

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

---

ANTHONY SHAFFER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 1:10-cv-02119 (RMC)
	)	
DEFENSE INTELLIGENCE AGENCY, <i>et</i>	)	
<i>al.</i> ,	)	
	)	
Defendants.	)	

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Exhibit A to Defendants' Second Motion for Summary Judgment

**Unclassified Declaration of Wayne R. Scheller  
(with Plaintiffs' Secrecy Agreements)**

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF COLUMBIA**

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ANTHONY SHAFFER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 1:10-cv-02119
	)	
DEFENSE INTELLIGENCE AGENCY, <i>et</i>	)	
<i>al.</i> ,	)	
	)	
Defendants.	)	

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**DECLARATION OF WAYNE R. SCHELLER**

I, Wayne R. Scheller, declare the following to be true and correct:

1. I serve in the Adjudications Branch of Personnel Security in the Directorate for Mission Support in the Defense Intelligence Agency (“DIA”). I have held this position since October 2004. Prior to occupying this position, I was DIA Due Process Team Lead. This declaration is based on my personal knowledge or information provided to me in my official capacity.
2. In my official capacity, I am the custodian of official agency records relating to due process actions resulting in Defense Intelligence Security Appeals Board hearings. Each of the exhibits referenced herein is derived from a copy of an official document in the records in my custody.
3. Attached hereto and identified as “Exhibit A” is a true and correct copy of a non-disclosure agreement signed by Anthony A. Shaffer on May 8, 1984.
4. Attached hereto and identified as “Exhibit B” is a true and correct copy of a non-disclosure agreement signed by Mr. Shaffer on August 26, 1985.

5. Attached hereto and identified as "Exhibit C" is a true and correct copy of a non-disclosure agreement signed by Mr. Shaffer on May 22, 1986.

6. Attached hereto and identified as "Exhibit D" is a true and correct copy of a non-disclosure agreement signed by Mr. Shaffer on November 28, 1995.

7. Attached hereto and identified as "Exhibit E" is a true and correct copy of a non-disclosure agreement signed by Mr. Shaffer on October 2, 1997.

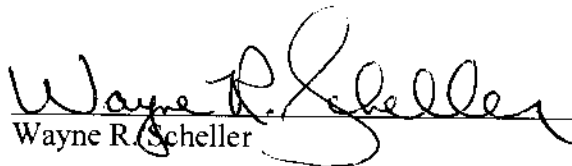
8. Attached hereto and identified as "Exhibit F" is a true and correct copy of a non-disclosure agreement signed by Mr. Shaffer on August 23, 2010.

9. Attached hereto and identified as "Exhibit G" is a true and correct copy of a non-disclosure agreement signed by Mr. Shaffer on August 23, 2010.

10. The documents attached hereto have been redacted to conceal Mr. Shaffer's Social Security number.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on: 22 APRIL, 2013.

  
Wayne R. Scheller

04/05/2006 14:54

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INSCOM FOI/PO

PAGE 04/05

**SENSITIVE COMPARTMENTED INFORMATION  
NONDISCLOSURE AGREEMENT**

An Agreement Between SHAFFER, ANTHONY A. and the United States  
(Name-Printed or Typed) (Last, First, Middle Initial)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information. I have been advised that Sensitive Compartmented Information involves or derives from intelligence sources or methods and is classified or classifiable under the standards of Executive Order 12356 or other Executive order or statute. I understand and accept that by being granted access to Sensitive Compartmented Information special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of Sensitive Compartmented 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 I understand these procedures. I understand that I may be required to sign an appropriate acknowledgment upon being granted access to each category of Sensitive Compartmented Information. I further understand that all my obligations under this Agreement continue to exist with respect to such categories whether or not I am required to sign such an acknowledgment.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention, or negligent handling of Sensitive Compartmented Information by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to Sensitive Compartmented Information. I further understand that I am obligated by law and regulation not to disclose any classified information in an unauthorized fashion.

4. In consideration of being granted access to Sensitive Compartmented Information and of being assigned or retained in a position of special confidence and trust requiring access to Sensitive Compartmented Information, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information, all information or materials, including works of fiction, which contain or purport to contain any Sensitive Compartmented Information or description of activities that produce or relate to Sensitive Compartmented Information or that I have reason to believe are derived from Sensitive Compartmented Information, that I contemplate disclosing to any person not authorized to have access to Sensitive Compartmented Information or that I have prepared for public disclosure. I understand and agree that my obligation to submit such information and materials for review applies during the course of my access to Sensitive Compartmented Information and thereafter, and I agree to make any required submissions prior to discussing the information or materials with, or showing them to anyone who is not authorized to have access to Sensitive Compartmented Information. I further agree that I will not disclose such information or materials to any person not authorized to have access to Sensitive Compartmented Information until I

have received written authorization from the Department or Agency that last authorized my access to Sensitive Compartmented Information 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 information or materials submitted pursuant to paragraph 4 set forth any Sensitive Compartmented Information. I further understand that the Department or Agency to which I have submitted materials 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 Sensitive Compartmented Information and retention in 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 Sensitive Compartmented Information. In addition, I have been advised that any unauthorized disclosure of Sensitive Compartmented Information by me may constitute violations of United States criminal laws, including the provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. 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 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 United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government 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 forever remain the property of the United States Government. I do not now, now will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials, which may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

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 Sensitive Compartmented Information, I understand that all the conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to Sensitive Compartmented Information, and at all times thereafter.

FORM  
DD 1847-1  
83 JAN

00000108

EXHIBIT A

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 Sensitive Compartmented Information and does not set forth such other conditions and obligations not related to Sensitive Compartmented Information as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12356, as amended, so that I may read them at this time, if I so choose.

11. 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 Sections 793, 794, 798,

12. I hereby assign to the United States Government 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.

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

*Anthony A. Shaffer*  
Signature

TRADOC, 2LT U.S. ARMY  
Organization

SHAFFER, ANTHONY A.  
Printed/Typed Name (Last, First, Middle Initial)

[REDACTED]  
SSN (See Notice Below)

2LT  
Rank/Grade

84/05/08  
Date (YY, MM, DD)

Billet Number (Optional)

**FOR USE BY MILITARY AND GOVERNMENT CIVILIAN PERSONNEL**

Witness and Acceptance:  
The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

INSCOM/SP5/ARMY  
Organization

84/05/08  
Date (YY, MM, DD)

ROBERT J. SHANN, SP5, SSR, SSO  
Printed/Typed Name (Last, First, Middle Initial)

Witness:  
The execution of this Agreement was witnessed by the undersigned.

Signature

Organization

Printed/Typed Name (Last, First, Middle Initial)

Date (YY, MM, DD)

Acceptance:  
This Agreement was accepted by the undersigned on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

Signature

Organization

Printed/Typed Name (Last, First, Middle Initial)

Date (YY, MM, DD)

Notice: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above. While your disclosure of SSN is not mandatory, your failure to do so may delay the processing of such certification.

**SENSITIVE COMPARTMENTED INFORMATION  
NONDISCLOSURE AGREEMENT**

An Agreement Between SHAFFER, ANTHONY A. and the United States  
(Name—Printed or Typed) (Last, First, Middle Initial)

1. Intending to be legally bound; I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information. I have been advised that Sensitive Compartmented Information involves or derives from intelligence sources or methods and is classified or classifiable under the standards of Executive Order 12356 or other Executive order or statute. I understand and accept that by being granted access to Sensitive Compartmented Information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of Sensitive Compartmented 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 I understand these procedures. I understand that I may be required to sign an appropriate acknowledgment upon being granted access to each category of Sensitive Compartmented Information. I further understand that all my obligations under this Agreement continue to exist with respect to such categories whether or not I am required to sign such an acknowledgment.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention, or negligent handling of Sensitive Compartmented Information by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to Sensitive Compartmented Information. I further understand that I am obligated by law and regulation not to disclose any classified information in an unauthorized fashion.

4. In consideration of being granted access to Sensitive Compartmented Information and of being assigned or retained in a position of special confidence and trust requiring access to Sensitive Compartmented Information, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information, all information or materials, including works of fiction, which contain or purport to contain any Sensitive Compartmented Information or description of activities that produce or relate to Sensitive Compartmented Information or that I have reason to believe are derived from Sensitive Compartmented Information, that I contemplate disclosing to any person not authorized to have access to Sensitive Compartmented Information or that I have prepared for public disclosure. I understand and agree that my obligation to submit such information and materials for review applies during the course of my access to Sensitive Compartmented Information and thereafter, and I agree to make any required submissions prior to discussing the information or materials with, or showing them to anyone who is not authorized to have access to Sensitive Compartmented Information. I further agree that I will not disclose such information or materials to any person not authorized to have access to Sensitive Compartmented Information until I

have received written authorization from the Department or Agency that last authorized my access to Sensitive Compartmented Information 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 information or materials submitted pursuant to paragraph 4 set forth any Sensitive Compartmented Information. I further understand that the Department or Agency to which I have submitted materials 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 Sensitive Compartmented Information and retention in 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 Sensitive Compartmented Information. In addition, I have been advised that any unauthorized disclosure of Sensitive Compartmented Information by me may constitute violations of United States criminal laws, including the provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. 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 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 United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government 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 forever remain the property of the United States Government. I do not now, now will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials, which may have come into my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

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 Sensitive Compartmented Information, I understand that all the conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to Sensitive Compartmented Information, and at all times thereafter.

FORM  
DD 1847-1  
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EXHIBIT B

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 Sensitive Compartmented Information and does not set forth such other conditions and obligations not related to Sensitive Compartmented Information as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

11. 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 Sections 793, 794, 798,

and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12356, as amended, so that I may read them at this time, if I so choose.

12. I hereby assign to the United States Government 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.

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

*Anthony A. Shaffer*  
Signature

TRADOC ( CPT ) U.S. ARMY

Organization

SHAFFER, ANTHONY A.

Printed/Typed Name (Last, First, Middle Initial)

SSN (See Notice Below)

CPT

26 Aug 85  
Date (YY, MM, DD)

Billet Number (Optional)

Rank/Grade

FOR USE BY MILITARY AND GOVERNMENT CIVILIAN PERSONNEL

Witness and Acceptance:

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

*Robert J. Shann*  
Signature

USASSD ( SGT ) FT. HUACHUCA, AZ

Organization

SHANN, ROBERT J.

Printed/Typed Name (Last, First, Middle Initial)

850826

Date (YY, MM, DD)

FOR USE BY CONTRACTORS/CONSULTANTS/NON-GOVERNMENT PERSONNEL

Witness:

The execution of this Agreement was witnessed by the undersigned.

Signature

Organization

Printed/Typed Name (Last, First, Middle Initial)

Date (YY, MM, DD)

Acceptance:

This Agreement was accepted by the undersigned on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

Signature

Organization

Printed/Typed Name (Last, First, Middle Initial)

Date (YY, MM, DD)

Notice: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above. While your disclosure of SSN is not mandatory, your failure to do so may delay the processing of such certification.

R.U.S.G.P.D. 1984-421-546/17074

Supersap 2221 9 May 1988

3322202

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

F6

An Agreement Between ANTHONY A. SHAFFER and the United States

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement... 2. I hereby acknowledge that I have received a security indoctrination... 3. I have been advised and am aware that direct or indirect unauthorized disclosure... 4. I have been advised and am aware that any breach of this Agreement may result... 5. I hereby assign to the United States Government all royalties... 6. I understand that the United States Government may seek any remedy... 7. I understand that all information to which I may obtain access... 8. Unless and until I am released in writing by an authorized representative... 9. Each provision of this Agreement is severable... 10. I have read this Agreement carefully and my questions... 11. I make this Agreement without mental reservation or purpose of evasion.

SIGNATURE [Handwritten Signature] DATE 22 May 88 ORGANIZATION 321st Spt Grp

The execution of this Agreement was witnessed by the undersigned, who, on behalf of the United States Government, agreed to its terms and accepted it as a prior condition of authorizing access to classified information.

WITNESS AND ACCEPTANCE:

SIGNATURE [Handwritten Signature] DATE 22 May 88 ORGANIZATION HQ 371st Support Group

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information.



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CLASSIFY WHEN COMPLETED

SPECIAL ACCESS PROGRAM INITIAL SECURITY BRIEFING

For use of NSA with NSA, AR, JCS, JCS, and personnel in OCSA

I, the undersigned, certify that I have received a security briefing concerning the below listed Special Access Program(s). I am aware that willful disclosure of classified defense information to any unauthorized person may be punishable under Federal Criminal Statutes. I realize that the safeguarding of classified information or material is of the utmost importance and that loss or compromise of this information or material could be detrimental to the interests of national security.

Program(s) [redacted]  
(Nickname or code word)

I understand that specific classification guidance exists for this project and is available for reference. I have been instructed in the nature of this classified information and the procedures governing its safeguarding. I understand that willful violation or disregard of security regulations may cause the loss of my access authorization and security clearance.

I agree that I will never divulge, publish, or reveal (either by word, conduct, or other means) any classified defense information or knowledge concerning the above Special Access Program(s) except in the performance of my official duties or as authorized by the laws of the United States.

I understand that no change in my relationship and/or my organization's relationship will relieve me of my obligation under this agreement.

I take this obligation freely, without any mental reservation or purpose of evasion. I understand that signing this document constitutes agreement to undergo initial and random counterintelligence-scope polygraph examination and analyses, if requested by proper authority, to determine my suitability for receiving and/or maintaining access to program information.

WITNESS:

[Signature] 28 NOV 95  
(Signature) (Date)

[Signature] 11/28/95  
(Signature) (Date)

ANTHONY A. SHAFFER  
(Printed name)

Michael E. DENDY  
(Printed name)

[Redacted]  
(SSN)

CHIEF, INTEL DIV  
(Position and organization)

DIA/DHM-1A  
(Organization, telephone #, position)

PRIVACY ACT STATEMENT

The authority for obtaining personal information is Title 16, USC 3013. The principal use of this information is for identification for granting access to this project's information. No other use of this information will be made. Disclosure of the information is voluntary; however, failure to provide the data may delay or preclude access to this project's information.


EXHIBIT D

\*\*\*UNCLASSIFIED\*\*\*

ATTACHMENT THREE

INADVERTENT DISCLOSURE STATEMENT

I Certify that I will never divulge the classified information inadvertently exposed to me and I will not reveal to any person my knowledge of the existence of such information. I understand transmission or revelation of this information in any manner to an unauthorized person is punishable under U.S. code Title 18, Sections 793, 794, 798, and 952 and /or appropriate articles of the Uniform Code of Military Justice. The time limit for safeguarding of such information NEVER expires. I further certify I will never attempt to gain unauthorized access to such information. My signature below does not constitute an indoctrination or clearance but acknowledges my understanding of the above.

INFORMATION DISCLOSED:   
(Compartment digraph/trigraph or Study No.)

Anthony A. Shaffer  
TYPED OR PRINTED NAME

  
SIGNATURE

DHS-  
ORGANIZATION

  
SSN

  
WITNESS

2 Oct 97  
DATE

**NOTICE:** The Privacy Act, 5 U. S. C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is E. O. 9397. Your SSN will be used to identify you in determining when your access to the information indicated occurred. Although disclosure of your SSN is not mandatory, your failure to do so may impede such determination.

\*\*\*UNCLASSIFIED\*\*\*

May be classified at Program Level when filled in

EXHIBIT E

## SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE STATEMENT

PRIVACY ACT STATEMENT

**AUTHORITY:** EO 9397, November 1943 (SSN).

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

**ROUTINE USE(S):** Blanket routine uses, as published by Defense Intelligence Agency in the Federal Register.

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

SECTION A

An Agreement Between LTC Anthony A. Shaffer, US Army and the United States.  
(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 Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or in the process of a classification determination under the standards of Executive Order 12356 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, 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 SCI. 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 SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge anything marked as SCI or that I know to be SCI to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I understand that it is my responsibility to consult with appropriate management authorities in the Department or Agency that last authorized my access to SCI, 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 SCI, or related to or derived from SCI, is considered by such Department or Agency to be SCI. 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 SCI and of being assigned or retained in a position of special confidence and trust requiring access to SCI, 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 SCI or description of activities that produce or relate to SCI or that I

4. (Continued) have reason to believe are derived from SCI, that I contemplate disclosing to any person not authorized to have access to SCI 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 SCI 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 SCI. I further agree that I will not disclose the contents of such preparation to any person not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI 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 SCI. 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 SCI 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 SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including the provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. 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 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 United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys' fees incurred by the United States Government 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 United States Government 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 United States Government or upon the conclusion of my employment or other relationship with the United States Government entity providing me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States 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 SCI, I understand that all the conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to SCI, 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 SCI and does not set forth such other conditions and obligations not related to SCI 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 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

11. (Continued) (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 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 Section 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive 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 Sections 793, 794, 798, and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and Executive Order 12356, as amended, so that I may read them at this time, if I so choose.

13. I hereby assign to the United States Government 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 conformity with the laws of the United States.

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

16. TYPED OR PRINTED NAME (Last, First, Middle Initial) Shaffer, Anthony A.	17. GRADE/RANK/SVC LTC	18. SOCIAL SECURITY NO. [REDACTED]	19. BILLET NO. (Optional)
20. ORGANIZATION 94th Division (Force Sustainment)	21. SIGNATURE 		22. DATE SIGNED (YYMMDD) 10 08 23

FOR USE BY MILITARY AND GOVERNMENT CIVILIAN PERSONNEL

**SECTION B**

The execution of this Agreement was witnessed by the undersigned, who accepted it on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

23. TYPED OR PRINTED NAME (Last, First, Middle Initial) Bathen, Terry E	24. ORGANIZATION General Counsel's Office, Defense Intelligence Agency
25. SIGNATURE 	26. DATE SIGNED (YYMMDD) 23 AUG 2010

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 (Last, First, Middle Initial)	28. ORGANIZATION
29. SIGNATURE	30. DATE SIGNED (YYMMDD)

**SECTION D**

This Agreement was accepted by the undersigned on behalf of the United States Government as a prior condition of access to Sensitive Compartmented Information.

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


**CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT****AN AGREEMENT BETWEEN LTC ANTHONY A. SHAFFER AND THE UNITED STATES***(Name of Individual - Printed or typed)*


1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified 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.
3. 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 the 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.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, 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.
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 classified information not consistent with the terms of this Agreement.
6. 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 disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain 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 agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (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 Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.
8. 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.
9. 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.

*(Continue on reverse.)*

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; 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 or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 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 said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

SIGNATURE 	DATE 27 Aug 2010	SOCIAL SECURITY NUMBER (See Notice below) [REDACTED]
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print) 94th Division (Force Sustainment)		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE 	DATE 8-23-10	SIGNATURE	DATE
NAME AND ADDRESS (Type or print) Mr. Terry E. Bathen Office of General Counsel Defense Intelligence Agency 200 MacDill Boulevard Bolling Air Force Base Washington, DC 20340		NAME AND ADDRESS (Type or print) Mr. Karl C. Glasbrenner Chief, Personnel Security Office Defense Intelligence Agency 200 MacDill Boulevard Bolling Air Force Base Washington, DC 20340	

**SECURITY DEBRIEFING ACKNOWLEDGEMENT**

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.