

Form C4-1. Engagement Letter Clauses for Representing a Current or Former Cleared Client in a UAP Matter

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When to use. Engaging a current or former cleared client in a UAP matter. **Not for:** Ordinary engagements without classified-information issues.

Deadlines. Sign before the first substantive meeting.

Scope of representation. The Firm will advise you concerning [lawful channels for disclosing information relating to unidentified anomalous phenomena; protection from reprisal; prepublication review; your potential exposure for past conduct; testimony before Congress or a commission]. The representation does not include [litigation, unless separately agreed].

Security clearance proceedings. [If included:] The representation includes your response to [the Statement of Reasons dated ____ / any proceeding concerning your eligibility for access to classified information], including [a written answer; a hearing before a Defense Office of Hearings and Appeals administrative judge under DoD Directive 5220.6; any appeal to the DOHA Appeal Board / a personal appearance and appeal under your agency's procedures implementing Executive Order 12968 §5.2]. You authorize the Firm to request your investigative file from the investigating agency under the Privacy Act and FOIA. If the clearance action follows a disclosure you made, the Firm will raise reprisal and preserve it for review under 50 U.S.C. §3341(j).

Classified information: your obligations. You remain bound by your nondisclosure and special access agreements except to the extent federal law authorizes a particular disclosure. You agree not to disclose to the Firm, orally or in writing, any information you know or believe to be classified, unless and until the Firm confirms in writing that the recipient lawyer holds an appropriate clearance and authorized access for that information and that the disclosure will occur in an authorized setting.

Classified information: the Firm's practices. [Lawyer] [does / does not] currently hold a security clearance. The Firm will not knowingly receive, store, or transmit classified information except as authorized. If the Firm receives material that appears to be classified, it will not review or copy it and will seek guidance from the appropriate security office, which may require the Firm to return the material to the Government. You consent to that process.

Authorized channels. The Firm will assist you in using channels authorized by law, including the authorized reporting mechanism under 50 U.S.C. §3373b, inspector general and Intelligence Community whistleblower procedures, and any authorized Department of War or other agency program. The Firm will not assist in any disclosure that is not authorized by law.

Prepublication review. You agree to consult the Firm before making any public statement, publication, interview, post, or presentation that concerns your former duties or UAP, so that it can be submitted for any required prepublication review.

Communications. The Firm will communicate with you by [secure method]. Neither of us will use any communication method for classified information.

Protective orders. In litigation the court may enter a protective order that lets cleared counsel see classified information but forbids counsel from sharing it with you. If that happens, the Firm may be unable to tell you what it has learned, and its advice to you may rest on information you cannot see. The Firm will not agree to such an order on your behalf unless you consent in writing after we explain its terms. You consent in advance to the Firm seeking access under such an order if [you initial here: ____].

Fees and expenses for secure work. Work performed in a SCIF or other secure facility is billed at the Firm's standard rates, including travel to and waiting time at the facility. Secure facilities often

limit when counsel can work and what counsel can bring, so such work can take longer than ordinary work. You will be billed for [travel; courier and secure-delivery costs; costs of any cleared consultant or expert retained with your approval]. [Clearance processing for Firm personnel will / will not be billed to you.]

Multiple clients. The Firm [does not / does] represent other persons who worked on related programs. [If it does, include informed-consent conflict waiver and limits on sharing information between clients.]

Records. The Firm's file will be kept unclassified. At the end of the representation the Firm will retain its file under its standard policy; any material later determined to be classified will be handled as the responsible security office directs.

Your acknowledgment. By signing, you confirm that you have read these provisions, that you understand you must not disclose classified information to the Firm except as described above, and that you have had an opportunity to ask questions.