Select Committee on Assassinations Nondisclosure Agreement

[Richard E. Sprague]
I, ____________________, in consideration for being employed by or engaged by contract or otherwise to perform services for or at the request of the House Select Committee on Assassinations, or any Member thereof, da hereby make the representations and accept the obligations set forth below as conditions precedent for my employment or engagement, or for my continuing employment or engagement, with the Select Committee, the United States House of Representatives, or the United States Congress.

1. I have read the Rules of the Select Committee, and I hereby agree to be bound by them and by the Rules of the House of Representatives.

2. I hereby agree never to divulge, publish or reveal by words, conduct or otherwise, any testimony given before the Select Committee in executive session (including the name of any witness who appeared or was summoned to appear before the Select Committee in executive session), any classifiable and properly classified information (as defined in 5 U.S.C. Section 552(b)(1)), or any information pertaining to intelligence sources or methods as designated by the Director of Central Intelligence, or any confidential information that is received by the Select Committee or that comes into my possession by virtue of my position with the Select Committee, to any person not a member of the Select Committee or its staff or the personal staff representative of a Committee Member unless authorized in writing by the Select Committee, or, after the Select Committee's termination, by such manner as the House of Representatives may determine or, in the absence of a determination by the House, in such manner as the Agency or Department from which the information originated may determine. I further agree not to divulge, publish or reveal by words, conduct or otherwise, any other information which is received by the Select Committee or which comes into my possession by virtue of my position with the Select Committee, for the duration of the Select Committee's existence.

3. I hereby agree that any material that is based upon or may include information that I hereby pledge not to disclose, and that is contemplated for publication by me will, prior to discussing it with or showing it to any publishers, editors or literary agents, be submitted to the Select Committee to determine whether said material contains any information that I hereby pledge not to disclose. The Chairman of the Select Committee shall consult with the Director of Central Intelligence for the purpose of the Chairman's determination as to whether or not the material contains information that I pledge not to disclose. I further agree to take no steps toward publication until authorized in writing by the Select Committee, or after its termination, by such manner as the House of Representatives may determine, or in the absence of a determination by the House, in such manner as the Agency or Department from which the information originated may determine.
4. I hereby agree to familiarize myself with the Select Committee's security procedures, and provide at all times the required degree of protection against unauthorized disclosure for all information and materials that come into my possession by virtue of my position with the Select Committee.

5. I hereby agree to immediately notify the Select Committee of any attempt by any person not a member of the Select Committee staff to solicit information from me that I pledge not to disclose.

6. I hereby agree to immediately notify the Select Committee if I am called upon to testify or provide information to the proper authorities that I pledge not to disclose. I will request that my obligation to respond is established by the Select Committee, or after its termination, by such manner as the House of Representatives may determine, before I do so.

7. I hereby agree to surrender to the Select Committee upon demand by the Chairman or upon my separation from the Select Committee staff, any material, including any classified information or information pertaining to intelligence sources or methods as designated by the Director of Central Intelligence, which comes into my possession by virtue of my position with the Select Committee. I hereby acknowledge that all documents acquired by me in the course of my employment are and remain the property of the United States.

8. I understand that any violation of the Select Committee Rules, security procedures or this agreement shall constitute grounds for dismissal from my current employment.

9. I hereby assign to the United States Government all rights, title and interest in any and all royalties, remunerations and emoluments that have resulted or may result from any divulgence, publication or revelation in violation of this agreement.

10. I understand and agree that the United States Government may choose to apply, prior to any unauthorized disclosure by me, for a court order prohibiting disclosure. Nothing in this agreement constitutes a waiver on the part of the United States of the right to prosecute for any statutory violation. Nothing in this agreement constitutes a waiver on my part of any defenses I may otherwise have in any civil or criminal proceedings.

11. I have read the provisions of the Espionage Laws, Sections 793, 794 and 798, Title 18, United States Code, and of Section 783, Title 50, United States Code, and I am aware that unauthorized disclosure of certain classified information may subject me to prosecution. I have read Section 1001, Title 18, United States Code, and I am aware that the making of a false statement herein is punishable as a felony. I have also read Executive Order 11652, and the implementing National Security Council directive of May 17, 1972, relating to the protection of classified information.

12. Unless released in writing from this agreement or any portion thereof by the Select Committee, I recognize that all the conditions and obligations imposed on me by this agreement apply during my Committee employment or engagement and continue to apply after the relationship is terminated.
13. No consultant shall indicate, divulge or acknowledge, without written permission of the Select Committee, the fact that the Select Committee has engaged him or her by contract as a consultant until after the Select Committee has terminated.

14. In addition to any rights for criminal prosecution or for injunctive relief the United States Government may have for violation of this agreement, the United States Government may file a civil suit in an appropriate court for damages as a consequence of a breach of this agreement. The costs of any civil suit brought by the United States for breach of this agreement, including court costs, investigative expenses, and reasonable attorney fees, shall be borne by any defendant who loses such suit. In any civil suit for damages successfully brought by the United States Government for breach of this agreement, actual damages may be recovered, or, in the event that such actual damages may be impossible to calculate, liquidated damages in an amount of $5,000 shall be awarded as a reasonable estimate for damages to the credibility and effectiveness of the investigation.

15. I hereby agree that in any suit by the United States Government for injunctive or monetary relief pursuant to the terms of this agreement, personal jurisdiction shall obtain and venue shall lie in the United States District Court for the District of Columbia, or in any other appropriate United States District Court in which the United States may elect to bring suit. I further agree that the law of the District of Columbia shall govern the interpretation and construction of this agreement.

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

I make this agreement without any mental reservation or purpose of evasion, and I agree that it may be used by the Select Committee in carrying out its duty to protect the security of information provided to it.

[July 19, 1977] [Richard E., Sprague]

Date: _____________________ _________________________________

[ I am submitting a list of material and information which has already been given to the committee, or which I intend to give to the committee in the near future. I intend to publish some of this information.]

______________________________
LOUIS STOKES, Chariman
Select Committee on Assassinations
Mr. Louis Stokes  
Chairman, Select Committee on Assassinations  
U.S. House of Representatives  
Washington, D.C.  20515

February 10, 1978

Mr. Louis Stokes  
Chairman, Select Committee on Assassinations  
U.S. House of Representatives  
Washington, D.C.  20515

Dear Louis:

As I am sure you know, I signed a non disclosure agreement for the Select Committee, given to me on July 19, 1977 by Robert Blakey. Not being a lawyer, I did not really appreciate some of the provisions of that agreement at the time I signed it, even though some things in it seemed strange to me.

In the last few months I have gone over the agreement several times, with particular attention to those strange portions. The more I re-read the agreement, the more puzzled I have become.

I was finally triggered into writing you this letter by a conversation I had with Richard A. Sprague. As you may recall I helped him and Bob Tanenbaum from November 1976 forward with the photographic evidence in the JFK case, and several other areas derived from my relationship with Jim Garrison and the Committee to Investigate Assassinations. I had no written agreement with the Committee at that time and did not ask for compensation for the work I had been doing. I had signed no non disclosure agreement and such an agreement had never been mentioned.

The first time I had any idea that the Committee would want to pay me for my assistance was some time after Dick Sprague resigned, when Mr. Blakey approached me about it through Bob Tanenbaum, shortly before Bob resigned. My recent meeting with Dick Sprague naturally led to discussion about my continuing work for the Committee. He raised the subject of the non disclosure agreement signed by each staff member, saying that he would never have enforced such a document while he was chief counsel because he believes it gives the CIA and other agencies too much power to control the activities of the Committee. It was because of that statement that I read the agreement again in the light of what he said.

I know that you had a lot of faith in Richard A. Sprague and did not personally want him to resign. For that reason I'm writing to you rather than Mr. Blakey, seeking answers to my questions.

Enclosed is a copy of the agreement with my signature. I have circled on it the paragraphs in question, and underlined the key words. My questions, Mr. Stokes are as follows:
1. Are paragraphs 2, 3 and 7 inserted for the purpose of giving the CIA power over the Select Committee to investigate the CIA’s role in the assassinations or the cover up crimes following the assassinations of President Kennedy or Dr. King? I believe those paragraphs could be so interpreted, especially if each committee member and each staff member signed a similar agreement.

2. If the purposes of paragraphs 2, 3 and 7 are not as questioned above, then how can the Select Committee, its staff or its consultants, *ever* discover whether the CIA was involved in the assassinations or whether the CIA, as I maintain, is *still* involved in covering up the conspiracies?

For example, paragraph 3 states that you as chairman, shall consult with the Director of Central Intelligence--to determine whether or not the material I might receive contains information that I pledge not to disclose.

Assuming that all committee staff people signed that paragraph, it would seem to me that you would really be hamstrung in investigating the CIA’s possible role. Your staff could not be working with any documents or other materials pointing toward CIA agents’ involvement in the assassinations, without you personally having to show those documents to the Director of Central Intelligence and to obtain his agreement to disclose the information to the public.

The CIA Director has the power of judging what can be released. Obviously, anything incriminating to the CIA, especially higher level people who may have been involved, would be judged un releasable.

None of this would take on the significance that it does, were it not for my belief that the CIA itself has continued to cover up the original conspiracy and that several CIA agents or contract employees carried out the murder.

3. Is paragraph 12 really logical, or even legal? Can an agreement with a body be extended ad infinitum after the body has dissolved?

4. Paragraph 14 bothers me. It seems to say that I agree to allow the government to sue me and to bear the expenses of such a suit. Is it really legal to ask me to agree to be sued as a condition of my consulting contract? Couldn’t the government sue me and collect expenses anyway if I did something wrong, without such a clause? Paragraph 16 seems to anticipate that Paragraph 14 may not stand up in court. (Or some other paragraph.)

I want to make it clear that my concerns in this matter are not related to any obligation I may have. Rather, I am concerned about the purposes of those clauses in the agreement, as they affect the investigations. I believe every staff member signed them.

I would appreciate hearing directly from you on these questions Mr. Stokes, rather than referring this letter to Mr. Blakey.

Yours sincerely,

Richard E. Sprague
Richard E. Sprague, Esq.
193 Pinewood Road
Hartsdale, New York 10530

Dear Mr. Sprague:

In response to your letter of February 10, 1978 concerning the non-disclosure agreement which you signed with the Committee, I wish to first remind you that the agreement was explicitly explained to you provision by provision by Mr. Blakey, and that you were given the opportunity to ask any questions that you desired prior to your signing the agreement. I want to assure you that the intent of the agreement is not to prevent information from ultimately being disclosed to the American public. The non-disclosure agreement only governs the timing of disclosure of information to the public. In response to your specific questions:

I. Paragraphs 2, 3 and 7 obviously are not for the purpose of giving the CIA power over the Select Committee to investigate the CIA's role in the assassination. If you read these paragraphs carefully, they clearly provide that the Select Committee, during its existence, will be in full control and have access to all information. The paragraphs do prevent you from disclosing the information, without the authorization of the Select Committee.
Paragraph 3 does state that I, as Chairman, will consult with the Director of Central Intelligence to determine whether or not material contains information which you pledge not to disclose. I, however, retain ultimate authority and I only consult with the Director of Central Intelligence - I am not bound by his opinion.

II. Paragraphs 12 and 14 are indeed legal. Should you have any specific questions concerning the legality of any of the provisions, I suggest you consult your own attorney.

I assure you that the very purpose of the non-disclosure agreement is to give the Select Committee full control over the conduct of the investigation, including the ultimate disclosure of information to the American public. In no manner should it be construed as the Committee being restricted in its investigation by the CIA or any other federal agency or department.

In closing, I remind you of paragraph 13 of the non-disclosure agreement which provides that you may not "indicate, divulge or acknowledge" the fact that you have been retained as a consultant until after the Select Committee has been terminated. I have seen a press release concerning yourself issued by Mr. Altmans in conjunction with a new article in Gallery magazine. I note that while you technically did not violate the non-disclosure agreement which you signed, by carefully wording the release to describe the work you had done for the Committee in the past, this is the exact kind of exploitation of a consultant relationship that the Committee desires to avoid during its existence.

If you have any other questions or comments on the non-disclosure agreement, they should be addressed to Mr. Blakey as Chief Counsel.

Sincerely,

[Louis Stokes]

Louis Stokes
Chairman

LS:jwc
Exhibit D

193 Pinewood Road
Hartsdale, NY 10530

April 5, 1978

Representative Louis Stokes
U.S. House of Representatives
Rayburn House Office Building
Washington, D.C. 20515

Dear Louis,

Thank you for your most reassuring letter of March 16, 1978. As you know I have great faith in your own personal integrity and your goals as discussed with you at lunch nearly a year ago. I understand the necessity for non disclosure and sensitive discretion in the way the Select Committee is proceeding. I believe I understand it more than most researchers because of my close working relationship with the staff and the committee ever since it started.

You can rest assured that it is my intention to continue to assist you and to support your efforts right up to the finish line. I want to avoid as much as you do any exploitation of my relationship to the committee that would cause problems for you or for me, especially with the media.

In this regard, the press release you mentioned in your letter from Gallery magazine was initially prepared by their public relations department, and included a statement that I am a consultant to the Select Committee. I asked them to delete the statement and they insisted on retaining something about my assistance to the committee in order to help establish my credibility with their readers. After some discussion I was able to get them to modify the statement to apply to the past work for Richard A. Sprague and Henry Gonzalez.

There will be another article in the June 1978 issue using this same statement. I believe I mentioned the article to you several months ago. It is about the CIA weapon system developed by Charles Senseney at Fort Detrick, Maryland using rocket propelled flechettes carrying paralyzing poison launched by an umbrella. I described in the article the evidence pointing toward the use of this weapons system in Dealey Plaza. The article will appear on May 2 on the newsstands.

I read your March 16 letter, on March 22, upon my return from a trip to Japan and a vacation. I contacted Gallery asking them to delete entirely the statement about me and the Select Committee. They told me it was too late, that the issue had already gone to press. However, they did agree to delete the statement from any

[the remainder of this letter was missing from the copy of the edition used to make this on-line version. --Editor]
May 15, 1978

Mr. Richard Sprague
193 Pinewood Road
Hartsdale, NY 10530

Dear Mr. Sprague:

Thank you for your thoughtful letter of April 5 and I hope that you will excuse my delay in responding.

I appreciate your expression of confidence in me and your reassurance of your continued support. With regard to the matter of the press release, I understand your situation and it was most thoughtful of you to advise me in advance about the article in the June issue of Gallery magazine.

Your letter has been sent on to the Committee staff in order that they might share your recommendations about Richard Case Nagell.

Thank you again for your continuing support.

Sincerely,

[Louis Stokes]

LOUIS STOKES
Chairman

LS:thn
193 Pinewood Road  
Hartsdale, New York  10530  

September 22, 1978  

Representative Yvonne Burke  
U.S. House of Representatives  
Washington, D.C.  20515  

Dear Mrs. Burke:  

I don’t know whether you recall our meeting on July 21, 1977 when Jack White, Robert Groden and I made presentations to the J.F.K. subcommittee of the Select Committee on Assassinations. You may remember my showing a summary of photographic evidence of conspiracy in the Kennedy assassination. You asked some very pertinent questions which I answered about how to obtain films and photos from media organizations that were stonewalling at the time.  

I am truly sorry that you have missed the first three weeks of the J.F.K. hearings because I feel that your presence would have created at least a minority of one against the carefully orchestrated cover up that is now taking place. I had great faith in the committee, especially after a luncheon meeting with Louis Stokes in 1977 and after the presentation to you.  

I want you personally to know that I have now lost all of that faith. The farce that is going on is really almost unbelievable to an honest researcher. All witnesses (except Cyril Wecht), all panels employed by the committee, the staff and the committee members doing the questioning, obviously made up their minds a long time ago that Lee Harvey Oswald was the lone assassin, that there was no conspiracy and that the Warren Commission was right.  

I cannot understand how this came about. As the most likely committee member to still keep an open mind, I would like to ask your opinion.
How did the committee staff ignore all of the evidence of conspiracy. I am speaking not only about the photographic evidence, but about the information that Clifford Fenton and his team uncovered in New Orleans. I know you know about that from my conversations with Ted Gandolfo and Jim Garrison.

Do you believe there was a conspiracy? If you do, will you say so when you return to Washington? Will you insist that the committee hear from the important New Orleans witnesses as well as the others I recommended long long ago. Specifically, will you insist that the committee call as witnesses: James Hosty, Warren du Bruys, Regis Kennedy, Richard Case Nagell, Harry Dean, Ronald Augustinovich, Mary Hope, Guy Gabaldin, Frenchy, William Seymour, Emilio Santana, Jack Lawrence, Jim Braden, E. Howard Hunt, Richard Helms and the others listed in the document I gave Louis Stokes in 1977. If you can’t or won’t, God help this country.

Yours sincerely,

Richard E. Sprague

P.S. In the case of key witness Richard Case Nagell, Mr. Stokes assured me this spring that the committee would contact him. As of this date, he has never been contacted. He knows who killed President Kennedy.
October 10, 1978

Mr. Richard Sprague
193 Pinewood Road
Hartsdale, New York 10530

Dear Mr. Sprague:

I was greatly disturbed by your letter of September 23, 1978 in which you stated that, "I have one last hope that what we are witnessing in your hearings is a charade meant to fool the FBI and the CIA. If it is, you have fooled me. If it is not, your statements to me over the past year about getting at the truth were all meaningless. I have lost all faith in you and the committee."

I must say that I deeply regret the fact that you have lost faith in the performance of my committee. We have attempted to do a thorough, competent and professional job which would be a source of pride for you and other concerned Americans.

I should state here for the record, Mr. Sprague, that I find nothing inconsistent in my statements to you over the year indicating that the committee would be seeking the truth and nothing but the truth during the course of the investigation and the testimony that the committee has received during its public hearings. Perhaps you are confused because I did not explicitly state that the truth the committee is seeking is not your truth or my truth, but truth supported by the weight of the evidence.

Thanks again for your past and current concerns. I assure you that the committee will make every effort to tell the whole story to the American people.

Sincerely,

[Louis Stokes]
Chairman

LS: icmj
Representative Louis Stokes  
Select Committee on Assassinations  
U.S. House of Representatives  
3369 House Office Building, Annex 2  
Washington, D.C. 20515

October 30, 1978

Dear Louis:

I appreciate your responding to my September 23 letter. I am truly sorry to be so disturbing to you concerning the committee's hearings. I wish I could be more complimentary and positive about your work.

I could not agree with you more that the "truth supported by the weight of the evidence" is what we are all after. I'm enclosing for your information one more copy of the document I gave to Henry Gonzalez, Richard A. Sprague, Bob Tannenbaum, and you in 1976 and 1977.

Unless you call the witnesses listed on pages 4-6 of this document, Louis, you have not dealt with the most important evidence of all. How can you possibly claim to have unearthed anything approximating the truth, unless you and the rest of the committee interrogate with strength, the following important witnesses that you missed:


The document explains how each of these witnesses was involved in the assassination of investigations of it. It is based, not just on my research, but on painful hours of investigative efforts of many, many people, including Jim Garrison's professional staff, the Committee to Investigate Assassinations and others.

I understand that James P. Hosty is finally ready to tell his real story, at the risk of physical harm to himself and his family. You have not called him. Richard Case Nagell has been ready to testify for a long time. Despite my requests to Dr. Blakey and to you, he has not been called and no effort has been made to locate him through the only person who knows where he is, Dick Russell.

If you will pardon my saying so Louis, something about just those two failures stinks, not to mention all of the others.

It is not too late to save your reputations. You can still call those witnesses in December. I hope you do.

Yours Sincerely,
Dick Sprague
Representative Louis Stokes  
Select Committee on Assassinations  
U.S. House of Representatives  
3369 House Office Building, Annex 2  
Washington, D.C. 20515  

Dear Louis:  

I am still waiting for a reply to my letter of October 30, 1978. I thought I should write again to remind you that the witnesses you should call in December are not going to be around much longer. I’m afraid that Gorden Novel, Richard Case Nagell, James Hosty and Warren de Brueys, in particular may go the same way that Regis Kennedy, William Sullivan, and George de Mohrenschildt went. You really must call them before they die.  

Regis Kennedy reportedly died of natural causes the day before you were to talk with him. I do not believe that. How many more key witnesses have to die before you would be convinced? Kennedy, du Brueys and Hosty were Oswald’s points of contact in the FBI, receiving his reports on the conspiratorial group planning JFK’s assassination. I have known this since 1971 directly from Hosty’s own lips via Carver Gaten and Jim Gochenaur. Regis Kennedy also knew why the FBI was searching for Clay Shaw under his alias Clay Bertrand in New Orleans, *before* Dean Andrews received that phone call from him about defending Oswald. Kennedy may also have been one of the three agents who took the Babushka lady’s film away from her. At least she told me he was one of them from his photo.  

So Regis Kennedy had to die. So do Warren du Brueys and James Hosty. If they die of "natural causes" in the next month or two, don’t say I didn’t warn you.  

Nagell and Novel are in even greater danger. Nagell may now be safe. He fled the country recently. However, the CIA has tentacles everywhere, so he will not really be safe wherever he is. Novel could easily be killed, since he is in prison. That is one of the easiest places for the death squad to catch up with him.
As I have had told you in previous letters, the reason you *must* call Novel is that there is a very strong possibility that he is the umbrella man. If you laugh at that and try to tell me that you found the umbrella man, Mr. Witt, I’ll laugh right back at you and tell you that farce you put on for the American public didn’t fool anyone with his eyes even half way open. In addition to the obviously planned sequence of events and the way in which Mr. Witt surfaced, his umbrella was certainly not the one used in Dealey Plaza. It was the wrong size, had the wrong number of ribs, and was missing the two round white bulbs on either end when folded up.

No, Louis, Mr. Witt was either planted upon you or else your staff planted him. I’ll give you the benefit of the doubt for the moment and assume that you do not know he was a plant. If you let it go as is, you and Mr. Preyer and the rest of the committee are going to look pretty silly.

You absolutely must call as witnesses, Gorden Novel, and at the other end, Charles Sensenay and the CIA people associated with Fort Detrick, Maryland, where that umbrella launching system was made. Incidentally, two Bulgarian intelligence agents have recently been assassinated in England with an umbrella weapon using poison flechettes, very similar to the one used on JFK.

I would appreciate a response to this letter telling me what you plan to do about those witnesses.

Best regards,

Dick Sprague
Mr. Dick Sprague  
193 Pinewood Rqad  
Hartsdale, New York 10530

Dear Mr. Sprague:

Thank you for your letter of November 24, 1978.

I am aware of the amount of time you have spent analyzing the assassination of President John F. Kennedy and your interest in the work of the Select Committee on Assassinations since its inception.

However, I regret that under our Rules, it is impossible for us to respond to your letter in a manner which would reveal the substance or procedure of our investigation, or the names of those persons who will be called to testify before the committee.

The committee is, of course, grateful for your suggestions and those of the many other concerned citizens who have taken the time to write.

Sincerely,

[Louis Stokes]

LOUIS STOKES  
Chairman
Dear Mr. Sprague:

In response to your letter of January 9, 1978, I have reviewed your proposed article "The CIA Weapon System Used in the Assassination of President Kennedy." It is my opinion that the article is derived from your own sources of information, and contains no information that has come into your possession by virtue of your consulting work with the Committee. Accordingly, your proposed publication of the article does not violate the terms of your non-disclosure agreement. As I am sure you can appreciate, further comment by myself upon the article or its proposed publication would be inappropriate, and consequently I decline to express any review or comment upon it.

Thank you for your continuing cooperation with the Select Committee.

Sincerely,

[G. Robert Blakey]

G. Robert Blakey

GRB:jwc
Mr. Robert Blakey  
Select Committee on Assassinations  
U.S. House of Representatives  
Washington, D.C.  20515  

Dear Bob:

Following our telephone conversation on Tuesday August 1, I checked with Bob Cutler, my co-author on the Umbrella Weapon System article in Gallery June 1978. Bob told me he left with Mr. Preyer and with you, photographic material showing that The Umbrella Man (TUM) was quite probably J. Gordon Novel.

Your news photo of him reinforces that belief for both of us. I did not have that portion of the Couch film from WFAA and so had never seen TUM’s face as clearly as it appears there. The Bothun photo of him has a light reflection around his nose, as I’m sure you know.

We have a 1962-3 photo of Novel taken from the same angle as the Couch, film of TUM and a photo comparison convinces us more than ever that Novel is TUM. Mr. Preyer no doubt told you back in April that Novel is in a jail in Georgia, framed for a crime he and Jim Garrison, his former lawyer, both claim he didn’t commit.

Best regards,

Dick Sprague

DS/mc

P.S. I am still waiting for a response to my letters to Louis Stokes about attending the hearings beginning August 14.

cc: L. Stokes  
R. Cutler