonably be expected to endanger the life or physical safety of any individual;
- (b)(8) contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of an agency responsible for the regulation or supervision of financial institutions; or
- (b)(9) geological and geophysical information and data, including maps, concerning wells.

SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a

- (d)(5) information compiled in reasonable anticipation of a civil action proceeding;
- (j)(2) material reporting investigative efforts pertaining to the enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminals;
- (k)(1) information which is currently and properly classified pursuant to an Executive order in the interest of the national defense or foreign policy, for example, information involving intelligence sources or methods;
- (k)(2) investigatory material compiled for law enforcement purposes, other than criminal, which did not result in loss of a right, benefit or privilege under Federal programs, or which would identify a source who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(3) material maintained in connection with providing protective services to the President of the United States or any other individual pursuant to the authority of Title 18, United States Code, Section 3056;
- (k)(4) required by statute to be maintained and used solely as statistical records;
- (k)(5) investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment or for access to classified information, the disclosure of which would reveal the identity of the person who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(6) testing or examination material used to determine individual qualifications for appointment or promotion in Federal Government service the release of which would compromise the testing or examination process;
- (k)(7) material used to determine potential for promotion in the armed services, the disclosure of which would reveal the identity of the person who furnished the material pursuant to a promise that his/her identity would be held in confidence.

This document is made available through the declassification efforts
and research of John Greenewald, Jr., creator of:

The Black Vault



The Black Vault is the largest online Freedom of Information Act (FOIA)
document clearinghouse in the world. The research efforts here are
responsible for the declassification of hundreds of thousands of pages
released by the U.S. Government & Military.

Discover the Truth at: <http://www.theblackvault.com>

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1403515-0

Total Deleted Page(s) = 261

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From: [redacted]
Sent: Thursday, October 19, 2017 4:59 PM
To: Hardy, David M. (RMD) (FBI); Kelley, Patrick W. (DO) (FBI)
Subject: Re: Pre-pub review

Thanks guys.

On Thu, Oct 19, 2017 at 8:16 AM Kelley, Patrick W. (DO) (FBI) <pwkelley@fbi.gov> wrote:

Dave: Please "meet" [redacted] Former Director James Comey. Director Comey is writing a book which he expects to submit for pre-publication in the not-too-distant future. I told him that you were in charge of that process and would be happy to work with him.

b6
b7C

Sir: "Meet" Dave Hardy, who heads up the Records Management Division's "Record/Information Dissemination Section" (RIDS), which is the section that handles pre-publication review.

Please let me know if I may be of further assistance.

[redacted]

b6
b7C

From: [redacted]
Sent: Saturday, October 21, 2017 10:49 AM
To: Hardy, David M. (RMD) (FBI)
Subject: Re: Pre-pub review

Copy

On Sat, Oct 21, 2017 at 9:04 AM Hardy, David M. (RMD) (FBI) <[redacted]@fbi.gov> wrote:

Thank you, we understand you concerns and will for now work off the single copy. [redacted]

[redacted]

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will be assisted by [redacted] and [redacted] our National Security Unit Chief. In all we will be very discreet as to who knows we're working on the project, I have told AD Rees your manuscript is in bound and will tell him we have it...but nothing beyond that.

Dave

----- Original message -----

From: [redacted]
Date: 10/20/17 8:34 PM (GMT-05:00)
To: "Hardy, David M. (RMD) (FBI)" <[redacted]@fbi.gov>, "Kelley, Patrick W. (DO) (FBI)" <pwkelley@fbi.gov>
Subject: Re: Pre-pub review

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Dave:

Here is the draft. [redacted]

[redacted]

b5

[redacted]

[Redacted]

b5

[Redacted]

b5

You can always reach me by this email or at my personal cell [Redacted]
[Redacted]

b6
b7C

Jim Comey

On Thu, Oct 19, 2017 at 8:43 PM, Hardy, David M. (RMD) (FBI) <[Redacted]@fbi.gov> wrote:
We'll be on it.

b7E

----- Original message -----

From: [Redacted]
Date: 10/19/17 6:32 PM (GMT-05:00)
To: "Hardy, David M. (RMD) (FBI)" <[Redacted]@fbi.gov>, "Kelley, Patrick W. (DO) (FBI)" <pwkelley@fbi.gov>
Subject: Re: Pre-pub review

b6
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b7E

Great. I will try to send you all of it next week [Redacted]
[Redacted]

b5

On Thu, Oct 19, 2017 at 5:30 PM Hardy, David M. (RMD) (FBI) <[Redacted]@fbi.gov> wrote:

b7E

Sir,

It's an honor to be working with you.

Some quick points [REDACTED]

You do not have to wait until you have a "final" draft so long as the substance doesn't change. We will review expeditiously [REDACTED]

[REDACTED] Please let us know if you have a "hard date" to submit the manuscript to your publisher.

You may use this email address to forward your manuscript. Please let me know if I can answer any questions.

Very respectfully,

david

From: Kelley, Patrick W. (DO) (FBI)

Sent: Thursday, October 19, 2017 8:17 AM

To: [REDACTED]; Hardy, David M. (RMD) (FBI)
[REDACTED]@fbi.gov>

Subject: Pre-pub review

Dave: Please "meet" [REDACTED] Former Director James Comey. Director Comey is writing a book which he expects to submit for pre-publication in the not-too-distant future. I told him that you were in charge of that process and would be happy to work with him.

Sir: "Meet" Dave Hardy, who heads up the Records Management Division's "Record/Information Dissemination Section" (RIDS), which is the section that handles pre-publication review.

b5

b5

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b7C
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b6
b7C

Please let me know if I may be of further assistance.

[redacted]

b6
b7C

From: [redacted]
Sent: Monday, October 23, 2017 2:53 PM
To: Hardy, David M. (RMD) (FBI); Kelley, Patrick W. (DO) (FBI)
Subject: Re: Pre-pub review

Thanks. Makes sense.

On Mon, Oct 23, 2017 at 1:14 PM Kelley, Patrick W. (DO) (FBI) <pwkelley@fbi.gov> wrote:

Sir: Since I'm not part of the pre-pub process and because your draft is proprietary information, I'm going to delete it without opening it to minimize the number of copies in FBI systems. Dave will touch base with me if he encounters any issues that are in my lane. Take care.

From: [redacted]
Sent: Friday, October 20, 2017 8:33 PM
To: Hardy, David M. (RMD) (FBI) <[\[redacted\]@fbi.gov](mailto:[redacted]@fbi.gov)>; Kelley, Patrick W. (DO) (FBI) <pwkelley@fbi.gov>
Subject: Re: Pre-pub review

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b7C
b7E

Dave:

Here is the draft. [redacted]

[redacted]

b5

[redacted]

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[Redacted]

b5

[Redacted]

b5

You can always reach me by this email or at my personal cell, [Redacted]
[Redacted]

b6
b7C

Jim Comey

On Thu, Oct 19, 2017 at 8:43 PM, Hardy, David M. (RMD) (FBI) <[Redacted]@fbi.gov> wrote:

b7E

We'll be on it.

----- Original message -----

From: [Redacted]

b6
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Date: 10/19/17 6:22 PM (GMT-05:00)

Date: 10/19/17 6:52 PM (GMT-05:00)

To: "Hardy, David M. (RMD) (FBI)" <[redacted]@fbi.gov>, "Kelley, Patrick W. (DO) (FBI)" <pwkelley@fbi.gov>

b7E

Subject: Re: Pre-pub review

Great. I will try to send you all of it next week. [redacted]

b5

On Thu, Oct 19, 2017 at 5:30 PM Hardy, David M. (RMD) (FBI) <[redacted]@fbi.gov> wrote:

b7E

Sir,

It's an honor to be working with you.

Some quick points [redacted]

b5

You do not have to wait until you have a "final" draft so long as the substance doesn't change. We will review expeditiously [redacted]

b5

[redacted] Please let us know if you have a "hard date" to submit the manuscript to your publisher.

You may use this email address to forward your manuscript. Please let me know if I can answer any questions.

Very respectfully,

david

From: Kelley, Patrick W. (DO) (FBI)

Sent: Thursday, October 19, 2017 8:17 AM

To: [REDACTED] Hardy, David M. (RMD) (FBI)

[REDACTED]@fbi.gov>

Subject: Pre-pub review

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Dave: Please "meet" [REDACTED] Former Director James Comey. Director Comey is writing a book which he expects to submit for pre-publication in the not-too-distant future. I told him that you were in charge of that process and would be happy to work with him.

b6
b7C

Sir: "Meet" Dave Hardy, who heads up the Records Management Division's "Record/Information Dissemination Section" (RIDS), which is the section that handles pre-publication review.

Please let me know if I may be of further assistance.

[redacted]

b6
b7C

From: [redacted]
Sent: Tuesday, October 31, 2017 2:25 PM
To: Hardy, David M. (RMD) (FBI)
Subject: Re: Pre-pub review

Sure. Call my cell when you are free. [redacted]

b6
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On Tue, Oct 31, 2017 at 1:51 PM Hardy, David M. (RMD) (FBI) <[redacted]@fbi.gov> wrote:

Sir,

Could we discuss sometime between 3:00 and 4:00 today?

Thanks!

david

From: [redacted]

Sent: Friday, October 20, 2017 8:33 PM

To: Hardy, David M. (RMD) (FBI) <[redacted]@fbi.gov>; Kelley, Patrick W. (DO) (FBI) <pwkelley@fbi.gov>

Subject: Re: Pre-pub review

b6
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Dave:

Here is the draft. [redacted]

b5

[redacted]



b5



b5

You can always reach me by this email or at my personal cell,

b6
b7C

Jim Comey

On Thu, Oct 19, 2017 at 8:43 PM, Hardy, David M. (RMD) (FBI) <@fbi.gov> wrote:

b7E

We'll be on it.

----- Original message -----

From: [REDACTED]

Date: 10/19/17 6:32 PM (GMT-05:00)

To: "Hardy, David M. (RMD) (FBI)" <[REDACTED]@fbi.gov>, "Kelley, Patrick W. (DO) (FBI)" <pwkelley@fbi.gov>

Subject: Re: Pre-pub review

Great. I will try to send you all of it next week. [REDACTED]

On Thu, Oct 19, 2017 at 5:30 PM Hardy, David M. (RMD) (FBI) <[REDACTED]@fbi.gov> wrote:

Sir,

It's an honor to be working with you.

Some quick points [REDACTED]

You do not have to wait until you have a "final" draft so long as the substance doesn't change. We will review expeditiously [REDACTED]
[REDACTED] Please let us know if you have a "hard date" to submit the manuscript to your publisher.

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b5

b7E

b5

b5

You may use this email address to forward your manuscript. Please let me know if I can answer any questions.

Very respectfully,

david

From: Kelley, Patrick W. (DO) (FBI)

Sent: Thursday, October 19, 2017 8:17 AM

To: [REDACTED] Hardy, David M. (RMD) (FBI)

[REDACTED]@fbi.gov>

Subject: Pre-pub review

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Dave: Please "meet" [REDACTED] Former Director James Comey. Director Comey is writing a book which he expects to submit for pre-publication in the not-too-distant future. I told him that you were in charge of that process and would be happy to work with him.

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b7C

Sir: "Meet" Dave Hardy, who heads up the Records Management Division's "Record/Information Dissemination Section" (RIDS), which is the section that handles pre-publication review.

Please let me know if I may be of further assistance.

Hardy, David M. (RMD) (FBI)

From: Hardy, David M. (RMD) (FBI)
Sent: Wednesday, December 06, 2017 2:49 PM
To: [redacted]
Subject: Re: On track?

b6
b7C

Yes, I'll call at 3:30.

----- Original message -----

From: [redacted]
Date: 12/6/17 2:20 PM (GMT-05:00)
To: "Hardy, David M. (RMD) (FBI)" <[redacted]@fbi.gov>
Subject: Re: On track?

b6
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Could you do it at 3:30? I have a call at 4:30.

On Wed, Dec 6, 2017 at 2:10 PM Hardy, David M. (RMD) (FBI) <[redacted]@fbi.gov> wrote:

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b7E

Thank you very much for the sentiment. I propose 4:00 EST. That work? [redacted]

[redacted]
david

----- Original message -----

From: [redacted]
Date: 12/5/17 7:42 PM (GMT-05:00)
To: "Hardy, David M. (RMD) (FBI)" <[redacted]@fbi.gov>
Subject: Re: On track?

b6
b7C
b7E

Of course. [redacted] Just tell me what time works Thursday.

b6
b7C
b7E

On Tue, Dec 5, 2017 at 7:12 PM Hardy, David M. (RMD) (FBI) <[redacted]@fbi.gov> wrote:

Sir,

We've collected the responses from the various SMEs. [redacted]

b6
b7C

[redacted] so I'd like to put it all together on Thursday. [redacted]

b5
b6
b7C

[redacted] Are you available Thursday afternoon to discuss?

Thank you,

david

From: [redacted]

Sent: Thursday, November 30, 2017 4:16 PM

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b7E

To: Hardy, David M. (RMD) (FBI) <[redacted]@fbi.gov>

Subject: Re: On track?

Thanks Dave.

On Thu, Nov 30, 2017 at 4:11 PM Hardy, David M. (RMD) (FBI) <[redacted]@fbi.gov> wrote:

b7E

Sir,

We're hoping for tomorrow to have all the internal responses in.

david

----- Original message -----

From:

[REDACTED]

Date: 11/30/17 4:05 PM (GMT-05:00)

To: "Hardy, David M. (RMD) (FBI)" <[REDACTED]@fbi.gov>

Subject: On track?

Dave:

I haven't heard from you folks so I assume you are on track to finish by next Wednesday. Call me if you need anything.

All the best,

Jim Comey

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b7E

Hardy, David M. (RMD) (FBI)

From: Hardy, David M. (RMD) (FBI)
Sent: Thursday, December 07, 2017 7:36 PM
To: [redacted]
Subject: Re: Manuscript

Thank you, will get back to you tomorrow.

[redacted]

b5

david

----- Original message -----

From: [redacted]
Date: 12/7/17 6:20 PM (GMT-05:00)
To: "Hardy, David M. (RMD) (FBI)" [redacted]@fbi.gov>
Cc: [redacted] (RMD) (FBI)" [redacted]@fbi.gov>
Subject: Re: Manuscript

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b7E

Dave:

[redacted]

b5

I appreciate your professionalism.

JBC

On Thu, Dec 7, 2017 at 11:39 AM, Hardy, David M. (RMD) (FBI) <[redacted]@fbi.gov> wrote:

b7E

Sir,

b5

david

[redacted] (RMD) (FBI)

b6
b7C

From: [redacted] (RMD) (FBI)
Sent: Friday, December 15, 2017 4:12 PM
To: [redacted] (RMD) (FBI)
Subject: Fwd: Mailing address

----- Original message -----

From: [redacted]
Date: 12/15/17 3:26 PM (GMT-05:00)
To: [redacted] (RMD) (FBI)" [redacted]@fbi.gov>
Subject: Re: Mailing address

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b7E

[redacted]

Many thanks.

On Fri, Dec 15, 2017 at 1:39 PM [redacted] (RMD) (FBI) [redacted]@fbi.gov> wrote:

Good afternoon,

We are preparing your prepublication letter - please send us your mailing address.

Thank you,

[redacted]

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U.S. Department of Justice

Federal Bureau of Investigation

Records Management Division
Winchester, VA 22602-4843

December 15, 2017

Director James Comey



b6
b7C

Re: Manuscript

Dear Director Comey,

This letter is in response to your request of October 23, 2017, for review of the above referenced manuscript for publication pursuant to the Federal Bureau of Investigation's (FBI) Prepublication Review Policy (PRP) and Prepublication Review Policy Guide (0792PG).

Your submission was reviewed pursuant to the terms of the PRP and we concluded that none of the FBI information presented falls within a restricted area of disclosure. Therefore, there is no objection to the publication of your manuscript, as presented. This approval is contingent upon the changes you agreed to make in our e-mail correspondence and telephone conversations. Please forward for our records a copy of your final manuscript incorporating the required changes.

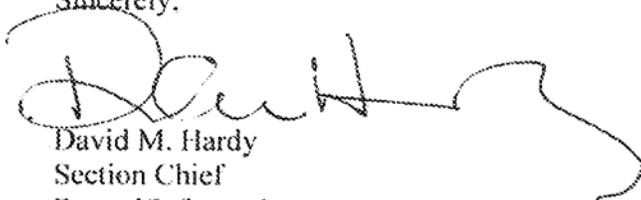
This prepublication review addressed FBI information. You are responsible for complying with any prepublication requirements of other federal entities.

You may include your past FBI employment as part of your biographical data, providing that the FBI is given no more emphasis than other similar biographical information. In addition, please incorporate a disclaimer advising readers that the opinions expressed in the manuscript are yours and not those of the FBI.

Should you have any questions, please do not hesitate to contact [redacted] or via e-mail at [redacted]. Thank you for your participation in the FBI's prepublication review process.

b6
b7C
b7E

Sincerely,



David M. Hardy
Section Chief
Record/Information
Dissemination Section

[redacted] (RMD) (FBI)

From: [redacted]
Sent: Friday, December 15, 2017 5:19 PM
To: [redacted] (RMD) (FBI)
Cc: [redacted] (RMD) (FBI); Hardy, David M. (RMD) (FBI)
Subject: Re: Prepublication Approval

b6
b7C

Great, thank you so much.

On Fri, Dec 15, 2017 at 5:09 PM [redacted] (RMD) (FBI) [redacted]@fbi.gov> wrote:
Good evening Director Comey,

b6
b7C
b7E

Attached is the prepublication approval letter. I also sent you a hard copy in the mail. Thank you for your patience during the review.

Have a great holiday.

[redacted]

b6
b7C

[redacted] (RMD) (FBI)

From: [redacted]
Sent: Friday, December 15, 2017 5:19 PM
To: [redacted] (RMD) (FBI)
Cc: [redacted] (RMD) (FBI); Hardy, David M. (RMD) (FBI)
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Have a great holiday.

[redacted]

b6
b7C

[redacted]

From: [redacted]
Sent: Friday, December 15, 2017 5:19 PM
To: [redacted] (RMD) (FBI)
Cc: [redacted] (RMD) (FBI); Hardy, David M. (RMD) (FBI)
Subject: Re: Prepublication Approval

b6
b7C

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b6
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b7E

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Attached is the prepublication approval letter. I also sent you a hard copy in the mail. Thank you for your patience during the review.

Have a great holiday.

[redacted]

b6
b7C



U.S. Department of Justice

Federal Bureau of Investigation

Records Management Division

Winchester, VA 22602-4843

March 29, 2018

Director James Comey



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b7C

Re: Speaking Engagements

Dear Director Comey,

This letter provides guidance and approval to future speaking engagements, pursuant to the Federal Bureau of Investigation's (FBI) Prepublication Review Policy (PRP) and Prepublication Review Policy Guide (0792PG).

Your request to participate is approved, subject to the following: Any discussion of matters concerning your official duties with the FBI may not involve pending cases, grand jury, classified, and other information, the disclosure of which could violate criminal laws or Department of Justice or FBI policy. In addition, please be advised that this approval should not be construed to permit the disclosure of:

- A. Information protected from agency disclosure by the Privacy Act;
- B. Information that is classified or the disclosure of which could otherwise harm national security;
- C. Information that reveals sensitive law enforcement, intelligence, or counterintelligence techniques, sources or methods; or that reveals the sensitive, confidential or proprietary techniques, sources, or methods of other agencies or entities;
- D. Information that would reveal grand jury material protected from disclosure by Rule 6(e) of the Federal Rules of Criminal Procedure;
- E. Information that would reveal the identity of a confidential source or informant;
- F. Information that relates to any sensitive operational details or the substantive merits of any ongoing or open investigation, inquest, probe, prosecution, appeal, or case;

- G. Information that consists of the proprietary information of another, including trading secrets;
- H. Information pertaining to wiretaps or intercepts protected or regulated by Title III (Title 18, U.S.C., Sections 2510-2520);
- I. Information pertaining to currency transaction reports regulated or protected by Title 31, U.S.C., Section 5319;
- J. Tax return information regulated or protected by Title 26, U.S.C., Section 6103;
- K. Information pertaining to contractor bids or proposals or source-selection information before the award of the procurement contract to which the information relates;
- L. Information protected from disclosure by any other federal statute or regulation;
- M. Information exempt from disclosure under the Freedom of Information Act (Title 5, U.S. C., Section 552) unless the material is clearly already in the public domain (MAOP, Part I, 1-24 (5)(a)(1)).

Also, please provide a clear statement in your speech that the views expressed are yours and not those of the FBI.

Should you have any questions, please do not hesitate to contact [redacted] or via e-mail at [redacted]. Thank you for your participation in the FBI's republication review process.

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b7C
b7E

Sincerely,



David M. Hardy
Section Chief
Record/Information
Dissemination Section

[redacted] (RMD) (FBI)

From: [redacted]
Sent: Friday, March 30, 2018 11:05 AM
To: [redacted] (RMD) (FBI)
Cc: [redacted] (RMD) (FBI); Hardy, David M. (RMD) (FBI)
Subject: Re: Future Speaking Engagements

b6
b7C

Thanks for this. My public speaking will focus on leadership and steer well wide of any of these areas, but I appreciate the reminder. I will send you a copy of the book for your records.

All the best to you and all my former colleagues,

Jim Comey

On Thu, Mar 29, 2018 at 9:48 PM [redacted] (RMD) (FBI) <[redacted]@fbi.gov> wrote:

b6
b7C
b7E

Good afternoon Director Comey,

The attached letter provides guidance and approval to future speaking engagements. I have also sent you a hard copy in the mail.

At your earliest convenience, please provide a final draft of the manuscript previously submitted to the FBI.

Best of luck with your future endeavors.

[redacted]

b6
b7C

[redacted] (RMD) (FBI)

From: [redacted]
Sent: Friday, March 30, 2018 11:05 AM
To: [redacted] (RMD) (FBI)
Cc: [redacted] (RMD) (FBI); Hardy, David M. (RMD) (FBI)
Subject: Re: Future Speaking Engagements

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b6
b7C

[redacted]

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Best of luck with your future endeavors.

[redacted]

DOE F 5631.29
(04/16)
All Other Editions are Obsolete

U.S. Department of Energy
SECURITY TERMINATION STATEMENT

OMB Control No.
1910-1800
OMB Disclosure Statement
On Reverse Side

Full Name (Print - Last, First Middle): Social Security Number:

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Employer Associated with Security Termination: Facility/Installation Where Security Terminated:

Reason for Security Termination:

Date of Security Termination: DOE Clearance Number (if known):

Present/Future Residence: Name and Address of Future Employer (if known):

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Remarks:

Purpose. This form is to be completed when an individual's DOE access authorization/security clearance is terminated or administratively withdrawn, in accordance with DOE O 472.2, "Personnel Security," and DOE O 470.4B, "Safeguards and Security," or successor directives. Termination will be recorded in personnel security files/databases. Document any variations in Remarks section, above.

I hereby make the following statement in connection with the forthcoming termination of my access authorization/security clearance granted by the U.S. Department of Energy (DOE):

- In accordance with DOE security regulations, I have destroyed or transferred to persons designated by the DOE all classified and applicable unclassified controlled documents, matter and material for which I was charged or which I had in my possession.
- I have returned to a DOE official or person acting for the DOE all security badges, credentials, or other identification or access media issued to me by the DOE or its contractors.
- I will not reveal to any person any Restricted Data, Formerly Restricted Data, or other classified information or unclassified controlled information relating to national defense of which I have gained knowledge except as authorized by law, regulations of the DOE, or in writing by officials of the DOE empowered to grant permission for such disclosure.
- I will immediately report to the Federal Bureau of Investigation (FBI) any attempt by an unauthorized individual to acquire from me classified information or unclassified controlled information relating to national defense.
- I am aware that the Atomic Energy Act of 1954 and/or U.S. Code, Title 18 "Crimes and Criminal Procedures," prescribe penalties for unauthorized disclosure, via any means, of Restricted Data, Formerly Restricted Data, other classified information, and unclassified controlled information relating to the national defense. I am further aware that I may be subject to criminal penalties if I have made any statement of material facts knowing that such statement is false or if I willfully conceal any material fact.

(Signature of Debriefing Official)

(Signature of Person Whose Access Authorization/ Security Clearance is Being Terminated)

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(Title of Debriefing Official)

OFFICIAL USE ONLY
May be exempt from public release under the Freedom of Information Act (5 U.S.C. 552) Exemption (b)(6) Personal Privacy. Department of Energy review required before public release.

Name/Org: Date:

Guidance:

See Reverse for Privacy Act Statement
OFFICIAL USE ONLY
(When shaded area filled in)

SENSITIVE INFORMATION NONDISCLOSURE AGREEMENT

**An Agreement between James B Comey
and the Federal Bureau of Investigation (FBI) regarding the following activities:**

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to sensitive information from FBI investigations as required to perform my duties. As used in this Agreement, sensitive information is marked or unmarked information, including, but not limited to, oral communications, the disclosure of which may compromise, jeopardize or subvert any investigation. Sensitive information also includes information relating to closed investigations, the disclosure of which might compromise, jeopardize or subvert other law enforcement activities or investigations. I understand and accept that by being granted access to this sensitive information, special confidence and trust shall be placed in me by the FBI.

2. I hereby acknowledge that I have received an indoctrination concerning the nature and protection of sensitive information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of sensitive information may cause irreparable damage to FBI investigations and that I will never divulge sensitive information to anyone unless (a) I have officially verified that the recipient has been properly authorized by the FBI to receive it; or (b) I have been given prior written notice of authorization from the FBI that such disclosure is permitted. I understand that if I am uncertain as to the sensitive nature or status of information, I am required to confirm from an authorized official that the information may be disclosed prior to disclosure of this information.

4. I have been advised that any breach of this Agreement may result in the termination of my relationship with the FBI. In addition, I have been advised that any unauthorized disclosure of information by me may constitute a violation or violations of United States criminal laws, including Title 18, United States Code, or may lead to criminal prosecution for obstruction of lawful government functions. I realize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I understand that all sensitive information to which I have access or may obtain access by signing this agreement is now and will remain the property of, or in the control of the FBI unless otherwise determined by an authorized official or final ruling in a court of law. I agree that I shall return all sensitive materials which have or may come into my possession, or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; or (b) upon the conclusion of my relationship with the FBI, whichever occurs first.

6. I understand that these restrictions are consistent with and do not supersede, conflict with, or otherwise alter my obligations, rights, or liabilities created by Executive Order No. 13526; Section 7211 of Title 5, U.S.C. (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 of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the FBI Whistleblower Protection Act (5 U.S.C. 2303, 28 C.F.R. Part 27) (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 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 U.S.C. 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. I further understand, however, that any such information that is disclosed pursuant to applicable federal law continues to be subject to this agreement for all other purposes, and disclosure to the appropriate entities provided by federal law does not constitute public disclosure or declassification, if applicable, of such information.

7. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or

safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

8. Unless and until I am released in writing by an authorized representative of the FBI. I understand that all conditions and obligations imposed upon me by the Agreement apply during the time I am granted access to the sensitive information and at all times thereafter.

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

10. 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 hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive information not consistent with the terms of this Agreement.

11. I have read this Agreement carefully and my questions, if any, have been answered.

Signature _____ Date _____

Organization (if contractor, provide name and address):

The briefing and execution of this Agreement was witnessed by _____
(Type or Print Name)

Signature _____ Date _____

SECURITY DEBRIEFING ACKNOWLEDGMENT

I reaffirm that the provisions of the Federal criminal laws applicable to the safeguarding of sensitive information have been made available to me; that I have returned all sensitive information in my custody; that I will not communicate or transmit sensitive information to any unauthorized person or organization; that I will promptly report to the FBI any attempt by an unauthorized person to solicit sensitive information, and that I have received a debriefing regarding the security of sensitive information.

Signature [Handwritten Signature] Date 12/13/13

Name of Witness (Type or Print) _____

Signature of Witness _____ Date 12/13/13

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FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1403515-0

Total Deleted Page(s) = 7

- Page 3 ~ Duplicate;
- Page 7 ~ Duplicate;
- Page 12 ~ Duplicate;
- Page 16 ~ Duplicate;
- Page 19 ~ Duplicate;
- Page 21 ~ Duplicate;
- Page 23 ~ Duplicate;

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X Deleted Page(s) X  
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(U) SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement between James B Comey and the United States.
(Name - Printed or Typed)

1. (U) Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or is in process of a classification determination under the standards of Executive Order 13526 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government.

2. (U) I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this agreement continue to exist whether or not I am required to sign such subsequent agreements.

3. (U) I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be, or related to or derived from SCI, is considered by such Department or Agency to be SCI. I further understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized fashion.

4. (U) In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, that I contemplate disclosing to any person not authorized to have access to SCI or that I have prepared for public disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to SCI. I further agree that I will not disclose the contents of such preparation with, or show it to, anyone who is not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.

5. (U) I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

6. (U) I have been advised that any breach of this Agreement may result in my termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. (U) I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorney's fees incurred by the United States Government may be assessed against me if I lose such action.

8. (U) I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code.

9. (U) Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed on me by this Agreement apply during the time I am granted access to SCI, and at all times thereafter.

10. (U) Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns SCI and does not set forth such other

[Redacted]

Apply appropriate classification level and any control markings (if applicable) when filled in.

conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. (U) I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 13526, as amended, so that I may read them at this time, if I so choose.

12. (U) I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

13. (U) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

14. (U) These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 13526; or any successor thereto, Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public 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), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community; and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the CIA Act of 1949 (50 U.S.C. 403q(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Control 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.

15. (U) This Agreement shall be interpreted under and in conformance with the law of the United States.

16. (U) I make this Agreement without any mental reservation or purpose of evasion.

[Signature]
Signature

12/13/17
Date

The execution of this Agreement was witnessed by [Redacted] and [Redacted] on behalf of the United States Government as a prior condition of access to Sensitive Compartment Information.

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WITNESS and ACCEPTANCE:

[Redacted Signature]

12/13/17
Date

SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]

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(Special Access Programs by Initials Only)

SSN (See Notice Below)

Printed or Typed Name

Organization

BRIEF

Date

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

Signature of Individual Briefed

DEBRIEF

Date

Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):

Signature of Individual Briefed

I certify that the briefing

date was in accordance with relevant SCI

Signature

SSN (See notice below)

Printed or Typed Name

Organization (Name and Address)

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

[Redacted]

Apply appropriate classification level and any control markings (if applicable) when filled in.

conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. (U) I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 13526, as amended, so that I may read them at this time, if I so choose.

12. (U) I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

13. (U) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

14. (U) These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 13526; or any successor thereto, Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public 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), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community; and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the CIA Act of 1949 (50 U.S.C. 403q(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Control 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.

15. (U) This Agreement shall be interpreted under and in conformance with the law of the United States.

16. (U) I make this Agreement without any mental reservation or purpose of evasion.

James B. Conroy
Signature

12/13/17
Date

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

WITNESS and ACCEPTANCE:

[Redacted]
[Redacted]

12/13/17
Date

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SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]
[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]

(Special Access Programs by Initials Only)

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SSN (See Notice Below)

Printed or Typed Name

Organization

BRIEF

Date

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

DEBRIEF

Date 12/13/17

Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):

James B. Conroy
Signature of Individual Briefed

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I certify that the

date was in accordance with relevant SCI procedures.

[Redacted]

SSN (See notice below)

Printed or Typed Name

Organization (Name and Address)

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

UNCLASSIFIED

Apply appropriate classification level and any control markings (if applicable) when filled in.



(U) SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement between

JAMES B. COMEY

and the United States.

(Name - Printed or Typed)

1. (U) Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or is in process of a classification determination under the standards of Executive Order 13526 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government.
2. (U) I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this agreement continue to exist whether or not I am required to sign such subsequent agreements.
3. (U) I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be, or related to or derived from SCI, is considered by such Department or Agency to be SCI. I further understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized fashion.
4. (U) In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, that I contemplate disclosing to any person not authorized to have access to SCI or that I have prepared for public disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to SCI. I further agree that I will not disclose the contents of such preparation with, or show it to, anyone who is not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.
5. (U) I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.
6. (U) I have been advised that any breach of this Agreement may result in my termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
7. (U) I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorney's fees incurred by the United States Government may be assessed against me if I lose such action.
8. (U) I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code.
9. (U) Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed on me by this Agreement apply during the time I am granted access to SCI, and at all times thereafter.
10. (U) Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns SCI and does not set forth such other

FORM 4414 (Rev. 12-2013)

UNCLASSIFIED

Page 1 of 2

CL: _____
DECL ON: _____
DRV FROM: _____

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 06-20-2018 BY [redacted] NSICG

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Apply appropriate classification level and any control markings (if applicable) when filled in.

conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. (U) I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 13526, as amended, so that I may read them at this time, if I so choose.

12. (U) I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

13. (U) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

14. (U) These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 13526; or any successor thereto, Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(6) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector General, the inspectors general of the Intelligence Community; and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the CIA Act of 1949 (50 U.S.C. 403q(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Control 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.

15. (U) This Agreement shall be interpreted under and in conformance with the law of the United States.

16. (U) I make this Agreement without any mental reservation or purpose of evasion.

James Blaney Signature 2/26/15 Date

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

WITNESS and ACCEPTANCE:

[Redacted] 2/26/15 Date

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SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

(Special Access Programs by Initials Only)

JAMES B. COMEY **FBI**

SSN (See Notice Below) Printed or Typed Name Organization

<p>BRIEF Date <u>2/26/15</u></p> <p>I hereby acknowledge that I was briefed on the above SCI Special Access Program(s):</p> <p><u>James Blaney</u> Signature of Individual Briefed</p> <p>I certify that the briefing was in accordance with relevant SCI procedures.</p> <p>Signature of _____ Printed or Typed Name _____</p>	<p>DEBRIEF Date <u>12/13/17</u></p> <p>Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):</p> <p><u>James Blaney</u> Signature of Individual Briefed</p> <p>SSN (See notice below) DOJ/ODAG Organization (Name and Address)</p>
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(U) NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 13526, as amended. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above, 2) determine that your access to the information has terminated, or 3) certify that you have witnessed a briefing or debriefing. Although disclosure of your SSN is not mandatory, your failure to do so may impede such certifications or determinations.

conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. (U) I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 13526, as amended, so that I may read them at this time, if I so choose.

12. (U) I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

13. (U) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

14. (U) These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 13526; or any successor thereto, Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public 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), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the CIA Act of 1949 (50 U.S.C. 403q(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Control 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.

15. (U) This Agreement shall be interpreted under and in conformance with the law of the United States.

16. (U) I make this Agreement without any mental reservation or purpose of evasion.

James B. Comey
Signature
12/9/14
Date

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

WITNESS and ACCEPTANCE:

[Redacted Box]
12/09/2014
Date

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SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

(Special Access Programs by Initials Only)

SSN (See Notice Below) **JAMES B. COMEY** **FBI**
Printed or Typed Name Organization

<p>BRIEF Date <u>12/9/14</u></p> <p>I hereby acknowledge that I was briefed on the above SCI Special Access Program(s):</p> <p><i>James B. Comey</i> Signature of Individual Briefed</p> <p>I certify that _____ as in accordance with relevant SCI procedures.</p> <p>_____ Printed or Typed Name</p>	<p>DEBRIEF Date <u>12/13/14</u></p> <p>Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):</p> <p><i>James B. Comey</i> Signature of Individual Briefed</p> <p>_____ SSN (See notice below) DOJ/JMD/SEPS/SSC Organization (Name and Address)</p>
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(U) NOTICE: The Privacy Act, 5 U.S.C. 522a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397, as amended. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above, 2) determine that your access to the information has terminated, or 3) certify that you have witnessed a briefing or debriefing. Although disclosure of your SSN is not mandatory, your failure to do so may impede such certifications or determinations.

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between

JAMES B. COMEY

and the United States

(Name - Printed or Typed)

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

11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose.

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

13. 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 Whistleblowers Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse, or public 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 agent disclosure which may compromise national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

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

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

James Blaney _____ 8/26/13
Signature Date

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

WITNESS and ACCEPTANCE:

_____ 8/26/2013
Date

SECURITY BRIEFING/DEBRIEFING ACKNOWLEDGEMENT

_____	_____	_____	_____	_____
(Special Access Programs by Initials Only)				
_____	JAMES B. COMEY		FBI	
SSN (See Notice Below)	Printed or Typed Name		Organization	

BRIEF Date: 8/26/13

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

James Blaney
Signature of Individual Briefed

DEBRIEF Date: 12-13-17

Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):

James Blaney
Signature of Individual Debriefed

I certify that the above information was in accordance with the relevant SCI procedures.

Printed or Typed Name

SSN (See Notice Below)

DOJ/SSC

Organization (Name and Address)

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

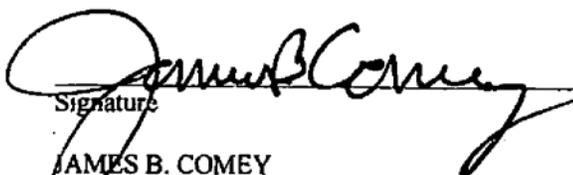
DOJ ADDENDUM TO SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT IC FORM 4414

This addendum is required by the Office of the Director of National Intelligence to conform with two new federal statutes: the Financial Services and General Government Appropriations Act (Public Law 112-74); and the Whistleblower Protection Enhancement Act (WPEA) (Public Law 112-199). The WPEA was enacted into law on November 27, 2012, and strengthens protections for federal employees who disclose evidence of waste, fraud, or abuse. The WPEA modifies rules on the use of non-disclosure policies, forms, or agreements (NDAs) by government agencies. Until the IC Form 4414 is revised, WPEA requires each agreement to contain the following statement:

"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

Controlling Executive Orders and statutory provisions are as follows:

- Executive Order No. 13526;
- 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 of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats);
- Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents);
- The statutes which protect against disclosure 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 U.S.C. 783(b)).



Signature

8/26/13

Date

JAMES B. COMEY

Print Name

The execution of this Addendum was witnessed by the undersigned who accepted it on behalf of the Department of Justice as a prior condition of access, or continued access, to Sensitive Compartmented Information.

WITNESS AND ACCEPTANCE

[Redacted Signature]

08/26/2013

Date

[Redacted Name]

Print Name

11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose.

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

13. 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 Whistleblowers Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse, or public 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 agent disclosure which may compromise national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

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

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

James Blaney
Signature

8/26/13
Date

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

WITNESS and ACCEPTANCE:

[Redacted Signature]

8/26/2013
Date

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SECURITY BRIEFING/DEBRIEFING ACKNOWLEDGEMENT

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
(Special Access Programs by Initials Only)					
[Redacted]	JAMES B. COMEY			FBI	
SSN (See Notice Below)	Printed or Typed Name			Organization	

b7E

b6
b7C

BRIEF Date: 8/26/13

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

James Blaney
Signature of Individual Briefed

DEBRIEF Date: 8/13/17

Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):

James Blaney
Signature of Individual Debriefed

b6
b7C

I certify that I was in accordance with the relevant SCI procedures.

[Redacted Signature]

Printed or Typed Name

SSN (See Notice Below)

DOJ/SSC

Organization (Name and Address)

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SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An agreement between []

and the United States.

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or is in process of a classification determination under the standards of Executive Order 12958 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this agreement continue to exist whether or not I am required to sign such subsequent agreements.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be, or related to or derived from SCI, is considered by such Department or Agency to be SCI. I further understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized fashion.

4. In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, that I contemplate disclosing to any person not authorized to have access to SCI or that I have prepared for public disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to SCI. I further agree that I will not disclose the contents of such preparation with, or showing it to, anyone who is not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.

5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

6. I have been advised that any breach of this Agreement may result in my termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

8. I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code.

9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed on me by this Agreement apply during the time I am granted access to SCI, and at all times thereafter.

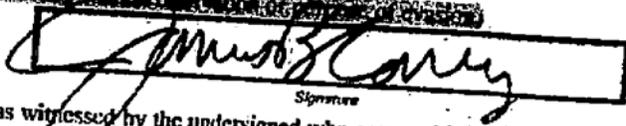
10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns SCI and does not set forth such other conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

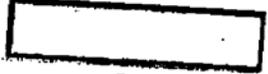
11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose.

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

13. These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure 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 agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(h)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

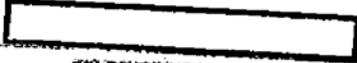
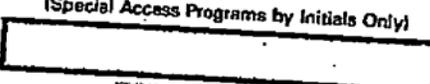
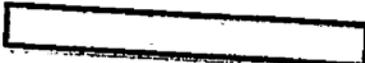
14. This Agreement shall be interpreted under and in conformance with the law of the United States.

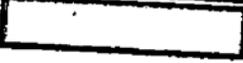
~~Signature of Briefing Officer~~

Signature
8/9/15
Date
The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.
WITNESS and ACCEPTANCE:

Signature

Date

SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

One time read and return of CRNG report Z-GG/00/801538-15

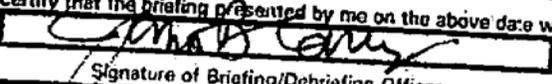
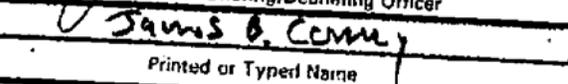

SSN (See Notice Below)

(Special Access Programs by Initials Only)

Organization

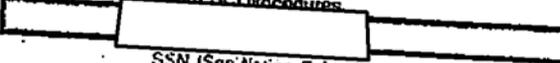
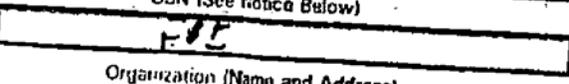
BRIEF DATE 
I hereby acknowledge that I was briefed on the above SCI Special Access Program(s):

Signature of Briefing/Debriefing Officer

DEBRIEF DATE 
Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):

Signature of Individual Debriefed

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

Signature of Briefing/Debriefing Officer

Printed or Typed Name


SSN (See Notice Below)

Organization (Name and Address)

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Apply appropriate classification level and any control markings (if applicable) when filled in.

conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. (U) I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 13526, as amended, so that I may read them at this time, if I so choose.

12. (U) I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

13. (U) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

14. (U) These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 13526; or any successor thereto, Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public 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), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community; and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the CIA Act of 1949 (50 U.S.C. 403q(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect agent disclosure which may compromise the national security, including Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Control 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.

15. (U) This Agreement shall be interpreted under and in conformance with the law of the United States.

16. (U) I make this Agreement without any mental reservation or purpose of evasion.

[Signature]
Signature

1/27/17
Date

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

WITNESS and ACCEPTANCE:

[Redacted]

Date

b6
b7C

SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]
(Special Access Programs by Initials Only)

b7E

[Redacted] SSN (See Notice Below) James B. Comey Printed or Typed Name FBI Organization

b6
b7C

BRIEF Date 1/27/17
I hereby acknowledge that I was briefed on the above SCI Special Access Program(s):
[Signature]
Signature of Individual Briefed

DEBRIEF Date 1/27/17
Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):
[Signature]
Signature of Individual Briefed

b6
b7C

I certify that the briefing presented by me on the above...
[Redacted]
[Redacted]
Printed or Typed Name

SSN (See notice below)
FBIHQ, 935 Penn Ave, NW, Washington, DC 20535
Organization (Name and Address)

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Apply appropriate classification level and any control markings (if applicable) when filed in.

conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. (U) I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798 and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 13526, as amended, so that I may read them at this time, if I so choose.

12. (U) I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

13. (U) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

14. (U) These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 13526; or any successor thereto, Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures to Congress by members of the Military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosure of illegality, waste, fraud, abuse or public 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), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community; and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the CIA Act of 1949 (50 U.S.C. 1705(d)(5) and 1705(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); sections 793, 794, 798, Title 18, United States Code, and Section 4(b) of the Subversive Activities Control 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.

15. (U) This Agreement shall be interpreted under and in conformance with the law of the United States.

16. (U) I make this Agreement without any mental reservation or purpose of evasion.

James Blaney
Signature

8/21/15
Date

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

WITNESS and ACCEPTANCE:

Signature

Date

SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

SIGN HERE

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Form with multiple rectangular boxes for data entry.

(Special Access Programs by Name Only)

James B. Corney

FBI

Printed or Typed Name

Organization

148-9992

SSN (See Notice Below)

BRIEF section with signature of James B. Corney and date 8/21/15.

DEBRIEF section with signature of James B. Corney and date 12/13/17.

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

Signature of Briefing/Debriefing Officer

Printed or Typed Name

SSN (See notice below)

FBIHQ, 935 Penn Ave, NW, Washington, DC 20535

Organization (Name and Address)

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

Apply appropriate classification level and any control markings (if applicable) when filled in.

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15. (U) This Agreement shall be interpreted under and in conformance with the law of the United States.

16. (U) I make this Agreement without any mental reservation or purpose of evasion.

James B. Comey Signature Date 12/9/14

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

WITNESS and ACCEPTANCE:

[Redacted] Date 12/09/2014

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SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

(Special Access Programs by Initials Only)

SSN (See Notice Below) JAMES B. COMEY Organization FBI
Printed or Typed Name

<p>BRIEF Date <u>12/9/14</u></p> <p>I hereby acknowledge that I was briefed on the above SCI Special Access Program(s):</p> <p><i>James B. Comey</i> Signature of Individual Briefed</p>	<p>DEBRIEF Date <u>12/15/17</u></p> <p>Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):</p> <p><i>James B. Comey</i> Signature of Individual Briefed</p>
---	---

I certify that I _____ in accordance with relevant SCI procedures.

Printed or Typed Name

SSN (See notice below)
DOJ/JMD/SEPS/SSC
Organization (Name and Address)

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Apply appropriate classification level and any control markings (if applicable) when filled in.

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15. (U) This Agreement shall be interpreted under and in conformance with the law of the United States.

16. (U) I make this Agreement without any mental reservation or purpose of evasion.

James Bloney
Signature

2/26/15
Date

The execution of this Agreement was witnessed by the undersigned _____ and it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

WITNESS and ACCEPTANCE:

Signature

2/26/15
Date

SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

_____ SSN (See Notice Below)	_____ (Special Access Programs by Initials Only)	_____ JAMES B. COMEY Printed or Typed Name	_____ FBI Organization
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BRIEF Date 2/26/15

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

James Bloney
Signature of Individual Briefed

DEBRIEF Date 12/13/17

Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):

James Bloney
Signature of Individual Briefed

I certify that the briefing was in accordance with relevant SCI procedures.

Signature of Briefing Officer

Printed or Typed Name

SSN (See notice below)

DOJODAG
Organization (Name and Address)

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[Redacted]

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16. (U) I make this Agreement without any mental reservation or purpose of evasion.

[Signature]
Signature

12/13/17
Date

The execution of this Agreement was witnessed by [Redacted] on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

WITNESS and ACCEPTANCE:

[Redacted Signature]

12/13/17
Date

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SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

[Redacted] [Redacted] [Redacted] [Redacted] [Redacted]

(Special Access Programs by Initials Only)

SSN (See Notice Below)

Printed or Typed Name

Organization

BRIEF Date [Redacted]
I hereby acknowledge that I was briefed on the above SCI Special Access Program(s):
[Redacted]

DEBRIEF Date 12/13/17
Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SCI Special Access Program(s):
[Signature]
Signature of Individual Briefed

I certify that [Redacted] date was in accordance with relevant SCI program [Redacted]

[Redacted] [Redacted] [Redacted]
SSN (See notice below)
[Redacted]
Organization (Name and Address)

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CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

James B Comey

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation: I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. 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.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

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

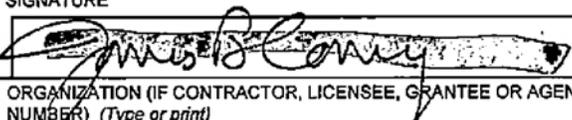
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto 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 of 1989 (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); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control 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.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE 	DATE 12/13/17	SOCIAL SECURITY NUMBER (See Notice below) 
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)		

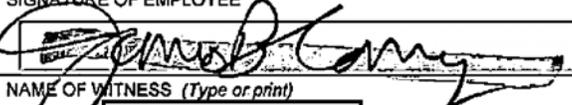
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WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
	
DATE 12/13/17	DATE 12/13/17
	NAME AND ADDRESS (Type or print) 
FBI HQ.	FBI HQ

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SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have-not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE 	DATE 12/13/17
NAME OF WITNESS (Type or print) 	SIGNATURE 

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