

**SECURITY TERMINATION STATEMENT**

Full Name (Print - Last, First Middle):

Social Security Number:

Employer Associated with Security Termination:

Facility/Installation Where Security Terminated:

Contract Number(s) (if contractor)

Remarks/Reason for Security Termination (please use plain language reasoning)

Date of Security Termination:

DOE Clearance Number (If known):

Present/Future Residence:

Name and Address of Future Employer (if known):

**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is to be completed when an individual's DOE access authorization/security clearance is terminated or administratively withdrawn, in accordance with DOE O 472.2, "Personnel Security," and DOE O 470.4B, "Safeguards and Security," or successor directives.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.

**PLEASE READ THE FOLLOWING IN ITS ENTIRETY (Continued on second page)**

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

May be exempt from public release under the Freedom of Information Act (5 U.S.C. 552) Exemption (b)(6) Personal Privacy. Department of Energy review required before public release.

Name/Org:

Date:

Guidance:

**OFFICIAL USE ONLY**

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.

**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 and 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."

(Signature of Debriefing Official)

(Title of Debriefing Official)

(Printed/Typed Name of Debriefing Official)

Debrief Date

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

**Only** check if Subject is not available for debrief

# Sandia National Laboratories

## SEC225 Security Termination Briefing

05/2018

*This termination briefing is required because you are separating from Sandia National Laboratories (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 me 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 | SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 1]

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 responsible for the classification of information, or last Department or Agency granting me a security clearance, that such disclosure is permitted. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 3 | SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 1]

Confirm from an authorized official that the information is unclassified before I disclose it, except to a person as provided in (a) or (b) above, if I am uncertain about the classification status of the information. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 3 | SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 1]

Comply with laws and regulations that prohibit the unauthorized disclosure of classified information. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 3 | SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 1]

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. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 4 | SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 2]

Nothing in the SF-312, *Classified Information Nondisclosure Agreement*, constitutes a waiver by the United States of the right to prosecute me for any statutory violation. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 4 | SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 2]

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 me to the United States Government. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 5 | SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 3]

All classified information to which I 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 | SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 4]

All classified materials which came into my possession or for which I was 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 my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I 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 | SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 4]

All conditions and obligations imposed upon me by the SF-312, *Classified Information Nondisclosure Agreement*, apply during the time I was 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. [CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT, SF312; Item 8 | SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 9]

All classified matter and material, and applicable controlled documents for which I was charged or which I had in my possession have been destroyed or transferred to persons designated by the U.S. Department of Energy in accordance with the Department's security regulations. [SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 6]

All security badges, credentials, or other identification or access media issued to me 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. [SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 7]

Immediately report to the Federal Bureau of Investigation (FBI), any attempt by an unauthorized individual to acquire from me classified or applicable controlled information. [SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 8]

# Sandia National Laboratories

## SEC225 Security Termination Briefing

05/2018

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." [SECURITY TERMINATION STATEMENT, DOE F 5631.29, Item 5]

Any statement of material facts knowing that such statement is false or if I 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. [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 Unclassified Controlled Nuclear Information

#### 10 CFR 1017.29 CIVIL PENALTIES

Not to exceed \$264,093\* 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 11, 2018.

#### 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.

### Penalties for unauthorized disclosure of classified information or matter

#### ATOMIC ENERGY ACT | SECTION 224. COMMUNICATION OF RESTRICTED DATA

Whoever communicates, transmits, or discloses Restricted Data 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. Whoever communicates, transmits, or discloses Restricted Data 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 IDENTITIES 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.

## Protecting What Is Ours

security.sandia.gov 505-845-1321 security@sandia.gov