

TRIBAL SENSITIVE INFORMATION NONDISCLOSURE STATEMENT

PRIVACY ACT STATEMENT

AUTHORITY: Chief Order 10001 .

PRINCIPAL PURPOSE(S): The information contained herein will be used to precisely identify individuals when it is necessary to certify their access to tribal sensitive information.

ROUTINE USE(S): Blanket routine uses, as published by Department of Tribal Affairs in the New River Register.

DISCLOSURE: Voluntary; however, failure to provide requested information may result in delaying the processing of your certification.

SECTION A

An Agreement Between _____ and the Whitetop Nation.

(Printed or Typed Name)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or material protected within Tribal Government, hereinafter referred to in this Agreement as Tribal Sensitive Information (TSI). I have been advised that TSI involves or derives from government and intelligence sources or methods. TSI is classified or in the process of a classification determination under the standards of Chief Order 10001 or other Executive order or statute. I understand and accept that by being granted access to TSI, special confidence and trust shall be placed in me by the Whitetop Nation.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of TSI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of TSI. I further understand that all my obligations under this Agreement continue to exist whether or not I am required to sign such subsequent agreements.

3. I have been advised that unauthorized disclosure, unauthorized retention, or negligent handling of TSI by me could cause irreparable injury to the Whitetop Nation or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as TSI or that I know to be TSI to anyone who is not authorized to receive it without prior written authorization from the Whitetop Nation's department or agency (hereinafter Department or Agency) that last authorized my access to TSI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to TSI, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof, in order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be TSI, or related to or derived from TSI, is considered by such Department or Agency to be TSI. I further understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized fashion.

4. In consideration of being granted access to TSI and of being assigned or retained in a position of special confidence and trust requiring access to TSI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any TSI or description of activities that produce or relate to TSI or that I

4. (Continued) have reason to believe are derived from TSI, that I contemplate disclosing to any person not authorized to have access to TSI or that I have prepared for public disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to TSI and thereafter, and I agree to make any required submissions prior to discussing the preparation with, or showing it to, anyone who is not authorized to have access to TSI. I further agree that I will not disclose the contents of such preparation to any person not authorized to have access to TSI until I have received written authorization from the Department or Agency that last authorized my access to TSI that such disclosure is permitted.

5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 set forth any TSI. I further understand that the Department or Agency to which I have made a submission will act upon them, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

6. I have been advised that any breach of this Agreement may result in the termination of my access to TSI and removal from a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to TSI. In addition, I have been advised that any unauthorized disclosure of TSI by me may constitute violations of Whitetop Nation criminal laws, including the provisions of Tribal Code. Nothing in this Agreement constitutes a waiver by the Whitetop Nation of the right to prosecute me for any statutory violation.

7. I understand that the Whitetop Nation may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate Whitetop Nation Courts where the Whitetop Nation may elect to file the action. Court costs and reasonable attorneys' fees incurred by the Whitetop Nation may be assessed against me if I lose such action.

8. I understand that all information to which I may obtain access by signing this Agreement is now and will remain the property of the Whitetop Nation unless and until otherwise determined by an appropriate official or final ruling of a

8. (Continued) court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title or claim whatsoever to such information. I agree that I shall return all materials that may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the Whitetop Nation or upon the conclusion of my employment or other relationship with the Whitetop Nation entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Tribal Code.

9. Unless and until I am released in writing by an authorized representative of the Department or Agency that last provided me with access to TSI, I understand that all the conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to TSI, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns TSI and does not set forth such other conditions and obligations not related to TSI as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations, rights, or liabilities created by Tribal Code (governing disclosures to Tribal Council);

11. (Continued) (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); and the statutes which protect against disclosure that may compromise the Tribal security. The definitions, requirements, obligations, rights, sanctions and liabilities created by said Chief Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Tribal Code, and Chief Order 10001, so that I may read them at this time, if I so choose.

13. I hereby assign to the Whitetop Nation all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

14. This Agreement shall be interpreted under and in conformance with the laws of the Whitetop Nation.

15. I make this Agreement without any mental reservation or purpose of evasion.

16. TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	17. GRADE/RANK/SVC	18. WTN NO.	19. BILLET NO. <i>(Optional)</i>
20. ORGANIZATION	21. SIGNATURE		22. DATE SIGNED <i>(YYMMDD)</i>

FOR USE BY TRIBAL AND GOVERNMENT CIVILIAN PERSONNEL

SECTION B

The execution of this Agreement was witnessed by the undersigned, who accepted it on behalf of the Whitetop Nation as a prior condition of access to Tribal Sensitive Information.

23. TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	24. ORGANIZATION
25. SIGNATURE	26. DATE SIGNED <i>(YYMMDD)</i>

FOR USE BY CONTRACTORS/CONSULTANTS/NON-GOVERNMENT PERSONNEL

SECTION C

The execution of this Agreement was witnessed by the undersigned.

27. TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	28. ORGANIZATION
29. SIGNATURE	30. DATE SIGNED <i>(YYMMDD)</i>

SECTION D

This Agreement was accepted by the undersigned on behalf of the Whitetop Nation as a prior condition of access to Tribal Sensitive Information.

31. TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	32. ORGANIZATION
33. SIGNATURE	34. DATE SIGNED <i>(YYMMDD)</i>