

Non-Disclosure Agreement

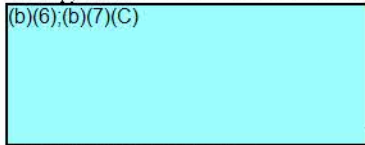
Re: U.S. Office of Special Counsel ("OSC") Complaint No. (b)(6);(b)(7)(C)
Interview(s) of (b)(6);(b)(7)(C) Witnesses

1. I, Joseph Siegelman, Chief of the OSC San Francisco Bay Area Field Office, agree to be legally bound, and on behalf of OSC, accept the obligations contained in this Agreement with respect to information and/or testimony ("information") provided by any member of the (b)(6);(b)(7)(C) staff as a witness in connection with the above-referenced OSC investigation and complaint. This agreement extends to any information provided to OSC in any form, including information memorialized in investigators' notes or contained in any recording of any interview of such employee, and any signed affidavit or sworn statement that the employee provides in connection with the OSC interview or other OSC investigative activities.
2. I understand that all information covered by this Agreement is now and will remain the property of the Department of Justice ("Department") unless and until otherwise determined by an appropriate official or final ruling in a court of law, except that OSC shall retain custody of the information until OSC closes all its file or files related to the above-referenced complaint ("the OSC complaint). I acknowledge that this information is confidential, and that the Department has invoked the attorney-client privilege with respect to any such information that reveals or concerns advice provided by (b)(6);(b)(7)(C). I acknowledge that the disclosure of this information to me does not constitute a blanket waiver by the Department of the privilege or other protection from disclosure that is otherwise applicable to the information, nor does the disclosure to me extend to third parties.
3. Information provided in the course of OSC interviews or other investigative activities may only be reviewed by me; counsel who may work with me in connection with the OSC complaint, including Elizabeth Brown and Peta Irving-Brown; my supervisor, Bruce D. Fong, Associate Special Counsel; any individual assigned to transcribe the testimony of (b)(6);(b)(7)(C) officials, and, Carolyn N. Lerner, the Special Counsel, as well as anyone the Special Counsel designates to participate in the determination of what actions, if any, OSC should take as a result of the investigative findings in the OSC complaint.
4. I agree that I will use the information solely for the purpose of investigating the above-referenced OSC Complaint and making factual and legal determinations related to the OSC Complaint.
5. I agree not to duplicate or copy documents containing or reflecting the substance of the information or testimony provided by any process, except that any recorded testimony may be transcribed.
6. I agree that I will never divulge this information to anyone without prior written authorization from the Department, except as described hereinabove.
7. My agreement to the foregoing terms does not waive my right to formally challenge whether the information is confidential or covered by the attorney-client privilege.

8. Nothing in this agreement prevents OSC from disclosing the information to the Department as part of any report of OSC's findings or recommendations in the OSC complaint.

I agree to the terms of this Non-Disclosure Agreement

(b)(6),(b)(7)(C)



Joseph Siegelman

1/30/13
Date