ATTACHMENT D

CONDITIONAL ACCESS TO SENSITIVE BUT UNCLASSIFIED INFORMATION NON-DISCLOSURE AGREEMENT

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized use or disclosure, in accordance with the terms of this Agreement.

2. As used in this Agreement, sensitive but unclassified information is any information, the loss, misuse, or unauthorized access to or unauthorized disclosure or modification of which could adversely affect the national interest or the conduct of Federal programs including information covered by 18 U.S.C. □□ 1905 and 1906, or the proprietary interests of national banks or their customers or the privacy to which individuals are entitled under Title 5 U.S.C. □ 552a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of work performed under Contract # _____. This approval will permit me conditional access to certain information, including but not limited to, documents, memoranda, reports and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Office of the Comptroller of the Currency (OCC) has predetermined, in its sole discretion, is inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the OCC by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information which is provided to me pursuant to this Agreement to any person, unless I have been advised in writing by the OCC that the individual is authorized to receive it. Unless expressly authorized by the OCC, I will not use any sensitive but unclassified information for any commercial or other purpose other than that for which access to such information is provided under Contract # _____**.** I agree that I must seek and obtain the prior written approval of the OCC for any proposed disclosure or use.

   Additionally, I will submit to the OCC for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on Contract # _____ in order for the OCC to ensure that no sensitive but unclassified information is disclosed.

5. 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 sensitive but unclassified information not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the OCC, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances which will maintain the security protection of such material. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the OCC to be placed in secure storage unless it is determined by OCC officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to me, OCC officials will review the notes for purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain sealed in secure storage at the OCC.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the mission and security of the OCC.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional

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access to sensitive but unclassified information. This may serve as a basis for denying me conditional access to OCC information, both classified and sensitive but unclassified, in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed therein not to divulge may constitute a criminal offense.

9. Unless and until I am provided a written release by the OCC from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on Contract # _____, 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 shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting use or disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceedings to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with , or otherwise alter the employee obligations, rights or liabilities created by Executive order 12356; 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 (governing disclosures of illegality, waste, fraud, abuse or public health and safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by the Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____
Name Date

This Agreement was accepted by the undersigned on behalf of the OCC as a prior condition of conditional access to sensitive but unclassified information.

_____ _____
Office of the Comptroller of the Currency Date