



Rod Underhill, District Attorney

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Proffer Agreement: State v. _____; DA# _____

Dear Counsel:

Your client has information that may be of assistance in the investigation and prosecution of another person or persons for criminal activities. You indicate that your client is willing to provide truthful and complete information and cooperate in the investigation of those activities in return for potential sentencing concessions from the prosecution in your client's pending case noted above. Because the Multnomah County District Attorney's Office (MCDA) must first evaluate whether your client is prepared to be entirely truthful and cooperative, it is necessary for your client to proffer information to criminal investigators which discloses the nature and scope of the criminal activities of others, including the extent of your client's own involvement in those activities. Assuming that your client is willing to provide a proffer of such information, the proffer must be accomplished pursuant to ground rules that are set forth herein. This agreement governs only the use of and protections for information provided by your client to the MCDA. It does not bind any other state, federal, or local prosecuting, administrative, or regulatory authority in the independent exercise of their authority. Under no circumstance will participation in this debriefing confer immunity of any kind upon your client for any crime your client may have committed.

1. **Purpose:** The purpose of your client making a proffer is to provide the MCDA with an opportunity to assess the value, extent, and truthfulness of your client's information about the criminal liability of the client and others.
2. **Truth:** Your client's proffer must be completely truthful with no intentional and/or material misstatements or omissions of fact. Such proffer includes producing any and all documents, records, writings, tangible objects, electronically stored materials, account numbers, access codes and any other requested information, evidence or form of access within your client's possession or control which, in the state's view, relate to the criminal activity under investigation.
3. **Reporting:** At the MCDA's option, the proffer interview may be documented. This will include but may not be limited to a formal report that will be written and retained by an involved law enforcement agency and/or the office of the MCDA.

4. **Verification**: Your client agrees to cooperate with any efforts and requests by the MCDA to verify that the client's information is truthful and complete.
5. **No Disclosure of Cooperation**: Your client agrees not to reveal this debriefing, cooperation, or any information about this investigation or prosecution to anyone without the prior written consent of the MCDA.
6. **No Promises**: While your client may hope to receive some benefit by cooperating with the MCDA, your client expressly understands that the MCDA is making no promise of any consideration now or in the future. Your client further understands that providing a proffer does not obligate the MCDA to negotiate any terms or make any concessions to your client. If the MCDA, in its sole judgment and discretion, concludes that your client's proffer is complete and truthful, the MCDA may choose to offer your client terms for future cooperation in the investigation and prosecution of others.
7. **No Direct Use**: Except as outlined herein, the MCDA agrees that statements or information contained in your client's proffer made after signing this agreement may not be used in the MCDA's case-in-chief against your client should a trial be held for any charges pending or later filed in the course of this investigation. The protections for your client under this agreement do not extend to crimes of violence except for crimes now indicted against your client under the above case number or unless specifically noted herein.