

# **Exhibit A**

THE WHITE HOUSE

WASHINGTON

GRATUITOUS SERVICES AGREEMENT

I, Stephanie Winston Wolkoff, recognize the importance and sensitivity of my volunteer role as a trusted advisor to Mrs. Melania Trump, the First Lady of the United States (FLOTUS). My duties as a volunteer are limited to providing advice and guidance on initiatives for FLOTUS as set forth herein. In providing gratuitous services to The White House Office of the First Lady (OFL) and FLOTUS, I hereby understand, acknowledge, and agree to the following:

- I. Between the date of execution of this Agreement and September 30, 2018, I shall assist with providing advice and guidance on initiatives for FLOTUS as requested by her. These services shall include advice with regard to policy initiatives, speeches to be given by FLOTUS and FLOTUS' social media presence. I shall also interact with third parties, outside groups and the media only as explicitly authorized by OFL and conditioned upon my explicit clarification that I am speaking solely as a "trusted advisor" or "long-time friend" and that I am not speaking on behalf of FLOTUS, OFL, The White House, or the U.S. Government. I am providing these services without the expectation of receiving any compensation from FLOTUS, OFL, The White House, or the U.S. Government. Further, I will not make any claim for compensation, now or hereafter, in connection with my volunteer role under this Gratuitous Services Agreement.
- II. I am not an employee of the Federal government, for any purpose, other than with respect to tort claims and injury compensation, and accordingly may not bind the U.S. Government to any agreement. I shall not sign any document on behalf of, or act as a representative of, the U.S. Government. If I am approached about, or solicited to enter into, any such agreement between the U.S. Government and any third party, I shall forward the proposed agreement to FLOTUS, the Chief of Staff to the First Lady, the Office of the White House Counsel, or another Federal employee identified by OFL, for action.
- III. My gratuitous service is not creditable for leave accrual or any other employee benefits from FLOTUS, OFL, or the U.S. Government.
- IV. A successful reference check, background investigation, criminal history inquiry, and/or income tax check will be a prerequisite to being cleared to provide these gratuitous services.
- V. I understand that I may have access to nonpublic, privileged and/or confidential information in the course of performing my gratuitous services. I hereby agree that I will protect from inadvertent or intentional release or unauthorized disclosure any and all information furnished to me by the Government under this Agreement, information about the First Family, or other information about which I may become aware during the course of performance. I acknowledge that I am specifically prohibited from publishing.

reproducing or otherwise divulging any such information to any unauthorized person or entity in whole or in part. I further acknowledge that, while this information is in my possession, I shall take all reasonable measures to protect it from unauthorized disclosure and to restrict access to those who have a bona fide requirement for such access.

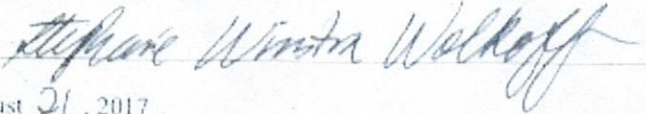
Requests included within this paragraph include, but are not limited to, Freedom of Information Act (FOIA) requests, Congressional requests, and litigation-related requests. I will direct all questions about the sensitivity of any such information or any other issue concerning disclosure of information to the Office of White House Counsel. These provisions are consistent with and do not supersede, conflict with, or otherwise alter my obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

- VI. I shall take affirmative measures to protect the confidentiality of the aforementioned information, and to notify the Office of White House Counsel in writing as soon as practicable if I determine, or have reason to suspect, a breach of this requirement has occurred (e.g., my personal or government assets have been breached or hacked).
- VII. I shall not disclose the contents of this Agreement, or my work with FLOTUS and OFL, to any person or entity to whom disclosure has not been authorized in writing by FLOTUS, the Chief of Staff to the First Lady or the Office of the White House Counsel. I agree to notify the Office of the White House Counsel should I receive a request from a third party for information related to this Agreement.
- VIII. All materials, documents, data, or information conveyed to me in the course of performing gratuitous services are Government property. I will not duplicate, remove from The White House complex, or take any such materials or information without duly authorized written permission of the Chief of Staff to the First Lady or the Office of the White House Counsel. I acknowledge that any unauthorized duplication, removal, or other appropriation of materials or information may subject me to criminal liability.
- IX. Any OFL approved travel shall be coordinated with the Executive Office of the President (EOP) Travel Office. All travel, to include airfare, transportation, lodging, meals and incidentals, shall be in accordance with the Federal Travel Regulation. Any costs that exceed those authorized by the Federal Travel Regulation shall be my sole responsibility. Reimbursement requests must be supported by detailed invoices. Local government transportation is only authorized on a space available basis.

- X. In consideration for being allowed access to The White House complex and equipment in connection with this Agreement, I agree to release and hold harmless the United States of America, its members, employees, and agents, whether acting officially or unofficially, from any and all claims, demands, actions or causes of action for damages, costs, loss of service, expenses, or compensation for or on account of any damage, loss, or injury which may be sustained to me, or others within my custody, and arising out of or incidental to my presence.
- XI. I understand and agree that I may not use or reference my gratuitous services in any context, manner, or media (including social media) now or hereafter which may be perceived as an endorsement by OFL, The White House, or the U.S. Government. I shall not use or reference my gratuitous services in connection with any merchandising or other commercial activity. I shall not issue or publish any publicity materials or statements, including those made through the press or social media, about my gratuitous services to FLOTUS without express authorization from OFL. I shall clear all materials and statements with the First Lady's Chief of Staff and FLOTUS prior to public dissemination, and shall abide by EOP's Ethics and Social Media Policies.
- XII. I shall comply with all White House policies and EOP directives, policies and guidance that govern White House volunteers while providing gratuitous services to FLOTUS.
- XIII. In consideration of being allowed access to The White House communications and email systems under this Agreement, I shall be responsible for properly protecting all information used, gathered, or developed on those systems as a result of this Agreement. I shall implement procedures that ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of all sensitive information and data.
- XIV. I shall not use my gratuitous services to obtain benefits for myself or others that are not available to the general public.
- XV. I shall not work on matters that could directly affect my financial interests, or those of my family, or those of any organization or entity with which I am affiliated or have a "covered relationship" as defined by 5 C.F.R. § 2635.502.
- XVI. I shall comply with all State and Federal laws and regulations while providing gratuitous services to FLOTUS under this Agreement.
- XVII. Any violation of any provision contained herein shall result in the immediate termination of this Agreement.
- XVIII. This Agreement may also be discontinued at any time and for any reason by myself or at the sole discretion of FLOTUS.

I, Stephanie Winston Wolkoff, will provide gratuitous services described above to OFL beginning the date entered below.

Name: Stephanie Winston Wolkoff

Signature: 

Date: August 21, 2017

Approved By:

Name: Althea A. Kireilis, Contracting Officer, United States of America

Signature: 

Date: August 22, 2017