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## EMPLOYMENT INTERVIEW NONDISCLOSURE AGREEMENT

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AN AGREEMENT BETWEEN

AND THE WYOMING MILITARY DEPARTMENT

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*(Name of Board Member - Printed above)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement as part of the execution of my official duties as a federal employee assigned, tasked, detailed, directed or ordered, whether voluntarily or involuntarily, to serve on an interview and selection panel for position vacancy # \_\_\_\_\_ (i.e. 20-### (Technician), 20-A1## (AGR-Army), 200A3## (AGR-Air). I understand and agree that all records received by, or discussed during the interview and selection panel are confidential. As used herein, "records" means any item, collection, or grouping of information about an individual, including but not limited to, education, financial transactions, medical history, and criminal, disciplinary or employment history that contains the individual's name, identifying number, symbol, or other identifying particular assigned to the individual. It also includes any matter verbally discussed by the interview and selection panel, scoring instruments used to evaluate applicants, and the selection decision prior to public disclosure. I understand and agree that such records and the information contained therein will not be disclosed to any person or entity not part of the referral and selection process set forth in WYMD 335 (Merit Placement and Promotion Plan), as amended.

2. I understand and agree that the unauthorized disclosure, unauthorized retention, or negligent handling of confidential information by me could be detrimental to the integrity of the hiring process. I hereby agree that I will never divulge confidential information received or discussed during the hiring process to anyone unless such disclosure authorized by 5 U.S.C. §552a(b)(1)-(12)(Privacy Act).

3. I have been advised that any breach of this Agreement may result in the suspension, revocation and termination of any security clearances I hold; and subject me to disciplinary or administrative actions, up to and including termination of my employment or military status under Technician Personnel Regulations or the Uniform Code of Military Justice. In addition, I have been advised that any unauthorized disclosure of confidential information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of section 552a(i)(1) title 5, United States Code; and civil remedies in section 552a(g)(1) title 5, United States Code. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

4. I understand that the WMD and 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.

5. Unless and until I am released in writing by an authorized representative of the WMD or the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I perform duties in connection with the hiring and selection panel, and at all times thereafter.

6. 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.

7. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

8. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto 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 of 1989 (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 could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); 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 Control 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.

9. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the Board president has made available to me 5 U.S.C. §552a, TPR 752, WYMD 335 and the UCMJ so that I may read them at this time, if I so choose.

*(Continue on reverse)*

**HRO FORM 312 (v.7-2014)**

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

**SIGNATURE**

**DATE**

SOCIAL SECURITY NUMBER *(See Notice below)*

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) *(Type or print)*

**WITNESS**

**ACCEPTANCE**

**THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.**

**THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE WMD and UNITED STATES GOVERNMENT.**

SIGNATURE

DATE

SIGNATURE

DATE

NAME AND ADDRESS *(Type or print)*

NAME AND ADDRESS *(Type or print)*

**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 Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to confidential information.