



PS:fmv
A-553/1

U.S. Department of Justice

*United States Attorney
Southern District of New York*

*One Saint Andrew's Plaza
New York, New York 10007*

It is hereby agreed by the undersigned parties that if Juval Aviv ("Aviv") (A) discloses to the satisfaction of the United States Secret Service (i) all information in his possession concerning threats to the President of the United States and any other threats to the national security; (ii) the source(s) of such information; and (iii) his bases for believing that such information is, or is not, reliable, and (B) takes and passes a polygraph examination on this day, then the following conditions will obtain:

1. No Grand Jury subpoena or any other Federal witness subpoena will issue calling for Aviv's testimony on the matters set forth above in A(i)-A(iii).
2. No prosecution will be mounted against Aviv for any activity related to the matters set forth above in A(i)-A(iii), nor will any statements made by Aviv be used against him in any proceeding.
3. Aviv's identity as an intelligence source will be fully protected.
4. All future contact with Aviv will be through his counsel.
5. No information will be sought from Aviv as to the details of his prior military and intelligence service for the State of Israel, all of which is deemed immaterial; and no information will be sought which may tend to incriminate Aviv under the security laws and regulations of the State of Israel.



U.S. Department of Justice

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United States Attorney
Southern District of New York

One Saint Andrew's Plaza
New York, New York 10007

It is hereby agreed by the undersigned parties that if JUVAL AVIV (hereinafter "the Source") takes and passes a polygraph examination on this day in the presence of an examiner from the Federal Bureau of Investigation and the United States Secret Service, then the following conditions will obtain:

1. No Grand Jury subpoena will issue calling for the Source's testimony on the subject matter of the polygraph examination.
2. No prosecution will be mounted by this Office against the Source for any activity related to the subject matter of the polygraph examination.
3. The Source's identity will be fully protected.
4. The results of the polygraph examination will not be used in any legal proceeding.
5. All future contact with the Source will be through his counsel.

4/24/53

PAUL SHECHTMAN
Assistant United States Attorney

SOURCE JUVAL AVIV

Counsel for SOURCE
DANIEL ATAROT

Witnessed and Agreed To on Behalf of the FBI This 30th
Day of November, 1953

Special Agent, New York FBI

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6. Moreover, it is understood that Aviv's attorney-client privilege has not been waived during the course of his dealings with agencies of the United States Government.

DATED:

December 9, 1983



PAUL SHECHTMAN
Assistant United States Attorney



JUVAL AVIV



DANIEL AHARONI,
Counsel for Juval Aviv

Juval Aviv has satisfied this agreement.



United States Secret Service

AGREEMENT

Agreement between the United States of America, hereinafter called the Government, and JUVAL AVIV, residing at Suite 1006, 575 Madison Avenue, New York, NY 10022.

WHEREAS, JUVAL AVIV is willing to assist the Internal Revenue Service in the investigation of violations of the Federal Tax laws and/or of Title 31 of the United States Code, and,

WHEREAS, JUVAL AVIV desires to remain anonymous and further desires that in the event that his identity becomes known that he be indemnified if he becomes liable for any monetary award or damages and incurs legal expenses for his defense in any civil suit against him brought as a result of actions taken by him at the direction and with the approval of the Internal Revenue Service for the purpose of assisting it in any such investigations, and,

WHEREAS, the Internal Revenue Service is willing to enter into an agreement with JUVAL AVIV and hereby agrees to indemnify and reimburse JUVAL AVIV for damages, and reasonable attorneys' fees and other expenses incurred in defending against claims or suits brought by third persons against JUVAL AVIV which may arise out of JUVAL AVIV's compliance with the requests of the Internal Revenue Service or its authorized representatives in accordance with this agreement.

WHEREFORE, the District Director, as a duly authorized representative of the Internal Revenue Service and JUVAL AVIV agree that the following agreement is hereby entered into:

1. JUVAL AVIV will make himself available to assist agents of the Criminal Investigation Division of the Internal Revenue Service in any investigations undertaken by them for such periods of time and at such locations as may be reasonably required by the Internal Revenue Service for the conduct of such investigations.

2. The maximum amount that JUVAL AVIV may be indemnified and reimbursed for damages, attorneys' fees and other expenses under this agreement is \$500,000.

3. The Government shall not be liable for indemnification or reimbursement of any such damages, fees or expenses if the claim or litigation results from willful misconduct or lack of good faith on the part of JUVAL AVIV.

4. No payment shall be made by the Government under this clause unless the amount thereof shall first have been determined to be just and reasonable by the Service.

5. JUVAL AVIV shall give the Service immediate notice of any suit or action filed or any claim made against JUVAL AVIV arising out of his compliance with the above-mentioned request of the Service or its authorized representatives, and shall give the Service prompt notice of any fees, damages and expenses which may be reimbursable under the provisions of this agreement, and shall immediately furnish the Service with copies of all pertinent papers received.

6. Payment under this agreement will not entail expenditures which exceed appropriations available at the time the damages, fees and expenses covered hereunder are incurred, and if appropriations are not available, nothing in this agreement may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet deficiencies in appropriations to allow reimbursement for damages, fees and other expenses under the terms of this agreement.

7. For the purposes of this agreement, the terms "District Director" and "Criminal Investigation Division" mean the District Director and Criminal Investigation Division of the Newark (New Jersey) District of the Internal Revenue Service and their duly authorized representatives.

8. Nothing in this agreement shall be construed as creating any employment relationship between JUVAL AVIV and the Internal Revenue Service and the Internal Revenue Service shall have no liability to JUVAL AVIV or any other person under provisions of the Federal Tort Claims Act, Federal Employees Compensation Act or any other similar provision of the United States Code.

9. This agreement is binding upon the successors, assigns and heirs of all parties.

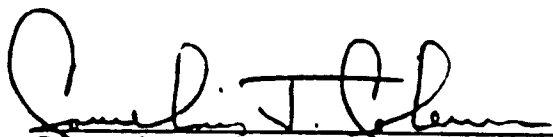
10. This agreement constitutes the entire agreement between the parties hereto and any modification to this agreement (or any part thereof) must be in writing and signed by the party against whom such modification is being asserted.

DATED

4/24/84


Internal Revenue Service

By:


District Director
Newark District

5/7/84

AGREEMENT

Agreement between the United States of America, hereinafter called the Government, and CI 22015, residing in New York.

WHEREAS, CI 22015 is willing to assist the Internal Revenue Service in the investigation of violations of the Federal tax laws and/or of Title 31 of the United States Code, and,

WHEREAS, CI 22015 desires to remain anonymous and further desires that in the event that his identity becomes known that he be indemnified if he becomes liable for any monetary award or damages and incurs legal expenses for his defense in any civil suit against him brought as a result of actions taken by him at the direction and with the approval of the Internal Revenue Service for the purpose of assisting it in any such investigations, and,

WHEREAS, the Internal Revenue Service is willing to enter into an agreement with CI 22015 and hereby agrees to indemnify and reimburse CI 22015 for damages, and reasonable attorney's fees and other expenses incurred in defending against claims or suits brought by third persons against CI 22015 which may arise out of CI 22015's compliance with the requests of the Internal Revenue Service or its authorized representatives in accordance with this agreement.

WHEREFORE, the District Director, as a duly authorized representative of the Internal Revenue Service, and CI 22015 agree that the following agreement is hereby entered into:

1. CI 22015 will make himself available to assist agents of the Criminal Investigation Division of the Internal Revenue Service in any investigations undertaken by them for such periods of time and at such locations as may be reasonably required by the Internal Revenue Service for the conduct of such investigations.
2. The maximum amount that CI 22015 may be indemnified and reimbursed for damages, attorney's fees and other expenses under this agreement and any other similar agreements now existing shall not exceed \$500,000.00.
3. The Government shall not be liable for indemnification or reimbursement of any such damages, fees or expenses if the claim or litigation results from willful misconduct or lack of good faith on the part of CI 22015.
4. No payment shall be made by the Government under this clause unless the amount thereof shall first have been determined to be just and reasonable by the Service.
5. CI 22015 shall give the Service immediate notice of any suit or action filed or any claim made against CI 22015 arising out of his compliance with the above-mentioned request of the Service or its authorized representatives, and shall give the Service prompt notice of any fees, damages and expenses which may be reimbursable under the provisions of this agreement, and shall immediately furnish the Service with copies of all pertinent papers received.

6. Payment under this agreement will not entail expenditures which exceed appropriations available at the time the damages, fees and expenses covered hereunder are incurred, and if appropriations are not available, nothing in this agreement may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet deficiencies in appropriations to allow reimbursement for damages, fees and other expenses under the terms of this agreement.

7. For the purposes of this agreement, the terms "District Director" and "Criminal Investigation Division" mean the District Director and Criminal Investigation Division of the Baltimore District of the Internal Revenue Service and their duly authorized representatives.

8. Nothing in this agreement shall be construed as creating any employment relationship between CI 22015 and the Internal Revenue Service and the Internal Revenue Service shall have no liability to CI 22015 or any other person under provisions of the Federal Tort Claims Act, Federal Employees Compensation Act or any other similar provision of the United States Code.

9. This agreement is binding upon the successors, assigns and heirs of all parties.

10. This agreement constitutes the entire agreement between the parties hereto and any modification to this agreement (or any part thereof) must be in writing and signed by the party against whom such modification is being asserted.

DATED:

9/12/85



Internal Revenue Service

BY:


District Director
Baltimore District