

SPECIAL ACCESS PROGRAM INDOCTRINATION AGREEMENT

An Agreement between _____ and the United States

(Name - typed or printed) (Last, First, Middle Initial)

1. I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or materials protected within Special Access Programs, hereinafter referred to in this Agreement as SAP information (SAPI). I have been advised that SAPI involves or derives from acquisition, intelligence, or operations and support activities, and is classified or is in the process of a classification determination under the standards of Executive Order 12958 or other Executive Order or statute. I understand and accept that by being granted access to SAPI, 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 SAPI, 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 SAPI. 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 SAPI 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 SAPI or that I know to be SAPI 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 authorized my access(es) (identified on the reverse) to SAPI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SAPI, 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 SAPI, or related to or derived from SAPI, is considered by such Department or Agency to be SAPI. 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 SAPI and of being assigned or retained in a position of special confidence and trust requiring access to SAPI, I hereby agree to submit for security review by the Department or Agency that authorized my access(es) (identified on the reverse) 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 SAPI or description of activities that produce or relate to SAPI or that I have reason to believe are derived from SAPI, that I contemplate disclosing to any person not authorized to have access to SAPI 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 SAPI 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 SAPI. I further agree that I will not disclose the contents of such preparation to any person not authorized to have access to SAPI until I have received written authorization from the Department or Agency that authorized my SAP access(es) (identified on the reverse).
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 SAPI. I further understand that the Department or Agency to which I have made a submission will act upon it, coordinating within the SAP 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 SAPI, removal from a position of special confidence and trust requiring such access, or termination of other relationships with any Department or Agency that provides me with access to SAPI. In addition, I have been advised that any unauthorized disclosure of SAPI 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(a), 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 provided me the access(es) (identified on the reverse) to SAPI, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to SAPI, 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 SAPI and does not set forth such other conditions and obligations not related to SAPI 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(a) of Title 50, United States Code, and Executive Order 12958, as amended, so that I may read them at this time, if I so choose.
12. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order 12958; 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 783(a) of Title 50, United States Code. The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
14. This Agreement shall be interpreted under and in conformance with the law of the United States.
15. I make this Agreement without any mental reservation, purpose of evasion, and in absence of duress.

16a. SIGNATURE

b. DATE (YYYYMMDD)

17. WITNESS AND ACCEPTANCE. The execution of this Agreement was witnessed by me who accepted it on behalf of the United States Government as a prior condition of access to Special Access Program information.

a. SIGNATURE

b. DATE (YYYYMMDD)

SECURITY BRIEFING/DEBRIEFING ACKNOWLEDGMENT

(Special Access Programs by Initials Only)

SSN (See Notice Below) Printed or Typed Name Organization

BRIEF Date _____

I hereby acknowledge that I was briefed on the above SAP(s):

Signature of Individual Briefed

DEBRIEF Date _____

Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SAP(s):

Signature of Individual Debriefed

I certify that the briefing presented by me on the above date was in accordance with relevant SAP procedures.

Signature of Briefing Officer

Printed or Typed Name

SSN (See Notice Below)

Organization (Name and Address)

Signature of Debriefing Officer

Printed or Typed Name

SSN (See Notice Below)

Organization (Name and Address)

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. §7311; DoD 5200.2-R; and E.O. 9397.

PRINCIPAL PURPOSE(S): To obtain accountability information for managing employee access to special access program (SAP) information and to document individual SAP access briefings and debriefings.

ROUTINE USE(S): None.

DISCLOSURE: Disclosure of the information is voluntary for the individual being briefed or debriefed and the official performing the briefing or debriefing. However, failure of the aforementioned individuals to provide the requested information may delay the briefing or debriefing. In addition, failure of the individual being briefed to provide the requested information may result in his or her being declared ineligible for access to SAP information.