

**Group A**

**FOIA/PA NO: 2015-0127**

**RECORDS BEING RELEASED IN THEIR ENTIRETY**

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## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

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AN AGREEMENT BETWEEN

AND THE UNITED STATES

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*(Name of Individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government 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.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. 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 of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

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

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee 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.

*(Continue on reverse.)*

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11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE	DATE	SOCIAL SECURITY NUMBER (See Notice below)
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ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE	DATE	SIGNATURE	DATE
NAME AND ADDRESS (Type or print)		NAME AND ADDRESS (Type or print)	

**SECURITY DEBRIEFING ACKNOWLEDGEMENT**

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

**PRIVACY ACT STATEMENT**  
**NRC FORM 136**  
**"SECURITY TERMINATION STATEMENT"**

Pursuant to 5 U.S.C. 552a(e)(3), enacted into law by Section 3 of the Privacy Act of 1974 (Public Law 93-579), the following statement is furnished to individuals who supply information to the U.S. Nuclear Regulatory Commission (NRC) on NRC Form 136. This information is maintained in a system of records designated as NRC-39 and described at 77 Federal Register 67231 (November 8, 2012), or the most recent Federal Register publication of the NRC's "Republication of Systems of Records Notices" that is located in the NRCs Agencywide Documents Access and Management System (ADAMS).

1. **AUTHORITY:** 42 U.S.C. 2011 *et seq.*; 42 U.S.C. 2165, 2201(i); 2201a, and 2284; 42 U.S.C. 5801 *et seq.*; Executive Order (E.O.) 9397; as amended by E.O. 13478; E.O. 10450, as amended; E.O. 10865, as amended; E.O. 12958, as amended by E.O. 13256; E.O. 13467; E.O. 13526; 10 CFR Parts 10, 11, 14, 25, 50, 73, 95; OMB Circular No. A-130, Revised; 5 CFR 731, 732, and authorities cited therein.
2. **PRINCIPAL PURPOSE(S):** An individual's signature on this form initiates action to terminate his/her access authorization and indicates an individual's acknowledgment/acceptance of continuing responsibilities following the termination of their access authorization and/or employment for the protection of classified and sensitive unclassified information that individual had access to in the course of performing official duties.
3. **ROUTINE USE(S):** Information may be used on a need-to-know basis by NRC officials, Hearing Examiners, Personnel Security Review Panel members, OPM, CIA and other Federal agencies to determine/certify clearance or access authorization; to determine eligibility for access to NRC buildings or access to Federal automated information systems or data; to maintain the NRC personnel security program; and to provide licensees criminal history information needed for their unescorted access or access to safeguards information determinations. Information may be disclosed in accordance with any of the Routine Uses listed in the Prefatory Statement of General Routine Uses, including to an appropriate Federal, State, local or Foreign agency in the event the information indicates a violation or potential violation of law and in the course of an administrative or judicial proceeding. In addition, this information may be transferred to an appropriate Federal, State, local and Foreign agency to the extent relevant and necessary for an NRC decision about you or to the extent relevant and necessary for that agency's decision about you. Information may also be disclosed, in the course of discovery under a protective order issued by a court of competent jurisdiction, and in presenting evidence, to a Congressional office to respond to their inquiry made at your request, or to NRC-paid experts, consultants, and others under contract with the NRC, on a need-to-know basis.
4. **WHETHER DISCLOSURE IS MANDATORY OR VOLUNTARY AND EFFECT ON INDIVIDUAL OF NOT PROVIDING INFORMATION:** It is voluntary that you furnish the requested information. However, non-receipt of this signed form may result in a failure to terminate an individual's access authorization.
5. **SYSTEM MANAGER(S) AND ADDRESS:** Director, Division of Facilities and Security, Office of Administration, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.



## SECURITY TERMINATION STATEMENT

Estimated burden per response to comply with this mandatory information collection request: 6 minutes. This submittal is used by NRC to initiate termination of access authorization. Send comments regarding burden estimate to the FOIA, Privacy, and Information Collections Branch (T-5 F53), U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001, or by internet e-mail to [Infocollects.Resource@nrc.gov](mailto:Infocollects.Resource@nrc.gov), and to the Desk Officer, Office of Information and Regulatory Affairs, NEOB-10202, (3150-0049), Office of Management and Budget, Washington, DC 20503. If a means used to impose an information collection does not display a currently valid OMB control number, the NRC may not conduct or sponsor, and a person is not required to respond to, the information collection.

NAME (Print full name, include all other names used)

EMPLOYER

SOCIAL SECURITY NUMBER (Last 4 digits, to be completed by Personnel Security Branch)

EFFECTIVE DATE OF TERMINATION

**I make the following statement in connection with the termination of my access authorization granted by, or pending with, the U.S. Nuclear Regulatory Commission (NRC):**

- 1. I shall not unlawfully reveal to any person any National Security Information, Restricted Data, or other classified information, or unclassified Safeguards Information of which I may have gained knowledge except as authorized by law, regulations of the NRC, or in writing by officials of the NRC empowered to grant permission for such disclosure.**
- 2. I am aware that the Atomic Energy Act of 1954, as amended, and U.S. Code, Title 18, "Crimes and Criminal Procedures," prescribe penalties for unauthorized disclosure of Restricted Data, Formerly Restricted Data, Safeguards Information, and other information relating to the national defense.**
- 3. I am aware that, unless and until I am released in writing by an authorized representative of the U.S. Government, all conditions and obligations imposed upon me by virtue of my having executed SF 189, "Classified Information Nondisclosure Agreement," or SF 312 of the same title, remain in full force and effect.**
- 4. I am aware that I may be liable for damages if I reveal to any unauthorized person sensitive unclassified information (e.g., privacy information, proprietary information) of which I have gained knowledge as a result of my employment, affiliation with NRC.**
- 5. I have destroyed, in accordance with NRC security regulations or transferred to persons designated by the NRC, all classified and/or sensitive unclassified information which I may have had in my possession.**
- 6. I am aware that I may be subject to criminal penalties if I have made any statement of material facts knowing that such statement is false or if I willfully conceal any material fact (Title 18, U.S. Code, Section 1001).**

SIGNATURE -- PERSON CONDUCTING BRIEFING

SIGNATURE -- PERSON EXECUTING THIS FORM

EMPLOYER OF PERSON CONDUCTING BRIEFING AND TITLE OF POSITION HELD

DATE AND PLACE WHERE SIGNED





CLASSIFICATION LEVEL

<b>SECURITY CONTAINER INFORMATION</b> <b>INSTRUCTIONS</b> 1. Complete Part 1 and Part 2A (on end of flap). 2. Detach Part 1 and attach to the inside of the control drawer of the security container. 3. Mark Parts 2 and 2A with the highest classification level stored in this security container. 4. Detach Part 2A, insert in envelope (Part 2) and seal. 5. See Privacy Act Statement on reverse.	1. AREA OR POST <i>(if required)</i>	2. BUILDING <i>(if required)</i>	3. ROOM NO.
	4. ACTIVITY (Division, Branch, Section or Office)		5. CONTAINER NO.
	6. MFG. & CLASS OF CONTAINER	7. MFG. & LOCK MODEL	8. SERIAL NO. OF LOCK
	9. DATE COMBINATION CHANGED		
11. <i>Immediately notify one of the following persons, if this container is found open and unattended.</i>			
EMPLOYEE NAME	HOME ADDRESS	HOME PHONE	

1. ATTACH TO INSIDE OF SECURITY CONTAINER      700-102      STANDARD FORM 700 (REV. 4-01)  
 NSN 7540-01-214-5372      Prescribed by NARA/ISOO  
 32 CFR 2003

WARNING  
 WHEN COMBINATION ON PART 2A IS ENCLOSED, THIS ENVELOPE MUST BE SAFEGUARDED IN ACCORDANCE WITH APPROPRIATE SECURITY REQUIREMENTS.

DETACH HERE

CLASSIFICATION LEVEL

SECURITY CONTAINER NUMBER

COMBINATION

\_\_\_\_\_ turns to the (Right) (Left) stop at \_\_\_\_\_  
 \_\_\_\_\_ turns to the (Right) (Left) stop at \_\_\_\_\_  
 \_\_\_\_\_ turns to the (Right) (Left) stop at \_\_\_\_\_  
 \_\_\_\_\_ turns to the (Right) (Left) stop at \_\_\_\_\_

WARNING

THIS COPY CONTAINS CLASSIFIED INFORMATION WHEN COMBINATION IS ENTERED.  
 UNCLASSIFIED UPON CHANGE OF COMBINATION.

2A. INSERT IN ENVELOPE      SF 700 (REV. 4-01)  
 Prescribed by NARA/ISOO  
 32 CFR 2003

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