



SENSITIVE BUT UNCLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

I, _____, _____ Student Volunteer - Law
 (Full Legal Name) (Position)

have been granted access to sensitive but unclassified information (hereafter, referred to as "The information") to perform my official duties. This may include, but is not limited to:

Initials	Information Category
	Details pertaining to personnel (staff, contractors, volunteers, visitors, and vendors)
	Details pertaining to district operations, finances, contracts, community outreach, litigation priorities, and official coordination or liaison
	Details pertaining to restricted and sensitive computer systems and networks
	Details pertaining to ongoing inner-office activities and matters
	Details pertaining to ongoing and completed law enforcement investigations
	Details regarding civil and criminal cases including: Attorney case strategies; Supporting documents, notes, and recordings belonging to other jurisdictions including other executive branch departments, state, local, tribal, and foreign governments; and Draft and final documents, proposals, motions, and procedural applications
	Various official, personal, and judicial records or documents.
	The information may contain personally identifiable, individual and business tax and financial, medical, and law enforcement sensitive information. Such information is normally subject to security in accordance with a specific law, executive order, department order, or local policy. When handling the information, you must know what is required and have the responsibility to ask your supervisor for the policy before taking custody or accessing the information.
	The information may be evidentiary, court-sealed, describe the location and identity of a subject or target, informants, witnesses, victims, co-defendants, conspirators, undercover agents, investigators, and jurists.
	The information must be safeguarded at all times, in all forms, and on all devices or systems. You are not allowed to mail, electronically forward or send the information to any personal e-mail account or device.
	The information belongs to a governmental organization or institution (Federal, State, Local, and Tribal), a non-governmental organization, a business, an individual, or combination thereof. Information presented, discussed, reviewed, stored, and created for a case, investigation, indictment, and all other associated information is government property

I understand:

	My failure to protect the information may result in initiation of administrative and disciplinary actions or penalties up to and including termination, immediate suspension or termination of access privileges or services, initiation of an investigation, criminal charges and/or assessment of penalties as provided for and allowed by law. I may also be prohibited access to the information in the future should I fail in my duties.
	The court may keep records such as orders or other documents relating to judicial and law enforcement proceedings under seal as long as necessary to prevent unauthorized disclosure.
	I must safeguard all information in a manner that ensures only authorized persons have access to the information. I must also never disclose information to anyone not specifically authorized by the United States Attorney's Office, a court, an investigator, or my supervisor without the direct approval of the same.
	I will return any and all government owned information I have in my custody or care upon resignation, retirement, release, transfer, or separation. I will not share, seek, or attempt to gain access to sensitive information after my departure including information about the status of prior work cases or projects in which I was previously allowed access.
	I will immediately inform the United States Attorney's Office of any attempt by any unauthorized person to gain access to the information.

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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.

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. 13526 (75 Fed. Reg. 707), or any successor thereto 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 of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4(b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 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.

This nondisclosure agreement does not supersede, conflict with, or otherwise alter your obligations, rights, or liabilities created by existing statute or Executive order relating to classified information, communications to Congress, 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 any other whistle blower protection pursuant to the Whistle-blower Act and the Whistle-blower Protection Enhancement Act of 2012.

I, _____, enter into this agreement freely and without reservation, hereby
(Full Legal Name)
affirming that I have read and understand. I will comply with the instruction outlined therein and as outlined by this nondisclosure agreement, with the United States Attorney's Office, and the court.

Signature

Date

Witnessed by:

Full Name

Date

Signature

District

AZ



Title