

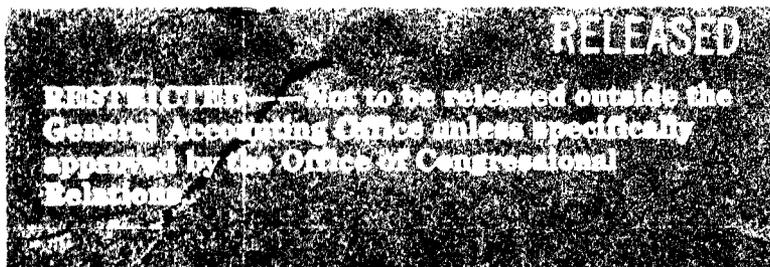
GAO

Fact Sheet for the Chairman,
Legislation and National Security
Subcommittee, Committee on
Government Operations

January 1991

INFORMATION SECURITY

Federal Agency Use of Nondisclosure Agreements



National Security and
International Affairs Division

B-215075

January 18, 1991

The Honorable John Conyers, Jr.
Chairman, Legislation and National
Security Subcommittee
Committee on Government Operations
House of Representatives

Dear Mr. Chairman:

As you requested, we reviewed federal agencies' implementation of classified information nondisclosure agreements, including Standard Form 312 and Form 4355, and prepublication reviews of employee manuscripts and other submissions that might contain classified information. Specifically, we obtained data on (1) the number and the cost of nondisclosure agreements executed by federal and contractor employees, (2) the number and the cost of prepublication reviews performed by federal agencies, and (3) the expenditures made by the Information Security Oversight Office to implement Standard Form 312.

Background

Nondisclosure agreements, which are intended to protect the United States against unauthorized disclosure of classified national security information, have been in existence for many years. Their use did not become policy until 1983, when the President issued National Security Decision Directive 84, which, among its requirements, directed the Information Security Oversight Office to develop standardized agreements.

Executive Order 12356, effective August 1, 1982, prescribed a uniform system for classifying, declassifying, and safeguarding national security information. It recognizes that it is essential that the public be informed of the activities of its government, but that the interest of the United States and its citizens require that certain national defense and foreign relations information be protected against unauthorized disclosure. The executive order assigns the Director, Information Security Oversight Office, responsibility for developing governmentwide directives for implementing the order.

Classified information nondisclosure agreements have long been a source of controversy. Their use has raised complex questions about such issues as the President's ability to protect national security information, the Congress' ability to obtain the information it needs to oversee federal agencies, and an individual's right to free speech. Use of

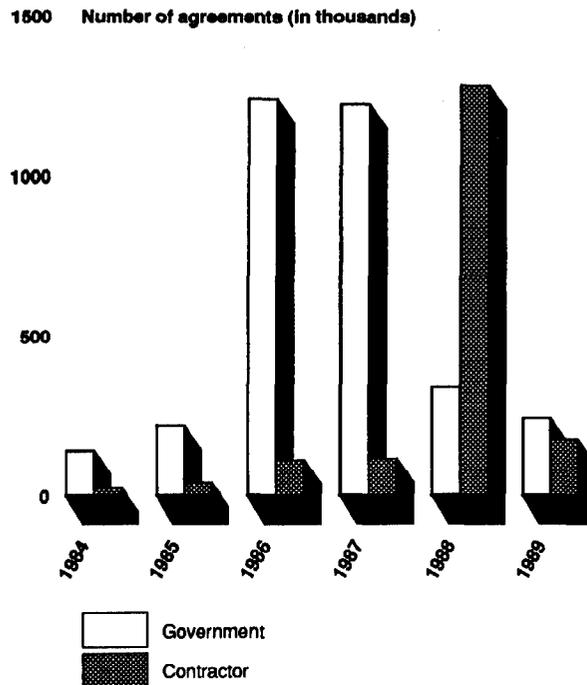
these agreements has been restricted by the Congress through legislation and challenged by Members of Congress and unions representing government employees in courts of law. In a recent case, a United States District Court generally sustained the government's use of nondisclosure agreements for federal employees with access to classified information. It also, however, found unconstitutional nondisclosure forms whose prohibitions were overly broad.

Results in Brief

Of the 54 federal agencies that received your questionnaire, 48 responded that government and contractor employees signed about 144,000 and 98,000 nondisclosure agreements, respectively, between October 1, 1989, and March 31, 1990. According to the agencies, their costs to implement the signing of these agreements during this 6-month period were about \$433,000 for government employees and about \$12,000 for contractor employees.

The 48 agencies reported that government and contractor employees signed about 338,000 and 1,279,000 nondisclosure agreements, respectively, during 1988. They reported that government employees signed about 241,000 agreements and contractor employees signed about 176,000 agreements in 1989. The total number of nondisclosure agreements signed between 1984 and 1989 is shown in figure 1.

Figure 1: Number of Nondisclosure Agreements Signed Annually, 1984-1989



The dramatic increases in nondisclosure agreements signed by government employees in 1986 and 1987, and by contractor employees in 1988 were the result of efforts to meet December 31, 1987 and 1988 deadlines for having all employees requiring access to classified information to sign the agreements. These deadlines were established by the Information Security Oversight Office in December 1984.

The 48 agencies reported that they conducted about 10,000 prepublication reviews during the 6-month period at a cost of about \$750,000.

The Information Security Oversight Office estimated that it spent about \$402,000 to implement the Standard Form 312 from the form's inception in June 1988 through mid-October 1990. Of this amount, about \$276,000 was for the salaries of Oversight Office employees who worked on the form and about \$126,000 was for developing, printing, publishing, duplicating, and distributing training aids for implementing the form.

Scope and Methodology

We compiled the results of a questionnaire on classified information nondisclosure agreements and prepublication review activities that you sent to 54 agencies that handle classified information. The resulting information includes actual figures, as well as estimates where actual data were not available, from the 48 agencies that responded. We did not verify the information reported by the agencies. We also obtained information on the Information Security Oversight Office's expenditures to implement the Standard Form 312.

As you requested, we did not obtain agency comments on this fact sheet.

Unless you publicly announce its contents earlier, we plan no further distribution of this fact sheet until 30 days from its issue date. At that time, we will send copies to all agencies that provided information. Copies will also be made available to others on request.

Appendix I lists the questionnaire recipients, appendix II provides a more detailed discussion of nondisclosure agreements; appendix III provides more details on agencies' responses to your questionnaire; and appendix IV, as you requested, provides examples of nondisclosure agreement forms. An agency by agency breakdown of all data reported will be provided in a separate report.

This fact sheet was prepared under the direction of Victor Zangla, Assistant Director, Logistics Issues; Donald H. Lentz, Evaluator-in-Charge, Logistics Issues; and Irving T. Boker, Adviser, Logistics Issues. Please contact me on (202) 275-8412 if you or your staff have any questions.

Sincerely yours,



Donna M. Heivilin
Director, Logistics Issues

Contents

Letter		1
Appendix I		8
Questionnaire Recipients	Recipients Responding to the Questionnaire	8
	Recipients Not Responding to the Questionnaire	9
Appendix II		10
The Use of Nondisclosure Agreements		
Appendix III		14
Responses to Questionnaire	Question 1	14
	Question 2	17
	Question 3	18
	Question 4	19
	Question 5	20
Appendix IV		22
Sample Nondisclosure Agreement Forms	Standard Form 312	22
	Form 4355	24
	DD Form 1847-1	26
	NSA Form 6-170	28
	NSA Form 6-170B	30
	Addendum to Standard Form 312 and Form 4355	32
Tables		
	Table III.1: Nondisclosure Agreements Signed by Federal and Contractor Employees	15
	Table III.2: Nondisclosure Agreements Administered by Each Agency From October 1989 Through March 1990	16
	Table III.3: Agency Costs to Implement, Administer, and Execute Nondisclosure Agreements	17
	Table III.4: Agency Costs to Implement Nondisclosure Agreements From October 1989 Through March 1990	18
	Table III.5: Reasons for Prepublication Review	19
	Table III.6: Costs of Prepublication Reviews by Type of Material	20

Table III.7: Nondisclosure Agreements Signed by Federal and Contractor Employees in 1988 and 1989	20
--	----

Figures

Figure 1: Number of Nondisclosure Agreements Signed Annually, 1984-1989	3
--	---

Abbreviations

SCI Sensitive Compartmented Information

Questionnaire Recipients

Recipients Responding to the Questionnaire

Agency for International Development (AID)
Arms Control and Disarmament Agency (ACDA)
Board for International Broadcasting (BFIB)
Central Intelligence Agency (CIA)
Department of Agriculture (USDA)
Department of Commerce (Commerce)
Department of Defense (DOD)
Department of Education (ED)
Department of Energy (DOE)
Department of Health and Human Services (HHS)
Department of Housing and Urban Development (HUD)
Department of Interior (Interior)
Department of Justice (Justice)
Department of Labor (Labor)
Department of State (State)
Department of Transportation (DOT)
Department of Treasury (Treasury)
Department of Veterans Affairs (VA)
Environmental Protection Agency (EPA)
Export-Import Bank (EXIMBANK)
Farm Credit Administration (FCA)
Federal Bureau of Investigation (FBI)
Federal Communications Commission (FCC)
Federal Emergency Management Agency (FEMA)
Federal Maritime Commission (FMC)
Federal Reserve System (FRS)
General Services Administration (GSA)
Immigration and Naturalization Service (INS)
International Trade Commission (ITC)
Interstate Commerce Commission (ICC)
Marine Mammal Commission (MMC)
Merit Systems Protection Board (MSPB)
National Aeronautics and Space Administration (NASA)
National Archives and Records Administration (NARA)
National Science Foundation (NSF)
Nuclear Regulatory Commission (NRC)
Office of Management and Budget (OMB)
Office of Personnel Management (OPM)
Office of Thrift Supervision (OTS)
Overseas Private Investment Corporation (OPIC)
Peace Corps (PC)
Securities and Exchange Commission (SEC)
Selective Service System (SSS)

Appendix I
Questionnaire Recipients

Small Business Administration (SBA)
Tennessee Valley Authority (TVA)
U.S. Information Agency (USIA)
U.S. Postal Service (USPS)
U.S. Trade Representative (USTR)

**Recipients Not
Responding to the
Questionnaire**

Council of Economic Advisers (CEA)
Executive Office of the President (EOP)
National Security Council (NSC)
Office of Science and Technology Policy (OSTP)
President's Foreign Intelligence Advisory Board (PFIAB)
President's Intelligence Oversight Board (PIOB)

The Use of Nondisclosure Agreements

Nondisclosure agreements are intended to protect the United States against unauthorized disclosure of classified national security information. The agreements are to be in a form determined by the Justice Department to be enforceable in a civil action brought by the United States in a court of law. All government and contractor employees are required to sign a nondisclosure agreement as a condition of access to classified information. Nondisclosure agreements have been in use for many years; however, the President did not make them a formal policy until March 1983, when he issued National Security Decision Directive 84.

National Security Decision Directive 84 requires each executive branch agency that originates or handles classified information to adopt internal procedures to safeguard against unlawful disclosure of classified information. At a minimum, these agencies should require each person with authorized access to (1) classified information to sign a nondisclosure agreement as a condition of access and (2) Sensitive Compartmented Information (SCI)¹ to sign a nondisclosure agreement with a prepublication review provision as a condition of access to SCI.

The directive also requires the Information Security Oversight Office to develop standardized nondisclosure agreements.

Various agencies use different nondisclosure forms. In response to the 1983 directive, the Oversight Office issued Standard Form 189 in September 1983 for use by government employees and Standard Form 189-A in November 1986 for use by contractor employees. The Director, Central Intelligence adopted the agency's existing Form 4193, which had been in use since 1981, as the nondisclosure agreement for persons with authorized access to SCI. The Department of Defense uses DD Form 1847-1 as its nondisclosure agreement for SCI. SCI nondisclosure agreements contain a prepublication review provision to assure deletion of SCI and other classified information from materials prepared for public disclosure. Although the President suspended the directive's prepublication review provision in February 1984, employees were still required to sign a Form 4193 or DD Form 1847-1 as a condition of access to SCI. Other government agencies require specialized agreements to be signed before granting access to the government's non-SCI special access programs.²

¹SCI includes all information and materials requiring special controls indicating restricted handling within present and future intelligence collection programs and their end products.

²A special access program requires need-to-know or access controls beyond those normally required for access to confidential, secret, or top secret information.

In December 1987, the Congress included language prohibiting the continued use of Standard Form 189 and Form 4193 in the "Treasury, Postal Service, and General Government Appropriations Act, 1988." Section 630 of the act states that

No funds appropriated in this or any other act for fiscal year 1988 may be used to implement or enforce the agreements in Standard Form 189 and Form 4193 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement:

- (1) concerns information other than that specifically marked as classified; or, unmarked but known by the employee to be classified; or, unclassified but known by the employee to be in the process of classification determination;
- (2) contains the term "classifiable;"
- (3) directly or indirectly obstructs, by requirement of prior written authorization, limitation of authorized disclosure, or otherwise, the right of any individual to petition or communicate with Members of Congress in a secure manner as provided by the rules and procedures of Congress;
- (4) interferes with the right of the Congress to obtain executive branch information in a secure manner as provided by the rules and procedures of Congress;
- (5) imposes any obligations or invokes any remedies inconsistent with statutory law; provided, that nothing in this section shall affect the enforcement of those aspects of such nondisclosure policy, form, or agreement that do not fall within subsection (1)-(5) of this section.

Appropriations bills passed in September 1988 and November 1989 contain essentially the same language. In response to the December 1987 legislation, the Oversight Office instructed government agencies to stop using Standard Forms 189 and 189-A until further notice.

The legality of nondisclosure agreements has also been challenged in court. A principal issue is the constitutional conflict between the executive branch's obligation to safeguard national security information and the individual's right to freedom of speech under the U.S. Constitution.

In May 1988, the U.S. District Court for the District of Columbia ruled that section 630 impermissibly restricted the President from fulfilling

his express obligations under the U.S. Constitution and from exercising his role in foreign relations.³

In July 1988, in the same case, the court generally sustained the government's use of nondisclosure agreements for employees with access to classified information. The court found, however, that federal employees who had signed agreements not to disclose information "classifiable" had to be provided either (1) a copy of the Information Security Oversight Office's definition of "classifiable" or (2) a notice that the term "classifiable" was stricken from all agreements. The court held that without a definition, the term "classifiable" was far too broad to satisfy the constitutional requirement that free speech be restrained no more than is necessary.⁴

In September 1988, the Oversight Office replaced Standard Form 189 and 189-A with Standard Form 312 and lifted its moratorium on the signing of nondisclosure agreements. The most significant difference between Standard Form 189 and Standard Form 312 is in the way "classified information" is defined. Standard Form 189 defined classified information as information that is either classified or classifiable under the standards of Executive Order 12356. The word classifiable was excluded from Standard Form 312 to comply with the court decision. The Oversight Office also advised government agencies to notify employees of the deletion of the word classifiable from signed copies of Standard Form 189. This also prompted (1) the Central Intelligence Agency to delete the word classifiable from Form 4193 and reissue it as Form 4355 and (2) the Department of Defense to delete the word classifiable from DD Form 1847-1.

The Congress has included language in the "Treasury, Postal Service, and General Government Appropriations Act, 1991", enacted on November 5, 1990, that is intended to eliminate the nondisclosure agreement controversy. Section 617 of the act contains a provision to be added to Standard Form 312 and Form 4355 that limits how the forms may be used. The purpose of the addition is to assure that the restrictions in nondisclosure policies, forms, and agreements do not supersede,

³This ruling was appealed to the U.S. Supreme Court. In April 1989, the Supreme Court returned this ruling to the District Court since the term "classifiable" had been deleted from all nondisclosure forms and other parts of the case were best left to the District Court for resolution.

⁴The July ruling was appealed to the U.S. Court of Appeals for the District of Columbia. That court returned the case to the District Court for further proceedings consistent with the Supreme Court's April 1989 ruling. Subsequently, these cases were greatly simplified.

Appendix II
The Use of Nondisclosure Agreements

conflict with, alter employee obligations, rights, or prohibitions, otherwise provided by law, to disclose information to the Congress.

Responses to Questionnaire

Of the 54 federal agencies that received the questionnaire, 48 responded. The responses are summarized below.

Question 1

How many federal and contractor employees signed the Standard Form 312, Form 4355, or a similar form requiring nondisclosure of classified information during the period beginning October 1, 1989, and ending March 31, 1990? How many federal and contractor employees signed the Standard Form 312, Form 4355, or a similar form during October 1989?

Response

Federal agencies reported that 143,531 federal employees and 98,093 contractor employees signed nondisclosure agreements during this 6-month period. The agencies reported that 13,857 federal employees and 18,384 contractor employees signed nondisclosure agreements during October 1989. The types and numbers of nondisclosure agreements signed are shown in table III.1. Table III.2 shows, by type of agreement, the number of nondisclosure agreements administered by each agency from October 1989 through March 1990.

**Appendix III
Responses to Questionnaire**

**Table III.1: Nondisclosure Agreements
Signed by Federal and Contractor
Employees**

Type of agreement	Federal employees	Contractor employees
October 1, 1989, through March 31, 1990		
SF 312	120,709	87,586
Form 4355	1,181	111
FR 1406 ^a	101	0
DD 1847-1 ^b	19,895	8,680
NSA G170 ^c	1,644	1,716
FEMA 12-38 ^d	1	0
Total	143,531	98,093
October 1989		
SF 312	10,606	16,289
Form 4355	231	50
FR 1406	11	0
DD 1847-1	2,738	1,776
NSA G170	271	269
FEMA 12-38	0	0
Total	13,857	18,384

^aFR - Federal Reserve

^bDD - Department of Defense

^cNSA - National Security Agency

^dFEMA - Federal Emergency Management Agency

**Appendix III
Responses to Questionnaire**

**Table III.2: Nondisclosure Agreements
Administered by Each Agency From
October 1989 Through March 1990**

Agency	Type of agreement				
	SF 312	FM 4355	DD 1847-1	NSA G170	Other ^a
ACDA	16	3	0	0	0
AID	368	0	0	0	0
BFIB	1	0	0	0	0
Commerce	527	0	0	0	0
DOD	183,215	0	28,575	3,360	0
DOE	8,150	130	0	0	0
DOT	7,043	0	0	0	0
ED	2	0	0	0	0
EPA	60	0	0	0	0
EXIMBANK	7	0	0	0	0
FBI	820	539	0	0	0
FCC	25	0	0	0	0
FEMA	150	0	0	0	0
FMC	6	0	0	0	0
FRS	0	0	0	0	102
GSA	91	0	0	0	0
HHS	30	0	0	0	0
HUD	26	0	0	0	0
INS	278	0	0	0	0
Interior	129	39	0	0	0
Justice	0	89	0	0	0
Labor	10	0	0	0	0
MSPB	39	0	0	0	0
NARA	51	0	0	0	0
NASA	432	28	0	0	0
NRC	207	5	0	0	0
NSF	4	0	0	0	0
OMB	50	0	0	0	0
OPIC	100	0	0	0	0
OPM	37	0	0	0	0
PC	33	0	0	0	0
SBA	34	0	0	0	0
SEC	4	0	0	0	0
State	2,436	310	0	0	0
Treasury	3,388	131	0	0	0
TVA	11	0	0	0	0
USDA	130	0	0	0	0
USIA	108	18	0	0	0

(continued)

**Appendix III
Responses to Questionnaire**

Agency	Type of agreement				
	SF 312	FM 4355	DD 1847-1	NSA G170	Other ^a
USITC	46	0	0	0	0
USPS	22	0	0	0	0
USTR	46	0	0	0	0
VA	62	0	0	0	0
Total	208,194	1,292	28,575	3,360	102

^aThe Federal Reserve System reported that 101 FR 1406 and 1 FEMA 12-38 agreements were signed.

Question 2

How much did federal agencies spend to implement, administer, and execute the signing of forms requiring nondisclosure of classified information during the period beginning October 1, 1989, and ending March 31, 1990 and during October 1989?

Response

Federal agencies reported that they spent \$433,031 for nondisclosure agreements for federal employees and \$12,414 for contractor employees. The agencies reported that they spent \$16,643 for federal employees and \$7,192 for contractor employees in October 1989. The costs for each type of nondisclosure agreement are shown in table III.3. Table III.4 shows each agency's costs.

Table III.3: Agency Costs to Implement, Administer, and Execute Nondisclosure Agreements

Type of agreement	Federal employees	Contractor employees
October 1, 1989, through March 31, 1990		
SF 312	\$358,064	\$4,123
Form 4355	2,657	853
NSA G170	2,184	2,348
DD 1847-1	70,126	5,090
Total	\$433,031	\$12,414
October 1989		
SF 312	\$12,975	\$6,136
Form 4355	396	420
NSA G170	392	361
DD 1847-1	2,880	275
Total	\$16,643	\$7,192

Table III.4: Agency Costs to Implement Nondisclosure Agreements From October 1989 Through March 1990

Agency	Type of agreement			
	SF 312	FM 4355	DD 1847-1	NSA G170
AID	\$120	\$0	\$0	\$0
BFIB	10	0	0	0
Commerce	527	0	0	0
DOD	273,389	0	75,216	4,532
DOE	4,100	1,100	0	0
DOT	56,000	0	0	0
ED	51	0	0	0
EPA	3,500	0	0	0
FMC	550	0	0	0
FRS	500	0	0	0
GSA	1,274	0	0	0
HUD	75	0	0	0
INS	5,100	0	0	0
Interior	2,333	975	0	0
Justice	0	150	0	0
NARA	153	0	0	0
NASA	600	83	0	0
NRC	650	250	0	0
OPIC	275	0	0	0
PC	300	0	0	0
SBA	850	0	0	0
SSS	408	0	0	0
Treasury	10,181	952	0	0
TVA	106	0	0	0
USDA	644	0	0	0
USITC	100	0	0	0
USTR	250	0	0	0
VA	141	0	0	0
Total	\$362,187	\$3,510	\$75,216	\$4,532

Question 3

Approximately how many books, articles, speeches, and other materials received prepublication review between October 1, 1989, and March 31, 1990, and in October 1989? What were the reasons for prepublication review?

Response

The agencies responded that they conducted 10,598 reviews between October 1, 1989, and March 31, 1990, and 1,598 in October 1989. Table

Appendix III
Responses to Questionnaire

III.5 shows the number of prepublication reviews and the reasons for them. The table does not include manuscripts reported by the Central Intelligence Agency because they were reviewed for multiple reasons.

Table III.5: Reasons for Prepublication Review

Reasons	Items reviewed October 1, 1989, through March 31, 1990			
	Books	Articles	Speeches	Other
Regulation	143	2,783	1,736	5,309
SCI agreement	13	127	10	41
Non-SCI agreement	1	5	6	0
Other	6	0	0	204
Total	163	2,915	1,752	5,554
October 1989				
Regulation	8	462	322	755
SCI agreement	0	18	0	1
Non-SCI agreement	1	5	8	0
Other	0	0	0	18
Total	9	485	330	774

Question 4

How much did federal agencies spend on prepublication reviews between October 1, 1989, and March 31, 1990, and in October 1989?

Response

Federal agencies reported that they spent about \$750,722 between October 1, 1989, and March 31, 1990, and \$51,055 in October 1989 to perform these reviews. These costs are summarized in table III.6.

Table III.6: Costs of Prepublication Reviews by Type of Material

Reviews performed October 1, 1989, through March 31, 1990	
Books	\$50,414
Articles	388,836
Speeches	174,832
Other	136,640
Total	\$750,722
October 1989	
Books	\$3,256
Articles	36,780
Speeches	1,746
Other	9,273
Total	\$51,055

Question 5

How many federal agency and contractor employees signed an SF 189, SF 189-A, SF 312, Form 4193, Form 4355, DD Form 1847-1, or other nondisclosure agreement during calendar years 1988 and 1989?

Response

During 1988, federal agencies reported that agency and contractor employees signed 338,342 and 1,279,269 nondisclosure agreements, respectively. During 1989, federal employees signed 241,412 nondisclosure agreements and contractor employees signed 176,161 such agreements. The number of nondisclosure agreements signed, by type, is summarized in table III.7.

Table III.7: Nondisclosure Agreements Signed by Federal and Contractor Employees in 1988 and 1989

Type of agreement	1988		1989	
	Federal employees	Contractor employees	Federal employees	Contractor employees
SF 189	8,298	1	566	0
SF 189-A	0	1,265,543	0	12,000
SF 312	276,609	5,329	181,370	154,636
Form 4193	182	0	2,310	2
Form 4355	1,843	315	2,125	378
DD 1847-1	47,175	4,620	50,804	4,692
Other	4,235	3,461	4,237	4,453
Total	338,342	1,279,269	241,412	176,161

Sample Nondisclosure Agreement Forms

Standard Form 312

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

AND THE UNITED STATES

(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 12356, 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(c) and 1.2(e) of Executive Order 12356, 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 the 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 the 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 841, 793, 794, 798, and 952, 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 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 do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. 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 Section 793, 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.

(Continue on reverse)

MSN 7540-01-280-5400

STANDARD FORM 312 (9-88)
Prescribed by GSA/ISOD
32 CFR 2003 E.O. 12356

**Appendix IV
Sample Nondisclosure Agreement Forms**

10. 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 Sections 841, 793, 794, 798, and *952, Title 18, United States Code, *Section 783(b), Title 50, United States Code, the Intelligence Identities Protection Act of 1982, Executive Order 12356 or its successor, and Section 2003.20, Title 32, Code of Federal Regulations, so that I may read them at this time, if I so choose.

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

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	SIGNATURE
DATE	DATE
NAME AND ADDRESS (Type or print)	NAME AND ADDRESS (Type or print)

SECURITY DEBRIEFING ACKNOWLEDGMENT

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 Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

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

STANDARD FORM 312 BACK (9-88)

Appendix IV
Sample Nondisclosure Agreement Forms

Form 4355

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name - 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 information or material protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or is in the process of a classification determination under the standards of Executive Order 12356 or other Executive order or statute. I understand and accept that by being granted access to SCI, 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 SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information or material have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this Agreement continue to exist whether or not I am required to sign such subsequent agreements.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be SCI, or related to or derived from SCI, is considered by such Department or Agency to be SCI. I further understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized fashion.

4. In consideration of being granted access to SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, that I contemplate disclosing to any person not authorized to have access to SCI or that I have prepared for public disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to SCI. I further agree that I will not disclose the contents of such preparation to any person not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.

5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SCI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

6. I have been advised that any breach of this Agreement may result in the termination of my access to SCI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including the provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. 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. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

8. I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code.

9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to SCI, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to SCI, and at all times thereafter.

10. 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. This Agreement concerns SCI and does not set forth such other conditions and obligations not related to SCI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12356, as amended, so that I may read them at this time, if I so choose.

FORM 4355 (Replaces Form 4193 which is obsolete and will not be used)

Appendix IV
Sample Nondisclosure Agreement Forms

DD Form 1847-1

SENSITIVE COMPARTMENTED INFORMATION
NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name-Printed or Typed) (Last, First, Middle Initial)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information. I have been advised that Sensitive Compartmented Information involves or derives from intelligence sources or methods and is classified or classifiable under the standards of Executive Order 12356 or other Executive order or statute. I understand and accept that by being granted access to Sensitive Compartmented 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 Sensitive Compartmented 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 I understand these procedures. I understand that I may be required to sign an appropriate acknowledgment upon being granted access to each category of Sensitive Compartmented Information. I further understand that all my obligations under this Agreement continue to exist with respect to such categories whether or not I am required to sign such an acknowledgment.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention, or negligent handling of Sensitive Compartmented Information by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to Sensitive Compartmented Information. I further understand that I am obligated by law and regulation not to disclose any classified information in an unauthorized fashion.

4. In consideration of being granted access to Sensitive Compartmented Information and of being assigned or retained in a position of special confidence and trust requiring access to Sensitive Compartmented Information, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information, all information or materials, including works of fiction, which contain or purport to contain any Sensitive Compartmented Information or description of activities that produce or relate to Sensitive Compartmented Information or that I have reason to believe are derived from Sensitive Compartmented Information, that I contemplate disclosing to any person not authorized to have access to Sensitive Compartmented Information or that I have prepared for public disclosure. I understand and agree that my obligation to submit such information and materials for review applies during the course of my access to Sensitive Compartmented Information and thereafter, and I agree to make any required submissions prior to discussing the information or materials with, or showing them to anyone who is not authorized to have access to Sensitive Compartmented Information. I further agree that I will not disclose such information or materials to any person not authorized to have access to Sensitive Compartmented Information until I

have received written authorization from the Department or Agency that last authorized my access to Sensitive Compartmented Information that such disclosure is permitted.

5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the information or materials submitted pursuant to paragraph 4 set forth any Sensitive Compartmented Information. I further understand that the Department or Agency to which I have submitted materials will act upon them, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

6. I have been advised that any breach of this Agreement may result in the termination of my access to Sensitive Compartmented Information and retention in a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to Sensitive Compartmented Information. In addition, I have been advised that any unauthorized disclosure of Sensitive Compartmented Information by me may constitute violations of United States criminal laws, including the provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. 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. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

8. I understand that all information to which I may obtain access by signing this Agreement is now and will forever remain the property of the United States Government. I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials, which may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to Sensitive Compartmented Information, I understand that all the conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to Sensitive Compartmented Information, and at all times thereafter.

FORM
DD 1847-1
83 JAN

CLASSIFIED

Appendix IV
Sample Nondisclosure Agreement Forms

NSA Form G170



Authority to solicit Social Security Number (SSN) is Executive Order 13387. Routine and sole use of the SSN is to precisely identify the individual when necessary to certify access to national security information. While disclosure of your SSN is voluntary, your failure to do so may delay certifications and, in some cases, prevent original access to national security information.

NATIONAL SECURITY AGENCY
Fort George G. Meade, Maryland 20755-6000

SECURITY AGREEMENT

In consideration of being assigned or detailed to, or employed in, or having access to Protected Information at the National Security Agency (NSA), and recognizing that this assignment, detail, employment or access involves a position of special trust and confidence involving the national security, I hereby agree to the obligations set forth in this Agreement.

1. I have been advised that Protected Information includes information in one or both of the following categories which I obtain as a result of my relationship with NSA:

(a) **Classified Information:** This category consists of information classified or classifiable pursuant to standards of Executive Order 12356, or any successor order, and implementing regulations. It includes but is not limited to intelligence and intelligence-related information, sensitive compartmented information (*information concerning intelligence sources and methods*), and cryptologic information (*information concerning communications security and signals intelligence*) protected by Section 798 of Title 18, United States Code.

(b) **Other Sensitive Information:** This category of Protected Information consists of classified or unclassified information relating to the organization, functions, activities, and personnel of the NSA. It includes but is not limited to the names, titles, salaries, and numbers of persons employed by or detailed or assigned to the NSA communications security information involving codes, ciphers, and cryptographic systems used by the United States Government or any foreign governments.

I understand that the burden is upon me to determine whether information or materials within my control are considered by the NSA to be Protected Information, and whether the person(s) to whom disclosure is to be made is/are authorized to receive it.

2. I understand that all classified and classifiable Protected Information as well as unclassified Protected Information regarding the functions, activities, and organization of NSA and numbers and identities of persons employed by or detailed to the NSA, to which I may obtain access during the course of my employment or other service with NSA is and will remain the property of the United States Government. I agree that upon demand by an authorized representative of the NSA or upon the conclusion of my employment or other relationship with the NSA, I shall return all material containing such Protected Information in my possession, or for which I am responsible because of such access. I understand that failure to return such materials may be a violation of Section 793 of Title 18, United States Code, and may constitute a crime for which I may be prosecuted.

3. I affirm my understanding that employment in, or assignment or detail to, the NSA, and access to Protected Information is subject to the provisions of Public Law 88-290 and Public Law 86-36, the National Security Agency Act of 1959. I further understand that the unauthorized disclosure of Protected Information may invoke the criminal sanctions prescribed by one or more of the following statutes - Sections 793, 794, 798, or 952 of Title 18, United States Code, and Section 783 of Title 50, United States Code.

4. I understand that any breach of this Agreement by me may result in termination by the NSA of my employment in, or my assignment or detail to, NSA and/or my access to Protected Information. The NSA may, in accordance with applicable law, including Public Law 88-290, terminate my employment in, or my assignment or detail to, the NSA, or may withdraw my access to any or all Protected Information at any time it determines such action to be in the interest of national security.

5. I agree not to discuss matters pertaining to Protected Information except when necessary for the proper performance of my duties and only with persons who are currently authorized to receive such information and have a need-to-know.

6. I agree that I will report without delay to an NSA security representative the details and circumstances of any possible unauthorized disclosure of Protected Information or of any unauthorized person obtaining or attempting to obtain Protected Information.

FORM G170 REV SEP 88
NSN: 7840-PM-001-0088

(over)

**Appendix IV
Sample Nondisclosure Agreement Forms**

7. I agree that I will submit for security review in accordance with NSA/CSS Regulation 10-63, "NSA/CSS Prepublication Review Procedure," all information or materials, including works of fiction, that I have prepared for public disclosure which contain or purport to contain, refer to, or are based upon Protected Information, as defined in paragraph 1 of this Agreement. I understand that the term "public disclosure" includes any disclosure of Protected Information to one or more persons not authorized to have access to it. In addition, I agree to:

- (a) Submit such information and materials for prepublication review during the course of my employment or other service with the NSA and thereafter;
- (b) Make any required submissions prior to discussing the information or materials with, or showing them to, anyone who is not authorized to have access to them;
- (c) Not disclose such information or materials to any person who is not authorized to have access to them until I have received written authorization from the NSA that such disclosure is permitted; and
- (d) Assign to the United States Government all rights, title and interest and all royalties, remuneration, or emoluments of whatever form that have resulted, will result, or may result from any public disclosure of Protected Information not consistent with the terms of this Agreement.

I understand that the purpose of the prepublication review procedure is to determine whether material contemplated for public disclosure contains classified or classifiable information and, if so, to give the NSA an opportunity to prevent the public disclosure of such information. I also understand that disclosure of unclassified Protected Information may be affected by other applicable legal restrictions including, but not limited to, government contractual obligations, the exemptions of the Privacy and Freedom of Information Acts, and the National Security Agency Act of 1959. I understand that the NSA is obligated pursuant to this agreement and in accordance with the terms of NSA/CSS Regulation 10-63 to conduct the prepublication review in a reasonable time, to consult as necessary with me through the review process, and to provide an opportunity for me to appeal initial review determinations. I also understand that, as is necessary to conduct my personal affairs, and unless specifically informed to the contrary, I may reveal unclassified information as to where I am employed, assigned or detailed, the generic nature of my employment, assignment or detail in accordance with the descriptions provided for in Annex B to NSA/CSS Regulation 10-11, "Release of Unclassified NSA/CSS Information," and the amount of salary I receive in connection therewith. I understand that I should exercise discretion and care in revealing such information and that by releasing such information, I have not violated this Agreement.

8. In addition to other conditions imposed on me as a result of my employment or other service to the NSA, I agree to:

- (a) Notify the Office of Security, NSA, of any unofficial foreign travel which I contemplate during the period of my employment, assignment or detail to the NSA;
- (b) Accept such restrictions on unofficial foreign travel as may be deemed necessary to prevent unacceptable risk to the national security, to the NSA, to personnel associated with the NSA or to Protected Information.

9. I understand that each of the provisions in this Agreement is severable, i.e., all other provisions of this Agreement will remain in full force should it be determined that any provision of this Agreement does not apply to me or is unenforceable. I also understand that if I am a member of a military service, I assume by this agreement only the obligations not imposed by a similar government non-disclosure agreement which I may have signed as required by my military department.

10. I have read this Agreement and my questions, if any, have been answered. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code; Section 783(b) of Title 50, United States Code; Public Law 88-290; Section 6 of Public Law 86-36, the National Security Agency Act of 1959; pertinent sections of Executive Order 12356, or any successor order; and NSA/CSS Regulation 10-63 "NSA/CSS Prepublication Review Procedures," so that I may read them at this time, if I so choose. I understand and accept that unless I am released in writing by an authorized representative of the NSA, this Agreement applies during the time I am granted access to Protected Information and at all times thereafter, and applies to all categories of Protected Information to which I may be granted access.

SIGNATURE	MIL. SERV./RANK	ORG.	CIV. GRADE	ORG.
TYPED OR PRINTED NAME			SERIAL OR SOCIAL SECURITY NUMBER	
THE EXECUTION OF THE AGREEMENT WAS WITNESSED BY THE UNDERSIGNED				
SIGNATURE	PRINTED NAME	DATE		

FORM G 170 REV SEP 86 - PAGE 2
NSN 7540 FM 001 0068

Appendix IV
Sample Nondisclosure Agreement Forms

NSA Form G170B



Authority to solicit Social Security Number (SSN) is Executive Order 9397. Routine and sole use of the SSN is to precisely identify the individual when necessary to certify access to national security information. While disclosure of your SSN is voluntary, your failure to do so may delay certifications and, in some cases, prevent original access to national security information.

NATIONAL SECURITY AGENCY
Fort George G. Meade, Maryland 20755-6000

CONTRACTOR SECURITY AGREEMENT

In consideration of being granted access to Protected Information under a U.S. Government agency contract and recognizing that this access is subject to statutory requirements and penalties and involves a special trust and confidence involving the national security, I hereby agree to the obligations set forth in this Agreement.

1. I have been advised that Protected Information includes information in one or both of the following categories which I obtain as a result of my relationship with NSA:

(a) **Classified Information:** This category consists of information classified or classifiable pursuant to the standards of Executive Order 12356, or any successor order, and implementing regulations. It includes but is not limited to intelligence and intelligence-related information, sensitive compartmented information (*information concerning or derived from intelligence sources and methods*), and cryptologic information (*information concerning communications security and signals intelligence*) protected by Section 798 of Title 18, United States Code.

(b) **Other Sensitive Information:** This category of Protected Information consists of classified and unclassified information relating to the organization, functions, activities, and personnel of the NSA. It includes, but is not limited to, the names, titles, salaries, and numbers of persons employed by or detailed or assigned to NSA and to communications security information involving codes, ciphers, and cryptographic systems used by the United States Government or any foreign governments.

I understand that the burden is upon me to determine whether information or materials within my control considered by the NSA to be Protected Information, and whether the person(s) to whom disclosure is to be made is authorized to receive it.

2. I understand that all classified and classifiable Protected Information, as well as unclassified Protected Information regarding the functions, activities, and organization of NSA, and numbers and identities of persons employed by or detailed to the NSA, to which I may obtain access hereafter, is now and will remain the property of the United States Government. I agree that upon demand by an authorized representative of the NSA or upon the conclusion of my authorized access to Protected Information, I shall return all material containing such Protected Information in my possession, or for which I am responsible because of such access. I understand that failure to return such materials may be a violation of Section 793 of Title 18, United States Code, and may constitute a crime for which I may be prosecuted.

3. I affirm my understanding that disclosure of Protected Information is subject to the provisions of Section 6 of Public Law 86-36, the National Security Agency Act of 1959, which protects from disclosure information pertaining to NSA, its organization, personnel and activities. I further understand that the unauthorized disclosure of classified information may invoke the criminal sanctions prescribed by one or more of the following statutes - Sections 793, 794, 798, or 952 of Title 18, United States Code, and Section 783 of Title 50, United States Code.

4. I understand that any breach of this Agreement by me may, in accordance with applicable law, result in termination by the NSA of my access to any or all Protected Information at any time it determines such action to be in the interest of national security.

5. I agree not to discuss matters pertaining to Protected Information except when necessary for the proper performance of my duties and only with persons who are currently authorized to receive such information and have a need-to-know.

FORM G170B REV MAR 87

**Appendix IV
Sample Nondisclosure Agreement Forms**

(Continued)

6. I agree that I will report without delay to my company security officer or to a security representative of NSA the details and circumstances of any possible unauthorized disclosure of Protected Information or of any unauthorized person obtaining or attempting to obtain Protected Information.

7. I agree that I will submit for security review in accordance with NSA/CSS Regulation 10-63, "NSA/CSS Prepublication Review Procedure," all information or materials, including works of fiction, that I have prepared for public disclosure which contain or purport to contain, refer to, or are based upon Protected Information, as defined in paragraph 1 of the Agreement. I understand that the term "public disclosure" includes any disclosure of Protected Information to one or more persons not authorized to have access to it. In addition, I agree to:

(a) Submit such information and materials for prepublication review during the course of my employment or other service with the NSA and thereafter;

(b) Make any required submissions prior to discussing the information or materials with, or showing them to anyone who is not authorized to have access to them;

(c) Not disclose such information or materials to any person who is not authorized to have access to them until I have received written authorization from the NSA that such disclosure is permitted; and

(d) Assign to the United States Government all rights, title, and interest and all royalties, remuneration, or emoluments of whatever form that have resulted, will result, or may result from any public disclosure of Protected Information not consistent with the terms of this Agreement.

I understand that the purpose of the prepublication review procedure is to determine whether material contemplated for public disclosure contains classified or classifiable information and, if so, to give the NSA an opportunity to prevent the public disclosure of such information. I also understand that disclosure of unclassified Protected Information may be affected by other applicable legal restrictions including, but not limited to, government contractual obligations, the exemptions of the Privacy and Freedom of Information Acts, and the National Security Agency Act of 1959. I understand that the NSA is obligated pursuant to this agreement and in accordance with the terms of NSA/CSS Regulation 10-63 to conduct the prepublication review in a reasonable time, to consult as necessary with me through the review process, and to provide an opportunity for me to appeal initial review determinations.

8. In addition to other conditions imposed on me as a result of my employment or other service with the NSA, I agree to:

(a) Notify the Office of Security, NSA, of any unofficial foreign travel which I contemplate during the period of my employment, assignment or detail to the NSA;

(b) Accept such restrictions on unofficial foreign travel as may be deemed necessary to prevent unacceptable risk to the national security, to the NSA, to personnel associated with the NSA or to Protected Information.

9. I understand that each of the provisions in this Agreement is severable, i.e., all other provisions of this Agreement will remain in full force should it be determined that any provision of this Agreement does not apply to me or is otherwise unenforceable. I also understand that this Agreement applies to me even though I may have executed a similar government non-disclosure agreement.

10. I have read this Agreement and my questions, if any, have been answered. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code; Section 783(b) of Title 50, United States Code; Section 6 of Public Law 86-36, the National Security Agency Act of 1959; pertinent sections of Executive Order 12356, or any successor order; and NSA/CSS Regulation 10-63, "NSA/CSS Prepublication Review Procedures," so that I may read them at this time, if I so choose. I understand and accept that unless I am released in writing by an authorized representative of the NSA, this Agreement applies during the time I am granted access to Protected Information and at all times thereafter, and applies to all categories of Protected Information to which I may be granted access.

SIGNATURE	COMPANY/NSA SPONSOR
TYPED OR PRINTED NAME	SERIAL OR SOCIAL SECURITY NUMBER

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED

SIGNATURE	PRINTED NAME	DATE
-----------	--------------	------

FORM G1708 REV MAR 87

NSN: 7540-FM-001-2991

Addendum to Standard Form 312 and Form 4355

ADDENDUM

Pursuant to the Treasury, Postal Service and General Government Appropriations Act of 1991, the following language shall be incorporated into and considered a part of the attached nondisclosure agreement:

"These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 12356; 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 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including section 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities 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."

Signature

Date

Witness

Date

Requests for copies of GAO reports should be sent to:

**U.S. General Accounting Office
Post Office Box 6015
Gaithersburg, Maryland 20877**

Telephone 202-275-6241

The first five copies of each report are free. Additional copies are \$2.00 each.

There is a 25% discount on orders for 100 or more copies mailed to a single address.

Orders must be prepaid by cash or by check or money order made out to the Superintendent of Documents.

United States
General Accounting Office
Washington, D.C. 20548

First-Class Mail
Postage & Fees Paid
GAO
Permit No. G100

Official Business
Penalty for Private Use \$300