

### Purpose

The SEC225, Security Termination Briefing, and DOE F 472.12, Security Termination Statement, are required when an individual's Sandia-sponsored security clearance is to be terminated. Both reiterate to the clearance holder their ongoing responsibility to protect national security.

### Debriefing Official

The briefing is conducted by a Debriefing Official who provides the individual the Security Termination Briefing and completes with the affected individual the DOE F 472.12, Security Termination Statement. The Debriefing Official may be the person's Sandia manager or Human Resources Business Partner (HRBP). For contractors, the Debriefing Official may also be their cognizant Facility Security Officer (FSO) or Sandia Delegated Representative (SDR).

### Instructions for Debriefing Official

#### SEC225, Security Termination Briefing

- Provide the affected individual with a copy of this briefing and reiterate to them that as a former clearance holder, they have an ongoing responsibility to protect classified information.
- The Security Termination Briefing may be retained by the clearance holder for their records.

#### DOE F 472.12, Security Termination Statement

- Complete informational sections as applicable. Ensure 'Remarks' field accurately reflects terminating circumstances.
- Complete all Debriefing Official fields and signature block.
- Ensure the affected individual has read the contents and provided their signature. \*
- Submit via fax, email, or hand carry to the appropriate Badge/Clearance office within 3 working days of clearance termination.

**\* In all cases, an effort must be made to directly contact the individual to complete the briefing. However, if the affected individual is not available, DOE F 472.12 must still be completed and submitted by the Debriefing Official within two working days of clearance termination. In this circumstance, provide reasoning for individual not being available for debrief.**

This termination briefing is required because Sandia National Laboratories (Sandia) will no longer be sponsoring your security clearance. This 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:**

- That unauthorized disclosure, unauthorized retention, or negligent handling of classified information could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation.<sup>1</sup>
- That you must 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.<sup>1</sup>
- That you must 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.<sup>1</sup>
- That you must comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- That 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.<sup>2</sup>
- Any breach of the SF 312, *Classified Information Nondisclosure Agreement*, may result in the termination of any security clearances you hold, removal from any position of special confidence and trust requiring such clearances, or termination of your employment or other relationships with Departments or Agencies that granted your security clearance or clearances. Nothing in the SF 312 constitutes a waiver by the United States of the right to prosecute you for any statutory violation.<sup>2</sup>
- 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 SF 312, *Classified Information Nondisclosure Agreement*, are assigned by you to the United States Government.<sup>3</sup>
- 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.<sup>4</sup>
- All classified materials which came into your possession or for which you were responsible because of such access have been returned by me: (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.<sup>4</sup>
- All conditions and obligations imposed upon you by the SF 312, *Classified Information Nondisclosure Agreement*, apply during the time you were granted access to classified information, and at all times thereafter unless and until I am released in writing by an authorized representative of the United States Government.<sup>5</sup>
- All classified matter and material, and applicable controlled documents for which you were charged or which you had in your possession have been destroyed or transferred to persons designated by the U.S. Department of Energy in accordance with the Department's security regulations.<sup>6</sup>
- 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 to a U.S. Department of Energy official or person acting for the U.S. Department of Energy.<sup>7</sup>
- To immediately report to the Federal Bureau of Investigation (FBI), any attempt by an unauthorized individual to acquire from you classified or applicable controlled information.<sup>8</sup>
- That penalties for unauthorized disclosure, via any means, of Restricted Data, Formerly Restricted Data, Transclassified Foreign Nuclear Information, and other classified information relating to the national defense are prescribed in Section 224 of the Atomic Energy Act as amended of 1954, and/or Sections 794, 798, and 1924 of U.S. Code, Title 18, "Crimes and Criminal Procedures."<sup>9</sup>
- That 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, Transclassified Foreign Nuclear Information, and any other classified information relating to the national defense may be subject to criminal penalties.<sup>9</sup>
- To carefully read the DOE F 472.12, Security Termination Statement, and have your questions, if any, answered.<sup>10</sup>

1 SF 312, Item 3; DOE F 472.12, Item 1  
2 SF 312, Item 4; DOE F 472.12, Item 2  
3 SF 312, Item 5; DOE F 472.12, Item 3

4 SF 312, Item 7; DOE F 472.12, Item 4  
5 SF 312, Item 8; DOE F 472.12, Item 9  
6 DOE F 472.12, Item 6

7 DOE F 472.12, Item 7  
8 DOE F 472.12, Item 8  
9 DOE F 472.12, Item 9

10 DOE F 472.12 item 10



## ADMINISTRATIVE AND LEGAL SANCTIONS

Administrative and legal sanctions may be imposed on individuals who knowingly or willfully disregard security procedures and Federal regulations and 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 CLASSIFIED INFORMATION OR MATTER

#### ATOMIC ENERGY ACT | SECTION 2274. COMMUNICATION OF RESTRICTED DATA

Whoever, lawfully or unlawfully, having possession of, access to, control over, or being entrusted with any document, writing, sketch, photograph, plan, model, instrument, appliance, note, or information involving or incorporating Restricted Data—

- (a) communicates, transmits, or discloses the same to any individual or person, or attempts or conspires to do any of the foregoing, with intent to injure the United States or with intent to secure an advantage to any foreign nation, upon conviction thereof, shall be punished by imprisonment for life, or by imprisonment for any term of years or a fine of not more than \$100,000 or both;
- (b) communicates, transmits, or discloses the same to any individual or person, or attempts or conspires to do any of the foregoing, with reason to believe such data will be utilized to injure the United States or to secure an advantage to any foreign nation, shall, upon conviction, be punished by a fine of not more than \$50,000 or imprisonment for not more than ten years, or both.

#### ATOMIC ENERGY ACT | SECTION 234B. CIVIL MONETARY PENALTIES FOR VIOLATIONS OF DEPARTMENT OF ENERGY REGULATIONS REGARDING SECURITY OF CLASSIFIED OR SENSITIVE INFORMATION OR DATA

Civil penalty of not to exceed \$100,000 for each such violation.

#### TITLE 18, U.S.C., SECTION 641 - PUBLIC MONEY, PROPERTY OR RECORDS

Shall be fined under this title or imprisoned not more than ten years, or both; but if the value of such property in the aggregate, combining amounts from all the counts for which the defendant is convicted in a single case, does not exceed the sum of \$1,000, he shall be fined under this title or imprisoned not more than one year, or both.

#### TITLE 18, U.S.C., SECTION 793 - GATHERING, TRANSMITTING OR LOSING DEFENSE INFORMATION

Shall be fined under this title or imprisoned not more than ten years, or both.

#### TITLE 18, U.S.C., SECTION 794 - GATHERING OR DELIVERING DEFENSE INFORMATION TO AID FOREIGN GOVERNMENT

Shall be punished by death or by imprisonment for any term of years or for life.

#### TITLE 18, U.S.C., SECTION 798 - DISCLOSURE OF CLASSIFIED INFORMATION

Shall be fined under this title or imprisoned not more than ten years, or both.

#### TITLE 18, U.S.C., SECTION 952 - DIPLOMATIC CODES AND CORRESPONDENCE

Shall be fined under this title or imprisoned not more than ten years, or both.

#### TITLE 18, U.S.C., SECTION 1924 - UNAUTHORIZED REMOVAL AND RETENTION OF CLASSIFIED DOCUMENTS OR MATERIAL

Shall be fined under this title or imprisoned for not more than one year, or both.

#### INTELLIGENCE IDENTIFIES PROTECTION ACT 1982

Individual not authorized to receive classified information, knowing that the information disclosed so identifies such covert agent and that the United States is taking affirmative measures to conceal such covert agent's intelligence relationship to the United States, shall be fined under Title 18 or imprisoned not more than 15 years, or both.

Disclosure of information by persons who learn identify of covert agents as result of having access to classified information - whoever, as a result of having authorized access to classified information, learns the identity of a covert agent and intentionally discloses any information identifying such covert agent to any individual not authorized to receive classified information, knowing that the information disclosed so identifies such covert agent and that the United States is taking affirmative measures to conceal such covert agent's intelligence relationship to the United States, shall be fined under Title 18 or imprisoned not more than ten years, or both.

Disclosure of information by persons in course of pattern of activities intended to identify and expose covert agents shall be fined under Title 18 or imprisoned not more than three years, or both.

### PENALTIES FOR UNAUTHORIZED DISCLOSURE OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION

#### 10 CFR 1017.29 CIVIL PENALTIES

Not to exceed \$337,966 \* for each violation.

\*The Department of Energy ("DOE") routinely publishes in the Federal Register a final rule to adjust DOE's civil monetary penalties ("CMPs") for inflation as mandated by the Federal Civil Penalties Inflation Adjustment Act of 1990, as further amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 (collectively referred to herein as "the Act"). This rule adjusts CMPs within the jurisdiction of DOE to the maximum amount required by the Act. This adjustment was effective January 13, 2023.

#### 10 CFR 1017.30 CRIMINAL PENALTIES

Any person who violates section 148 of the Atomic Energy Act or any regulation or order of the Secretary issued under section 148 of the Atomic Energy Act, including these regulations, may be subject to a criminal penalty under section 223 of the Atomic Energy Act (42 U.S.C. 2273). In such case, the Secretary shall refer the matter to the Attorney General for investigation and possible prosecution.

SECURITY TERMINATION OF DOE ACCESS AUTHORIZATION SECURITY CLEARANCE

**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. 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 and other individuals, is permitted in accordance with the Privacy Act of 1974, as amended, IO Code of Federal Regulations 1008, and for routine uses in System of Records, DOE -43, "Personnel Security Files."

**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.

**Instructions**

This form is to be completed when an individual's Department of Energy (DOE) access authorization/security clearance is terminated or administratively withdrawn, in accordance with DOE Order (O) 472.2A, *Personnel Security*, and DOE O 470.4B, "Safeguards and Security," or successor directives. Termination will be recorded in DOE personnel security files/databases and external personnel security databases and repositories. Any variations to processing the termination are to be documented in Remarks/Reason for Security Termination section, below.

**Section 1 - Security Termination Information**

1. Full Name: <i>(Last, First, Middle)</i>	2. SSN:
3. Employer Associated with Security Termination:	4. Facility/Installation Where Security Terminated:
5. Contract Number(s): <i>(if contractor)</i>	
6. Remarks/Reason for Security Termination: <i>(Use plain language to fully explain the reason, e.g., resignation, termination, retirement, etc.)</i>	
7. Date of Security Termination:	8. DOE Clearance Number: <i>(if known)</i>
9. Present/Future Residence Address:	10. Name and Address of Future Employer: <i>(if known)</i>

**Continue to Section 2 - Security Termination Statement on next page.**

U.S. DEPARTMENT OF ENERGY  
SECURITY TERMINATION OF DOE ACCESS AUTHORIZATION SECURITY CLEARANCE

**Section 2 - Security Termination Statement**

**Read the following in its entirety.**

I hereby make the following statement in connection with the forthcoming termination of my access authorization/security clearance granted by 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 U.S. 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 U.S. criminal laws, including the provisions of sections 641, 793, 794, 798, 952 and 1924, title 18, United States Code (U.S.C.); the provisions of section 783(b), title 50, U.S.C.; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the U.S. Government 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 that this may be a violation of sections 793 and/or 1924, title 18, U.S.C., a United States criminal law.
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.C., 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 investigation (FBI) any attempt by an unauthorized individual to acquire classified or applicable controlled information from me.
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.

Signature:	Date:
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Debriefing Official Signature:	Date:
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Printed Name and Title of Debriefing Official:

If person is not available for signature, provide reasoning: