



**NONDISCLOSURE TERMS & CONDITIONS AGREEMENT BETWEEN THE NORTH DAKOTA STATE & LOCAL INTELLIGENCE CENTER (NDSLIC) AND THE APPLICANT PERTAINING TO THE PROPER HANDLING OF "FOR OFFICIAL USE ONLY" (FOUO)" AND "LAW ENFORCEMENT SENSITIVE (LES) INFORMATION.**

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1. I hereby accept the obligations contained in this Agreement in consideration of my being granted access to FOUO & LES information. As used in this agreement, FOUO / LES information is marked or unmarked FOUO/LES information, including oral communication, which is FOUO/LES information under the standards of the NDSLIC. I understand and accept that being granted access to FOUO/LES information, special confidence and trust shall be placed in me by the NDSLIC.

2. I hereby acknowledge that I have read the attached document, titled "Safeguarding Sensitive but Unclassified Information" and a copy has been provided to me, and that I have received a security indoctrination concerning the nature and protection of FOUO/LES information, 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 that I understand these procedures. I also acknowledge that I have been advised that the NDSLIC adheres to 28 CFR (Code of Federal Regulations) Part 23 guidelines, with respect to criminal intelligence files, and will only share criminal intelligence information with other law enforcement agencies that adhere to (same).

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of FOUO/LES information by me could cause damage or irreparable injury to the NDSLIC. I hereby agree that I will never divulge FOUO/LES information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the NDSLIC to receive it; or (b) I have been given prior authorization from the agency responsible for the information that such disclosure is permitted; or (c) the recipient has the "need to know" in order to perform their official, public safety duties. I understand that if I am uncertain about the classification status or handling control authority of information received from the NDSLIC, I am required to confirm from an authorized NDSLIC official that the information is FOUO/LES before I may disclose it, except to a person as provided in (a) or (b) above.

4. I have been advised that any breach of this Agreement may result in the termination of my affiliation with the NDSLIC.

5. I have read this agreement carefully and my questions, if any, have been answered.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_