OMB Control Number 1670-XXXX
Expiration Date 05/2009

DEPARTMENT OF HOMELAND SECURITY
CVI NON-DISCLOSURE AGREEMENT

I, _____ , an individual official, employee, consultant, or subcontractor of or to _____ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

Execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure agreement that the signatory has executed or may execute with the United States Government or any of its departments or agencies.

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; 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 Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 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.

Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

Please read the statements below. Your signature acknowledges your obligation to not disclose the information to anyone not authorized to receive CVI. Failure to agree with all these statements will void this Non-Disclosure Agreement. After completing this task, provide answers to the contact information request below and submit this document to the Chemical Security Help Desk. Submitting this document will serve as a request to be recognized as an authorized user of CVI. DHS will provide to you an identification number to confirm your status as an authorized user .

1. I hereby acknowledge that I am familiar with, and I will comply with all requirements of the Chemical Security Compliance Program set out in Section 550 of PL 109-295, as amended, 6 CFR Part 27, as amended, the applicable CVI Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the Director of the DHS Chemical Security Compliance Division (CSCD) or his/her designee.

2. I hereby acknowledge that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the CVI to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the CVI.

3. I hereby acknowledge that I have received a security indoctrination / training concerning the nature and protection of CVI to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing CVI have been approved for access to it, and that I understand these procedures.

4. By being granted conditional access to CVI, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to CVI to which I am granted access.

5. I acknowledge that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with terms of this Agreement and the laws, regulations and/or directives, applicable to the information to which I am granted access. I understand that DHS may conduct inspections of my place of business pursuant to established procedures for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding of CVI under this Agreement. In the case of non-DHS Federal agencies inspections will be conducted in coordination with the appropriate Federal officials.

6. I will not disclose or release any CVI provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such CVI, I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the CVI. I will honor and comply with any and all dissemination restrictions cited to me by the proper authority.

7. If the Authorized Entity is a state or local government authority, I will not request, obtain, maintain, or use CVI unless the state CVI Security Officer or his/her designee has determined that I have a need to know.

8. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, unless such alteration or removal is authorized by the DHS CSCD CVI Security Officer or his/her designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

9. Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the Chemical Security Compliance Program, whichever occurs first, I will surrender promptly to the CVI Security Officer or Point of Contact CVI of any type whatsoever that is in my possession.

10. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for CVI, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation that I have knowledge of, whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

11. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

12. With respect to CVI, I hereby assign to the entity owning the CVI and the United States government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of CVI not consistent with the terms of this Agreement.

13. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to CVI, the Authorized Entity, 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 understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

14. Unless and until I am released in writing by an authorized representative of DHS, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

15. 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 any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature _____ **Date** _____

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You have successfully completed CVI Authorized User training. Please fax a copy of this page and the Non-disclosure Agreement to the Chemical Security Help Desk at 866-731-2728.

CVI Authorized User Information

(All fields are required unless otherwise noted.)

First Name: _____ ***Middle Initial:** _____

Last Name: _____

Organization: _____

Organization Type:

- ☐ Chemical facility employee
- ☐ DHS employee
- ☐ State or local gov't. employee
- ☐ Chemical facilitycontractor
- ☐ Federal gov't employee
- ☐ State or local gov't. contractor
- ☐ Vested Private Third Party
- ☐ Federal gov't contractor
- ☐ Other

Business Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **E-mail:** _____

Describe Offical Duties: _____

Direct Supervisor's Name: _____

Supervisor's Telephone Number: _____

☐ *Please check this box if you are a contractor. Identify below the government agency you support.

***Government Agency:** _____

* Optional