

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

I, _____, realize that due to my position as a(n) _____
(Name) (Affiliation – employee, contractor, detailee, volunteer, Task Force Officer)
with the Drug Enforcement Administration (DEA), United States Department of Justice (DOJ) and as a condition of my continued affiliation, I hereby declare that I intend to be governed by and will comply with the following provisions:

- (1) I am hereby advised and I understand that laws, regulations, and policies such as 18 U.S.C. § 798; Executive Order 13526; 28 C.F.R. §§ 16:40–16:55 and 17.41–17.47; and the DEA Planning and Inspection Manual prohibit loss, misuse, unauthorized disclosure, or production of national security information, other classified information, and other sensitive but unclassified information maintained by the DEA. I also understand that the Privacy Act of 1974, Title 5, United States Code, Section 552a, prohibits the unauthorized, willful disclosure of personally identifiable information contained in the records of a Federal agency.
- (2) I understand that it is my responsibility to report any instance in which information is requested of me –other than through official means and for official purposes – immediately to my supervisor or Contracting Officer Representative (for contractor employees). I understand that it is my responsibility to report such an instance regardless of whether the requested information is described as sensitive or classified. I realize this obligation to report includes requests for information made by any family member, member of household, any individual holding a position with the DEA who lacks a need to know, any individual who formerly held a position with the DEA, or any other member of the general public who approaches me in any manner, whether directly or indirectly (e.g., requests made via social medial platforms, chat rooms, blogs, or other electronic means).
- (3) I agree that I will never disclose – by word, conduct, publication, or other means (e.g., via social media platforms, chat rooms, blogs, or other electronic means) – any information, material, or files acquired or accessed in the course of the performance of my official responsibilities with the DEA, where such disclosure would be contrary to law, regulation, or policy.
- (4) I understand that any unauthorized disclosure of information maintained by the DEA could result in the impairment of national security, pose a physical security threat, place human life in jeopardy, result in the denial of due process to a person or persons who are targets of investigations, or otherwise prevent the DEA from effectively discharging its responsibilities.
- (5) I agree that prior to dissemination outside of DEA or publication of any kind (including social media platforms, chat rooms, blogs, or other electronic means), I will submit to DEA’s Publication Review Board (PRB) for review and approval any written works (print or digital) which may reasonably be interpreted as relating to the responsibilities, programs, operations of DEA; to national drug control policy; or which may contain any information, material, or files acquired or accessed in the course of the performance of my official responsibilities with the DEA; or is on a subject within the employee’s discipline or inherent area of expertise. I agree that I will abide by any decision of the PRB regarding publication or dissemination outside of DEA of any such written work. I agree to comply with this provision both during my tenure in support of the DEA and following termination of such tenure.
- (6) I agree that all information acquired or accessed by me in connection with my official responsibilities with the DEA is now, and will forever remain, the property of the U.S. Government. I will surrender upon demand by the Administrator of the DEA or his/her delegate, or upon the conclusion of my employment or other relationship with the DEA, any material relating to such information in my possession.
- (7) I understand that 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 DEA information, I may also be

subject to administrative action which may include, but is not limited to, dismissal from Government service, dissolution of my volunteer or intern agreement, return to my home agency, removal from a contract, or revocation of Task Force Status granted under 21 U.S.C. § 878 as appropriate.

- (8) I understand that 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.

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

(Type or Print Name) (Signature) (Date)

Witnessed and accepted on behalf of the Administrator, DEA.

(Type or Print Name) (Signature) (Title) (Date)

REFERENCES:

Executive Order No. 13526; 5 U.S.C. §§ 7211, 2302; 50 U.S.C. § 421 et seq.; 50 U.S.C. 783; 10 U.S.C. § 1034; 18 U.S.C. §§ 641, 793, 794, 798; and 41 U.S.C. § 4712.

PRIVACY ACT STATEMENT

General: The information is provided pursuant to Public Law 93-579 (Privacy Act of 1974) in connection with personnel background investigations, credentialing, suitability and national security clearance records and the related establishment and continuation of access to DEA information, facilities, and/or information technology systems.

Authority: E.O. 10450; E.O. 13526; E.O. 12968; 5 USC 3301; Intelligence Community Directive (ICD) 121; ICD 704; Homeland Security Presidential Directive-12; DOJ Policy Statement 1700.04; and 67 FR 59864.

Purpose and Uses: This information is used in conjunction with personnel background investigations and related access to DEA information, facilities, or information systems. It may be used to determine the loyalty, trustworthiness, suitability, fitness, and, eligibility of individuals for initial or continued access/employment with or service to the DEA.

Effect: Furnishing this information is voluntary. However, failure to furnish this information may result in a denial of access to DEA information, facilities, or information systems.