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# FEDERAL GRAND JURY INFORMATION NON-DISCLOSURE AGREEMENT

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I, \_\_\_\_\_, Student Volunteer- Law \_\_\_\_\_, understand that:  
(Full Legal Name) (Position)

Pursuant to the requirements established by Rule 6(e) of the Federal Rules of Criminal Procedures, I am fully aware that it is my responsibility as a participant to preserve the integrity and security of the proceedings including the protection of information. Such information includes but is not limited to information regarding a specific investigation, a criminal case, and the identities of subjects or targets, informants, witnesses, jurists, and investigators. This information may also contain personally identifiable information, individual and business tax and financial records, medical records, and other sensitive information.

- I understand that my failure to safeguard and protect grand jury information may result in immediate termination of services, initiation of an investigation, generate criminal charges and/or assessment of penalties as provided for and allowed by law. I may also be prohibited from any future work with a federal grand jury proceeding should I fail in my responsibilities.
- I must never disclose any information to anyone not specifically authorized by the United States Attorney's Office or the court without the direct approval of the same.
- I understand the court may keep records such as orders or other documents relating to grand jury proceedings under seal as long as necessary to prevent unauthorized disclosure. Notes taken, if any, by me cannot be removed from the facility and must be stored, protected, and ultimately destroyed by the United States Attorney's Office or the court.
- I understand the information presented, discussed, and created for a proceeding is government property and remains such even after the proceedings.
- I will safeguard all information in a manner that ensures only authorized persons have access to the information.
- I will immediately inform the United States Attorney's Office or the court of any attempt by any unauthorized person to gain access to grand jury 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.

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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 Rule 6(e). 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:**

\_\_\_\_\_  
Julia Santos  
Full Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

District

\_\_\_\_\_  
Human Resources Assistant  
Title

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USAO-NYE