Purpose

This form is to be completed when an individual's DOE access authorization/security clearance is terminated or administratively withdrawn, in accordance with DOE O 472.2, “Personnel Security,” and DOE O 470.4B, “Safeguards and Security,” or successor directives. Termination will be recorded in personnel security files/databases. Document any variations in Remarks/Reason for Security Termination section, above.

I hereby make the following statement in connection with the forthcoming termination of my access authorization/security clearance granted by the U.S. Department of Energy (DOE):

1. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

2. I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, 952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

3. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

4. I understand that all classified information to which I had access or may have obtained access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I have returned all classified materials which came into my possession or for which I was responsible because of such access. I further understand that if I did not return such materials, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

OFFICIAL USE ONLY


Name/Org: Date:

Guidance:
5. I am aware that the Section 224, Atomic Energy Act of 1954, as amended; and/or Sections 794, 798, and 1924 of U.S. Code, Title 18 "Crimes and Criminal Procedures," prescribe penalties for unauthorized disclosure, via any means, of Restricted Data (RD), Formerly Restricted Data (FRD), Transclassified Foreign Nuclear Information (TFNI), and other classified information relating to the national defense. I am further aware that I may be subject to criminal penalties if I have made any statement of material facts knowing that such statement is false or if I willfully conceal any material fact.

6. In accordance with DOE security regulations, I have destroyed or transferred to persons designated by the DOE all classified matter and material, and applicable controlled documents for which I was charged or which I had in my possession.

7. I have returned to a DOE official or person acting for the DOE all security badges, credentials as required, or other identification or access media issued to me by the DOE or its contractors.

8. I will immediately report to the Federal Bureau of Investigation (FBI) any attempt by an unauthorized individual to acquire from me classified or applicable controlled information.

9. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

10. I have read this Agreement carefully and my questions, if any, have been answered.

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**OMB BURDEN DISCLOSURE STATEMENT**

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Management, MA-90, GTN, Paperwork Reduction Project (1910-1800), U.S. Department of Energy, 1000 Independence Ave., SW, Washington, DC 20585-1290; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-1800), Washington, DC 20503.

**PRIVACY ACT STATEMENT**

Collection of the information requested is authorized by the Atomic Energy Act of 1954, as amended, and by Executive Orders 13764, 10865, and 13526. Disclosure of the information on this form is voluntary; however, your decision not to complete this form could result in a delay in (or denial of) processing this request (or any future request for reinstatement) of your U.S. Department of Energy (DOE) access authorization/security clearance. Your DOE access authorization/security clearance can be terminated regardless of whether this form is completed. Your name and Social Security Number are used as identifying factors to establish and maintain records of DOE access authorization actions in the DOE System of Records, DOE-43, "Personnel Security Files," and this form will be completed and maintained in your DOE Personnel Security File. Access to this record, within DOE and by other individuals, is permitted in accordance with the Privacy Act of 1974, as amended, 10 CFR 1008, and for routine uses in System of Records, DOE-43, "Personnel Security Files."

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(Signature of Debriefing Official)

(Signature of Person Whose Access Authorization/Security Clearance is Being Terminated)

(Title of Debriefing Official)

Debrief Date

☐ Only check if Subject is not available for debrief

OFFICIAL USE ONLY
This termination briefing is required because you are separating from Sandia Corporation (Sandia) and Sandia will no longer have an interest in or sponsor your security clearance. This termination briefing reiterates the continuing responsibility not to disclose classified information or matter to which you had access, the potential penalties for noncompliance, and the obligation to return all unclassified controlled and classified documents and materials in your possession to the Facility Security Officer, Sandia Designated Representative, the cognizant security office, or to the DOE. Therefore, you are reminded:

Unauthorized disclosure, unauthorized retention, or negligent handling of classified information by you could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 3]

Never divulge classified information to anyone unless: (a) you have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) you have been given prior written notice of authorization from the United States Government Department or Agency responsible for the classification of information, or last Department or Agency granting you a security clearance, that such disclosure is permitted. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 3]

Confirm from an authorized official that the information is unclassified before you disclose it, except to a person as provided in (a) or (b) above, if you are uncertain about the classification status of the information. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 3]

Comply with laws and regulations that prohibit the unauthorized disclosure of classified information. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 3]

Breach of this agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 4]

Unauthorized disclosure of classified information by you may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, 952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 4]

Nothing in the Classified Information Nondisclosure Agreement, SF-312, constitutes a waiver by the United States of the right to prosecute you for any statutory violation. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 4]

All royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of the Classified Information Nondisclosure Agreement are assigned by you to the United States Government. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 5]

All classified information to which you had access or may have obtained access is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 7]
All classified materials which came into your possession or for which you were responsible because of such access have been returned by you: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of your employment or other relationship with the Department or Agency that last granted you a security clearance or that provided you access to classified information; or (c) upon the conclusion of your employment or other relationship that requires access to classified information. If you do not return such materials upon request, you understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 7]

All conditions and obligations imposed upon you by the Classified Information Nondisclosure Agreement SF-312, apply during the time you were granted access to classified information, and at all times thereafter unless and until you are released in writing by an authorized representative of the United States Government. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 8]

All classified and unclassified controlled documents and matter, either in your possession or for which you had responsibility have been destroyed or transferred to persons designated by the U.S. Department of Energy. [SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 1]

All security badges, credentials, or other identification or access media issued to you by the U.S. Department of Energy or its contractors have been returned by you to a U.S. Department of Energy official or person acting for the U.S. Department of Energy. [SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 2]

Do not reveal to any person any Restricted Data, Formerly Restricted Data, or other classified information or unclassified controlled information relating to national defense of which you have gained knowledge except as authorized by law, regulations of the U.S. Department of Energy, or in writing by officials of the U.S. Department of Energy empowered to grant permission for such disclosure. [SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 3]

Any attempt by an unauthorized individual to acquire from you classified information or unclassified controlled information relating to national defense must be immediately report to the Federal Bureau of Investigation (FBI). [SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 4]

Penalties for unauthorized disclosure, via any means, of Restricted Data, Formerly Restricted Data, other classified information, and unclassified controlled information relating to the national defense are prescribed in the Atomic Energy Act as amended of 1954, and/or U.S. Code, Title 18 “Crimes and Criminal Procedures.” [SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 5]

Any statement of material facts knowing that such statement is false or if you willfully conceal any material fact of unauthorized disclosure, via any means, of Restricted Data, Formerly Restricted Data, other classified information, and unclassified controlled information relating to the national defense may be subject to criminal penalties. [SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 5]

ADMINISTRATIVE AND LEGAL SANCTIONS

Administrative and legal sanctions may be imposed on individuals who knowingly or willfully disregard security procedures and Federal regulations. Administrative sanctions may include reprimand, suspension, reassignment, termination of classification authority, loss or denial of access authorization, termination of employment, or other sanctions in accordance with applicable laws and agency regulations. [Penalties for unauthorized disclosure of UCN can be found in 10 CFR 1017.29, Civil Penalties and 10 CFR 1017.30, Criminal Penalties; penalties for unauthorized disclosure of classified information or matter can be found in Atomic Energy Act, Sections 224 and 227, 234B, Title 18, U.S.C., Sections 641, 793, 794, 798, 952, and 1924; Intelligence Identified Protection Action 1982.)

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