

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF THE UNITED STATES TRADE REPRESENTATIVE
WASHINGTON, D.C. 20508

October 9, 2009

Mr. James Love
Knowledge Ecology International
James.Love@KEIONLINE.ORG

Dear Mr. Love:

This letter is USTR's final response to your Freedom of Information Act request for "1. The names of all persons not employed by the U.S. government who have been given access to documents relating to the position of the U.S. government for the Internet provisions of the Anti-Counterfeiting Trade Agreement; 2. copies of all Non-Disclosure Agreements relating to item 1; 3. copies of all power point slides prepared by the USTR staff over the past six months, describing any aspect of the ACTA negotiation

Please be advised that we have located thirty-three (**33**) documents within the scope of your request. Of those, we are releasing two (**2**) documents in full and thirty-one (**31**) documents in part.

Signatures have been redacted pursuant to U.S.C. §552(b)(6), which pertains to personnel and medical files and similar information where disclosure would constitute an unwarranted invasion of personal privacy.

Inasmuch as this constitutes a complete response to your FOIA request, I am closing your file in this office.

In the event that you are dissatisfied with USTR's determination, you may appeal such a denial, within thirty (30) days, in writing to:

FOIA Appeals Committee
Office of the United States Trade Representative
1724 F Street, N.W.
Washington, DC 20508

Both the letter and the envelope should be clearly marked: "Freedom of Information Act Appeal". In the event you are dissatisfied with the results of any such appeal, judicial review will thereafter be available to you in the United States District Court for the judicial district in which you reside or have your principal place of business, or in the District of Columbia, where we searched for the records you seek.

Mr. James Love
Page 2

Should you have any questions, please feel free to contact the FOIA office at (202) 395-3419.

Sincerely,

A handwritten signature in black ink that reads "Carmen Suro-Bredie". The signature is written in a cursive style with a horizontal line underlining the name.

Carmen Suro-Bredie
Chief FOIA Officer

Case File #09091443

Non-disclosure Agreements

Daniel Dougherty

David Fares

Chris Israel

Janet O'Callaghan

Cameron Gilreath

Alicia Smith

David Sohn

Ryan Triplette

Jeff Lawrence

Matthew Schruers

Maritza Castro

Gigi Sohn

Rashmi Rangnath

Sherwin Siy

Jim Burger

Jonathan Band

Michael Petricone

Veronica O'Connell

Steve Metalitz

Sara Deutch

David Weller

Bob Kruger

Hillary Brill

Brian Bieron

Robert Novick

Bill Patry

Daphne Keller

Johanna Shelton

Lisa Pearlman

Jesse Feder

Emery Simon

Seth Greenstein

Cleared Advisors

Tim Trainor

Jackie Ruff

Mark Bohannon

Tom Thompson

Sandra Aistars

Neil Turkewitz

Anissa Whitten


John Goyer

Stevan Mitchell

Eric Smith

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

1. Daniel Dougherty, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.
2. I understand that I am required to comply with all laws and regulations that govern the handling and disclosure of classified information.
3. I will not disclose classified information to anyone unless: (a) I have verified that the USG has authorized the recipient to receive it; or (b) an authorized official of the USG has notified me in advance that the information is no longer classified and may be disclosed. If I am uncertain about whether particular information is classified, I will not disclose it other than as provided in (a) or (b) above. I understand that if I provide classified information to an unauthorized recipient, or handle classified information in a negligent manner I may cause harm to the national security.
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5. I understand that the USG may seek any remedy available to it to enforce this Agreement, including application for a court order prohibiting disclosure of information in breach of this Agreement.
6. 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, or under the control, of the USG unless and until an authorized official or a final court ruling determines otherwise.
7. I have read this Agreement carefully and have had an opportunity to raise and receive answers to any questions I may have had concerning my responsibilities under this Agreement and applicable law.

SIGNATURE 	DATE 9/29/09	ORGANIZATION eBay Inc.
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CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, David Fares, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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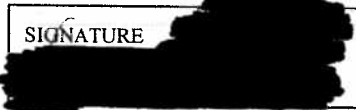
SIGNATURE 	DATE Sept 30, 2009	ORGANIZATION NEWS CORPORATION
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Chris Israel, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 9/23/09	ORGANIZATION PCT Government Relations
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CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Janet O'Callaghan, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 09/23/2009	ORGANIZATION News Corporation
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Cameron Gilreath, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 9/23/09	ORGANIZATION Time Warner
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Alicia Smith, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE Sept 23, 2009	ORGANIZATION sec for Sony Pictures Entertainment
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CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, David Sohn, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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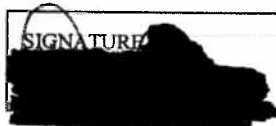
SIGNATURE 	DATE 9/22/09	ORGANIZATION Center for Democracy + Technology
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CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Ryan Triplette, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 9/22/09	ORGANIZATION INTEL CORP.
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CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Jeff Lawrence, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 09/07/09	ORGANIZATION Intel Corporation
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CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Matthew Schruers, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 9.9.2009	ORGANIZATION CCIA
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Maritza Castro, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 9/2/09	ORGANIZATION Dell, Inc.
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CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Gigi Sohn, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 9 / 1 / 09	ORGANIZATION Public Knowledge
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CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Rashmi Rangnath, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 9/1/09	ORGANIZATION PUBLIC KNOWLEDGE
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I, Sherwin Siy, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 9/1/09	ORGANIZATION Public Knowledge
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I, Jim Burger, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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6. 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, or under the control, of the USG unless and until an authorized official or a final court ruling determines otherwise.

7. I have read this Agreement carefully and have had an opportunity to raise and receive answers to any questions I may have had concerning my responsibilities under this Agreement and applicable law.

SIGNATURE 	DATE 8/27/09	ORGANIZATION Counsel for Intel
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Jonathan Band, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

2. I understand that I am required to comply with all laws and regulations that govern the handling and disclosure of classified information.


3. I will not disclose classified information to anyone unless: (a) I have verified that the USG has authorized the recipient to receive it; or (b) an authorized official of the USG has notified me in advance that the information is no longer classified and may be disclosed. If I am uncertain about whether particular information is classified, I will not disclose it other than as provided in (a) or (b) above. I understand that if I provide classified information to an unauthorized recipient, or handle classified information in a negligent manner I may cause harm to the national security.

4. I hereby assign to the USG 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.

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7. I have read this Agreement carefully and have had an opportunity to raise and receive answers to any questions I may have had concerning my responsibilities under this Agreement and applicable law.


SIGNATURE 	DATE 9/1/09	ORGANIZATION Jonathan Band PLLC
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Michael Petricone, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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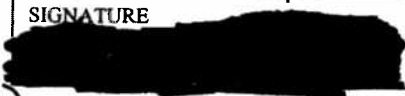
SIGNATURE 	DATE 2/22/19	ORGANIZATION CEA
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Veronica O'Connell, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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7. I have read this Agreement carefully and have had an opportunity to raise and receive answers to any questions I may have had concerning my responsibilities under this Agreement and applicable law.


SIGNATURE 	DATE 8.25.09	ORGANIZATION Consumer Electronics Association
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Steve Metalitz, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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7. I have read this Agreement carefully and have had an opportunity to raise and receive answers to any questions I may have had concerning my responsibilities under this Agreement and applicable law.


SIGNATURE 	DATE 8/20/09	ORGANIZATION Mitchell, Seligson Knupp / IBA
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Sarah Deutch, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.


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SIGNATURE 	DATE 8/17/09	ORGANIZATION Verizon
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

- I, David Weller, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.
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 4. I hereby assign to the USG 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.
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 7. I have read this Agreement carefully and have had an opportunity to raise and receive answers to any questions I may have had concerning my responsibilities under this Agreement and applicable law.

SIGNATURE 	DATE 8/17/9	ORGANIZATION WilmerHale
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Bob Kruger, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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7. I have read this Agreement carefully and have had an opportunity to raise and receive answers to any questions I may have had concerning my responsibilities under this Agreement and applicable law.


SIGNATURE 	DATE 8.13.09	ORGANIZATION CONSULTANT ON BEHALF OF EBAY
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Hillary Brill, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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7. I have read this Agreement carefully and have had an opportunity to raise and receive answers to any questions I may have had concerning my responsibilities under this Agreement and applicable law.


SIGNATURE 	DATE 8/13/09	ORGANIZATION eBay
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Brian Bieron, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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7. I have read this Agreement carefully and have had an opportunity to raise and receive answers to any questions I may have had concerning my responsibilities under this Agreement and applicable law.

SIGNATURE 	DATE Aug 13, 2009	ORGANIZATION eBay Tax.
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Robert Novick, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 8/11/09	ORGANIZATION W. ...
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE

1. Bill Patry, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 8/11/09	ORGANIZATION GOOGLE INC.
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Daphne Keller, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 8-11-09	ORGANIZATION Google Inc.
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Johanna Shelton, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 8/11/09	ORGANIZATION Google Inc.
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Lisa Pearlman, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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SIGNATURE 	DATE 8/11/09	ORGANIZATION Wilmer Hale
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(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

JESSE FEDER

I, Emery Simon, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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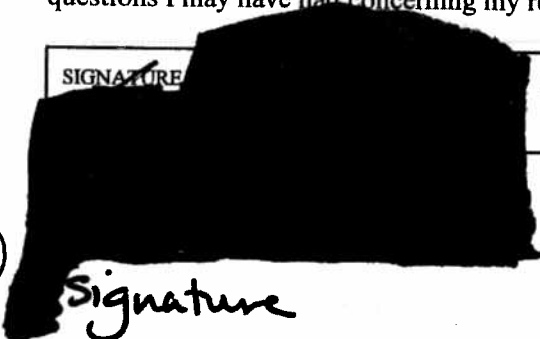
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SIGNATURE	DATE	ORGANIZATION
	8/11/09	BSA

signature

Date

organization

(B)(6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, Seth Greenstein, intending to be legally bound, accept the obligations contained in this Agreement in return for obtaining access to classified information. As used in this Agreement, classified information means information that has been determined under Executive Order 12958 to require protection from disclosure in the interest of national security. Classified information includes information, such as trade agreement negotiating texts, that the United States Government (USG) has provided to or received from another government or an international organization in an expectation that it would be held in confidence.

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7. I have read this Agreement carefully and have had an opportunity to raise and receive answers to any questions I may have had concerning my responsibilities under this Agreement and applicable law.

SIGNATURE 	DATE 9/24/2009	ORGANIZATION CONSTANTINE CANNON LLP for CEA
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(B)(6)

Anti-Counterfeiting Trade Agreement

- Initiative announced October 2007
 - Leadership agreement promoting:
 - High standards of legal provisions
 - Best practices in IP enforcement
 - Improved international coordination
 - U.S., Japan, EU, Mexico, Switzerland, Korea, Australia, Canada, others
 - Negotiations ongoing
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