

U.S. Department of Justice - Drug Enforcement Administration  
**REPORTING RESPONSIBILITIES/NONDISCLOSURE AGREEMENT**

I, \_\_\_\_\_, realize that due to my current affiliation with the Drug Enforcement Administration (DEA), United States Department of Justice and as a condition of continued affiliation, I hereby declare that I intend to be governed by and will comply with the following provisions:

- (1) That I am hereby advised and I understand that Federal Law such as Title 18, United States Code, Sections 793, 794 and 798; Order of the President of the United States (Executive Order 12356); and regulations issued by the Attorney General of the United States (28 Code of Federal Regulations, Sections 16:40 thru 16:58 and Sections 17.110 thru 17.130); and the DEA Planning and Inspection Manual prohibit loss, misuse, or unauthorized disclosure or production of national security information, other classified information and other sensitive nonclassified information in the files of the DEA. I also understand that the Privacy Act of 1974, Title 5, United States Code, Section 552a, prohibits the unauthorized, willful disclosure of individually identifiable information contained in the records of a Federal agency.
- (2) I understand that it is my responsibility to report any information requested of me, in other than an official capacity, immediately to my supervisor, whether it is information described as sensitive or classified. I realize this is to include information requested by any family member (by either blood or marriage), or any member of the general public who approaches me in any manner, whether directly or indirectly.
- (3) I understand that unauthorized disclosure of information in files of the DEA or information I may acquire as an employee of the DEA could result in the impairment of national security, place human life in jeopardy, or result in the denial of "due process" to a person or persons who are targets of investigations, or prevent the DEA from effectively discharging its responsibilities.
- (4) I agree that I will never divulge, publish, or reveal either by word or conduct or by other means disclose to any unauthorized recipient, unless I have been officially notified with U.S. Government certifications, any information, material or files acquired as part of the performance of my official duties or because of my official status where any such divulgence, publication, revelation or disclosure would be contrary to law, regulation or public policy.
- (5) I agree that all information acquired by me in connection with my official duties with the DEA and all official material to which I will have access to by signing this Agreement, is now and will forever remain the property of the U.S. Government, and I will surrender upon demand by the Administrator of the DEA or his delegate, or upon the conclusion of my employment or other relationship with the DEA, any material relating to such information or property in my possession.
- (6) That I understand unauthorized disclosure could be a violation of Federal law and subject to prosecution as a criminal offense and in addition to this Agreement may be enforced by means of an injunction or other civil remedy. I understand that if I cause any unauthorized disclosure of Department of Justice information, I may also be subject to an administrative disciplinary adverse action against me up to and including dismissal from government service.

I accept the above provisions as conditions for my affiliation and continued affiliation in the DEA. I agree to comply with these provisions both during my tenure in the DEA and following termination of such tenure.

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Witnessed and accepted in behalf of the Administrator, DEA, on \_\_\_\_\_,

by \_\_\_\_\_  
(Signature)

**PRIVACY ACT STATEMENT**

**General:** The information is provided pursuant to Public Law 93-579 (Privacy Act of 1974), for DEA employees completing forms regarding Federal National Security Information clearance Periodic Reinvestigations.

**Authority:** E.O. 10450, E.O. 12356, 5 USC 1303 - 1305, 42 USC 2165 and 2455; 22 USC 2585 and 2519; and 5 USC 3301.

**Purpose and Uses:** Primarily for DEA internal use and is mandatory in accordance with the Federal Personnel Manual, Chapter 736, Section 1 - 7, which pertains to reinvestigations of incumbents holding critical-sensitive positions.

**Effect:** Failure to provide the necessary information could preclude employee's continued suitability to hold a critical-sensitive position.