

INDIVIDUAL NONDISCLOSURE AGREEMENT  
FOR PARTICIPANTS IN  
U.S. DEPARTMENT OF HOMELAND SECURITY  
ROUND TABLE DISCUSSIONS

1. I, \_\_\_\_\_, (the participant), intending to be legally bound, hereby accept the obligations contained in this Agreement in consideration of my being granted access to, and participation in, the round table discussion on terrorist threats to the Homeland to be held on November 22, 2004, at Booz Allen Hamilton, and sponsored by the U.S. Department of Homeland Security. I consent to and agree to abide by all of the terms and provisions of this nondisclosure agreement (Agreement).
2. I understand and accept that by being granted access to the round table discussion, the U.S. Government is placing special trust and confidence in me.
3. I will use any information that is disclosed to me in the course of my participation in the round table discussion only for the purpose of furthering the round table discussion, and will not remove any materials provided from the site of the round table discussion. I will not use any materials provided or information disclosed to me for any private purpose. I will not disclose the identities or comments of other participants in the round table discussion to third parties.
4. I will not disclose to third parties the specific subject matter of the round table discussions, referring instead, where necessary, only to the fact that "I participated in a Department of Homeland Security sponsored round table discussion focusing on terrorist threats to the homeland."
5. I will report promptly to the DHS IAIP Analytic Red Cell Program any actual, perceived, alleged, or potential violation of this Agreement by myself or other individuals.
6. My obligations under this Nondisclosure Agreement will continue indefinitely, notwithstanding the completion of the round table discussions or the termination of my affiliation with the U.S. Department of Homeland Security.
7. 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 my participation in the round table discussion described above.
8. I understand that a violation of this Agreement could endanger the national security of the United States, and that such a violation could subject me to civil liability or criminal prosecution.
9. 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.
10. Each provision of this Agreement is severable. Should any provision of this Agreement be found unenforceable, all other provisions of this Agreement shall remain in full force and effect.
11. I make this Agreement in good faith, without mental reservation or purpose of evasion.

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

\_\_\_\_\_  
NAME (*Last, First, Middle I.*)

\_\_\_\_\_  
(*signature*)

\_\_\_\_\_  
(*date*)

This Agreement was accepted by the undersigned on behalf of the Department of Homeland Security as a prior condition of participation in the above referenced round table discussion.

\_\_\_\_\_  
WITNESSED BY - Department of Homeland Security

\_\_\_\_\_  
DATE

\_\_\_\_\_  
*This form is not subject to the requirements of P. L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.*