

DCIP Non-Disclosure Agreement



Defensive Counterintelligence Program Non-Disclosure Agreement

PART I: TO BE COMPLETED PRIOR TO RECEIVING INFORMATION. READ AND ACKNOWLEDGE:

I, _____, agree to hold the information I am about to receive regarding inquiries and/or activities of the FAA Defensive Counterintelligence Program (DCIP), specifically the matter of: _____ and specific counterintelligence investigations by other elements of the U.S. Government, (hereinafter "received information") in trust and confidence. Further:

_____ I understand that unauthorized disclosure of the received information could adversely affect or compromise national security, national security-related investigations or inquiries, and/or the personal and professional reputations of innocent parties. Unauthorized disclosure is disclosure of such information to personnel outside the DCIP who do not have both a valid need to know and a signed DCIP non-disclosure agreement, both as verified by the DCIP, unless authorized in writing in advance by the Manager, Advanced Threat Analysis and Mitigation Division, AXI-300, Office of Investigations or the Director, Office of Investigations, AXI-1.

_____ I understand that I am bound to protect received information, and it is my responsibility to secure this received information from unauthorized disclosure in accordance with all applicable law and policies. I will report within 24 hours to the FAA, Office of Security and Hazardous Materials Safety, Defensive Counterintelligence Program Branch, AXI-310, 202-267-4002 or 202-267-9415, any unauthorized disclosure. I may contact the DCIP with any questions regarding disclosure of information received from the DCIP.

_____ I understand that if, in fulfilling any request from the DCIP, I have concerns with respect to my availability to complete work assignments or fulfill other obligations of my employment or contract (as applicable), I must advise the DCIP of that impact.

_____ I will neither discuss nor convey in any manner the received information to personnel outside the DCIP who do not have both a valid need to know and a signed DCIP non-disclosure agreement, both as verified by the DCIP, unless authorized in writing in advance by the Manager, Advanced Threat Analysis and Mitigation Division, AXI-300, Office of Investigations, or the Director, Office of Investigations, AXI-1.

_____ I understand that unauthorized disclosure of received information may subject me to personnel actions, as specified in Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee 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.

PART II: TO BE COMPLETED AT CONCLUSION OF RECEIVING INFORMATION:

My signature below acknowledges I will not disclose the information I received on the matter indicated above on the date indicated below, except as provided in this nondisclosure agreement. A copy of this agreement will remain on file with the DCIP and will remain within the possession of the DCIP at all times. However, I may view it upon written request.

(Printed Name)

(Signature) (Date)

(Position)

(Organization/Routing Symbol)

DCIP WITNESSING OFFICIAL:

(Printed Name, Title)

(Signature) (Date)

FOR OFFICIAL USE ONLY

(When filled in)

Public availability to be determined under U.S.C. 552

July 2021