

**DEPARTMENT OF DEFENSE
CONTROLLED UNCLASSIFIED INFORMATION (CUI) NONDISCLOSURE AGREEMENT
FOR PRESIDENT-ELECT'S TRANSITION TEAM MEMBERS**

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 113, Secretary of Defense; E.O. 13556, Controlled Unclassified Information, November 4, 2010; 32 C.F.R. Part 2002, Controlled Unclassified Information; 5 C.F.R. 2635.703, Use of Non-Public Information; DoDI Instruction 5200.48, Controlled Unclassified Information (CUI).

PRINCIPAL PURPOSE: To ensure Agency Transition Team members understand, acknowledge, and comply with their obligation to protect controlled unclassified information.

ROUTINE USE(S): In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act of 1974, pursuant to 5 U.S.C. 552a(b)(3), in certain circumstances it may be necessary to disclose this record outside of DoD as a routine use, including, for example: to the appropriate Federal, State, local, territorial, tribal, foreign, or international law enforcement authority where a record, either alone or in conjunction with other information, indicates a violation or potential violation of law; to any component of the Department of Justice for the purpose of representing DoD, or its components, officers, employees, or members in pending or potential litigation to which the record is pertinent; or in an appropriate proceeding before a court, grand jury, or administrative or adjudicative body or official (including to another Federal agency or party in litigation in such a proceeding, as well as to the administrative or adjudicative body or official), when the DoD or other Agency representing the DoD determines that the records are relevant and necessary to the proceeding. A complete list of routine uses may be found with the system of records notice, DUSD-02-DoD, Personnel Vetting Records System, [83 FR 52420 \(Oct. 17, 2018\)](#), available at <https://dpclid.defense.gov/Portals/49/Documents/Privacy/SORNs/OSDJS/DUSDI-02-DoD.pdf>.

DISCLOSURE: Voluntary; however, failure to complete this agreement may result in limiting DoD's ability to grant you access to controlled unclassified information.

AN AGREEMENT BETWEEN

AND THE UNITED STATES

Name (Last, First, Middle Initial of Individual – Printed or Typed)

1. I hereby accept the obligations contained in this Agreement in consideration of my being granted access to CUI. As used in this Agreement, CUI includes marked or unmarked CUI, including oral communications, which is controlled under the standards of Executive Order 13556.
2. CUI includes, but is not limited to, controlled technical information export-controlled information, law enforcement information, information that may be covered under legal privilege, operations security or "OPSEC" information, proprietary business information, and source selection and other sensitive acquisition information.
3. CUI does not include classified information as defined by Executive Order 13526, any predecessor or successor order, or the Atomic Energy Act of 1954, or information a non-executive branch entity possesses and maintains in its own systems that did not come from, or was not created by or possessed for, an executive branch agency or an entity acting for an agency.

Signer acknowledges the responsibility to review and become familiar with the Information Security Oversight Office (ISOO) CUI Registry on an initial and reoccurring basis, and also affirms her or his willingness to comply with the protection standards detailed in DoDI 5200.48, "Controlled Unclassified Information (CUI)," by initialing below:

Initials:

CUI Categories:

All CUI categories listed on the ISOO CUI Registry

<https://www.archives.gov/cui>

4. The DoD authorizes me, as the undersigned member of the Agency Review Team (ART), to access CUI only as necessary to carry out official duties as a member of the ART, and I agree to use such CUI only for ART-related purposes. I understand that additional legal requirements may apply to some categories of CUI that may preclude disclosure to me or others. I may disclose CUI to another member of the ART only to the extent necessary for the ART to carry out its official duties and only if the ART member in question has an authorized, lawful government purpose for such information and has signed the applicable Ethical Code of Conduct and the disclosure to the ART member is not otherwise prohibited by law. I am obligated to ensure that any CUI disclosed to another ART member is handled and disposed of in accordance with the applicable Ethical Code of Conduct and this non-disclosure agreement.
5. This Agreement pertains to CUI from any source, including any CUI that I create or use on behalf of or for the Government; CUI that I receive from the Government to maintain, handle, transmit, or use (for research, in derivative documents, etc.); or CUI originating from another source, such as CUI that a contractor or research entity generates for the Government. Laws, Regulations, or Government-wide Policies (LRGWP) may require or permit safeguarding or dissemination controls in three ways: (1) Requiring or permitting agencies to control or protect the information but providing no specific controls; (2) Requiring or permitting agencies to control or protect the information and providing specific controls for doing so; or (3) Requiring or permitting agencies to control the information and specifying only some of those controls. I attest I have received training on, am familiar with, and will comply with the standards for accessing, disseminating, handling, and safeguarding CUI as cited in this Agreement and in accordance with 32 CFR Part 2002, applicable LRGWP, and DoD policy relative to the category or categories of CUI. I understand that:
- I am obligated to protect CUI from unauthorized disclosure in accordance with the terms of this Agreement, 32 CFR Part 2002, DoD policy, and the LRGWP applicable to specific CUI categories.
 - I am obligated to store and handle any CUI received from DoD in a manner consistent with all applicable LRGWP, executive orders, and other directives. I will not forward, send, or post this information except to official or ART email accounts, or official or ART sites, except with other members of the ART and in accordance with the protections and safeguards described herein.
 - I may not reproduce CUI in any form without the express authorization of the DoD Transition Director. Upon conclusion of work with the ART, I am obligated to facilitate the return of CUI provided by DoD as directed by the DoD Transition Director, Deputy Transition Director, or their representative.
 - I may not disclose CUI to the news media or other information media (e.g., placement on a public Internet site or social media accounts). I understand that confirming or denying statements or other information containing CUI may constitute an unauthorized disclosure, and that other peoples' unauthorized disclosures do not relieve me of my responsibility to protect and safeguard CUI.
 - Prior to submission for publication in any form, I must submit to and receive authorization to release from the Defense Office of Prepublication Security Review any article, column, book, or other written work containing CUI, to include essays, theses, or dissertations presented in partial fulfillment of academic requirements, in accordance with DoDI 5230.09 and DoDI 5230.29, or to the appropriate DoD Public Affairs component any media requests.
 - I shall promptly report any unauthorized disclosure of CUI to appropriate officials in accordance with DoD and DoD Component policy, regardless of whether the disclosure was inadvertent or the result of someone else's willful action or negligence. I also understand my anonymity will be preserved to the extent possible when reporting such violations.
6. I have been advised that willful or negligent unauthorized disclosure, unauthorized retention, or mishandling of CUI may constrain national-level decision making, undermine DoD operations, place personnel or programs at risk, result in significant financial or technical loss, and potentially disrupt or erode international agreements and partnerships.
7. I have been advised that any breach of this Agreement may result in administrative, civil, and/or criminal sanctions. I also understand LRGWP associated with specific CUI categories may result in civil and/or criminal sanctions if violated.
8. This Agreement is made and intended for the benefit of the United States Government, which may enforce it in accordance with applicable law.
9. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the 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.
10. Each provision of this Agreement is severable, and should a court find any provision to be unenforceable, all others shall remain in full force and effect.
11. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement(s) I have executed or may execute with the DoD, the United States Government, or any of its other departments or agencies.
12. Signing this agreement does not bar disclosures as required by superseding authorities of existing or future LRGWP.
13. I understand that all conditions and obligations this Agreement imposes on me apply during the time I am granted access to CUI and at all times thereafter, unless or until an authorized representative of the United States Government releases me in writing.
14. I have read this Agreement carefully and my questions, if any, were answered. I acknowledge the DoD has made all Department guidance and LRGWPs referenced in this Agreement available so I may read them.
15. By signing below, I voluntarily accept the terms of this Agreement. I understand that failure to complete this agreement may limit my access to controlled unclassified information.

DEPARTMENT OF DEFENSE CONTROLLED UNCLASSIFIED INFORMATION (CUI) NONDISCLOSURE AGREEMENT
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ACKNOWLEDGEMENT:		
Typed/Printed Name:	DoD Component and Address:	Telephone Number:
I enter into this agreement in good faith, without mental reservation or purpose of evasion.		
Signature:		Date (YYYYMMDD):

ACCEPTANCE:		
Typed/Printed Name:	DoD Component and Address:	Telephone Number:
I enter into this agreement in good faith, without mental reservation or purpose of evasion.		
Signature:		Date (YYYYMMDD):