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**NATIONAL SECURITY AGENCY/CENTRAL SECURITY  
SERVICE**



**INSPECTOR GENERAL**

**REPORT OF INVESTIGATION**

**13 September 2013**

**IV-12-0012**

**Alleged False Statements & Failure to Obtain Pre-Publication  
Review**

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Approved for Release by NSA on 10-02-2017, FOIA Case # 79204 (litigation)  
NSA: 00023

Release: 2017-10

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## **(U) OFFICE OF THE INSPECTOR GENERAL**

(U) Chartered by the NSA Director and by statute, the Office of the Inspector General conducts audits, investigations, inspections, and special studies. Its mission is to ensure the integrity, efficiency, and effectiveness of NSA operations, provide intelligence oversight, protect against fraud, waste, and mismanagement of resources by the Agency and its affiliates, and ensure that NSA activities comply with the law. The OIG also serves as an ombudsman, assisting NSA/CSS employees, civilian and military.

### **(U) AUDITS**

(U) The audit function provides independent assessments of programs and organizations. Performance audits evaluate the effectiveness and efficiency of entities and programs and their internal controls. Financial audits determine the accuracy of the Agency's financial statements. All audits are conducted in accordance with standards established by the Comptroller General of the United States.

### **(U) INVESTIGATIONS**

(U) The OIG administers a system for receiving complaints (including anonymous tips) about fraud, waste, and mismanagement. Investigations may be undertaken in response to those complaints, at the request of management, as the result of irregularities that surface during inspections and audits, or at the initiative of the Inspector General.

### **(U) INTELLIGENCE OVERSIGHT**

(U) Intelligence oversight is designed to insure that Agency intelligence functions comply with federal law, executive orders, and DoD and NSA policies. The IO mission is grounded in Executive Order 12333, which establishes broad principles under which IC components must accomplish their missions.

### **(U) FIELD INSPECTIONS**

(U) Inspections are organizational reviews that assess the effectiveness and efficiency of Agency components. The Field Inspections Division also partners with Inspectors General of the Service Cryptologic Elements and other IC entities to jointly inspect consolidated cryptologic facilities.

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**I. (U) SUMMARY**

(b) (3) - P.L. 86-36

(b) (3) - P.L. 86-36  
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(U//~~FOUO~~) On 30 June 2011, the NSA/CSS Office of Inspector General (OIG) received an allegation that [redacted] and Program Manager [redacted] failed to obtain pre-publication review of a resume she used in conjunction with her personal business, [redacted]. It was further alleged that [redacted] knowingly and willfully submitted false OGE450s, Confidential Financial Disclosure Reports, by intentionally failing to list her partnership in [redacted].

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(U//~~FOUO~~) In addition to obtaining sworn testimony from [redacted] we interviewed her former immediate supervisor. We also obtained [redacted] OGE450s covering 2009 through 2012, her signed Form G170 Security Agreements, and pertinent records related to her involvement with [redacted]. The NSA pre-publication request database was also searched for relevant records. The investigation determined that, although aware of the requirement to do so, [redacted] failed to obtain pre-publication review of resume information used in conjunction with her position in [redacted]. The investigation also determined that [redacted] listed [redacted] on her OGE450s for 2009 and 2012 as required. However, she inadvertently failed to list the company as either an asset or an outside position on her OGE450s for 2010 and 2011.

(U//~~FOUO~~) The preponderance of the evidence supports the conclusion that [redacted] did not submit resume information, which disclosed both her Agency affiliation and related job duties, to the NSA/CSS Office of Information Security Policy (OISP) for review prior to releasing it publicly, in violation of NSA/CSS Policy 1-30, Review of NSA/CSS Information Intended for Public Release. The preponderance of the evidence supports the conclusion that [redacted] did not knowingly and willfully submit false OGE450s by intentionally failing to list her involvement in [redacted].

(U//~~FOUO~~) A copy of the NSA/CSS OIG report will be forwarded to Employee Relations (ER) and the Associate Directorate for Security and Counterintelligence (ADS&CI) for information and any action deemed appropriate.

(b) (3) - P.L. 86-36  
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## II. (U) BACKGROUND

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**(U) Introduction**

(U//FOUO) [redacted] has been an Agency civilian employee since [redacted]. She had previously been an Agency employee from [redacted] when she resigned from Government service to accept a position within private industry. [redacted] worked directly for [redacted] Chief [redacted] from September 2009 through July 2010, when her direct supervisor became [redacted] Chief. [redacted] In early 2013, [redacted] underwent reorganization and eliminated branches; therefore, [redacted] is currently supervised by the division chief, [redacted].

(U//FOUO) On 30 June 2011, ADS&CI referred allegations related to [redacted] involvement in [redacted] to the OIG. ADS&CI had developed information that [redacted] was listed as a subcontractor to [redacted] on [redacted] 11 March 2011 response to a Department of Defense (DoD) Request for Proposals (RFP) on a proposed contract in support of the [redacted] program. The [redacted] response included [redacted] resume, which disclosed her Agency affiliation and related job duties.

(b) (3) - P.L. 86-36  
**(U) Applicable Authorities** (b) (6)

### (U) 18 U.S.C. § 1001—False, Fictitious or Fraudulent Statements:

Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

### (U) NSA/CSS Personnel Management Manual (PMM) 30-2, Chapter 366—Personal Conduct

#### Section 2 - Personnel and Security Standards

#### Part 2-1. Work Environment

...K. False Statements – Employees will not knowingly make or present a false or fraudulent statement or claim; enter into an agreement or conspiracy to defraud the Government by obtaining or aiding in the payment or allowance of a false or

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IV-12-0012

fraudulent claim; or, knowingly and willfully falsify or conceal a material fact by a trick, scheme, or device...

**(U) NSA/CSS Policy 1-30, *Review of NSA/CSS Information Intended for Public Release***

**Policy**

...2. Public release in a private capacity: NSA/CSS affiliates acting in a private capacity, and not in connection with their official duties, may prepare information for public release...provided that the affiliate:...

...c. Uses only information that is UNCLASSIFIED and approved for release....

**Procedures**

...6. For public release in a private capacity:

- a. Resumes (including those intended for posting to public Web sites such as USAJobs.gov, Monster.com, and NSA.gov, or mailings to private companies as part of a job search): Current and former NSA/CSS affiliates shall submit resumes intended for public release to the Office of Information Security Policy (DJ2) for review according to procedures published on the Office of Information Security (DJ2) Web site and on nsa.gov to determine whether they contain NSA/CSS protected information. Before publicly disclosing his or her NSA/CSS affiliation in a resume, a current affiliate shall seek OPSEC guidance from an SSO and solicit a name check from Chief, S024. A current affiliate shall have his or her resume first reviewed by his or her organization's CAO before submitting it to DJ2.

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### III. (U) FINDINGS

(U//~~FOUO~~) **ALLEGATION 1:** Did [redacted] fail to submit resume information, which disclosed both her Agency affiliation and related job duties, to the OISP for review prior releasing it publicly?

(U//~~FOUO~~) **CONCLUSION:** Substantiated. The preponderance of the evidence supports the conclusion that [redacted] did not submit resume information, which disclosed both her Agency affiliation and related job duties, to the OISP for review prior to releasing it publicly, in violation of NSA/CSS Policy 1-30.

#### (U) Documentary Evidence

(U) [redacted] Response to DoD's [redacted] RFP

(U//~~FOUO~~) An [redacted] response to a DoD RFP in support of the [redacted] program, dated 11 March 2011, listed [redacted] as one of several [redacted] subcontractors. Further, the response included a one-page resume for [redacted] which listed her as a project manager at NSA from 2009 to present. The resume listed several of [redacted] NSA job duties, including [redacted]

[redacted]  
[redacted] The [redacted] response to the RFP is attached as Appendix A.

#### (U) OISP Records

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(U//~~FOUO~~) A check of OISP records from June 2010 through October 2011 specific to resumes disclosed no results for [redacted]. A separate OISP database had no record of [redacted] having requested a pre-publication review of any document from 1989 to October 2011.

#### (U) ADS&CI Records

(U//~~FOUO~~) ADS&CI records disclosed that [redacted] signed Security Agreements as both a contractor and a civilian. As a contractor, [redacted] signed the relevant Form G170B on [redacted]. She signed the Form G170 Security Agreement as a civilian employee on [redacted]. In signing both forms, [redacted] agreed to submit for review all materials she prepared for public disclosure that contained information obtained as a result of her relationship with NSA. Furthermore, she agreed not to disclose such materials publicly until having received written authorization to do so. These two forms are attached as Appendix B.

**(U) LinkedIn Records**

(U//~~FOUO~~) [redacted] resume on LinkedIn.com lists her as being a program manager with the Department of Defense since [redacted]. It listed no associated duties. The resume makes no mention of her affiliation with NSA.

**(U) Testimonial Evidence**

(b) (3) - P.L. 86-36

(U//~~FOUO~~) [redacted]

(U//~~FOUO~~) On 06 August 2013, [redacted] Program Manager, GG-13, [redacted] was interviewed and provided the following sworn testimony:

(U//~~FOUO~~) He was [redacted] branch chief and supervisor from [redacted] to [redacted] and her [redacted] had an outside business, but [redacted] could recall no additional details. He did not know whether [redacted] used a resume in conjunction with her outside position and did not recall being asked to review or edit such a resume. [redacted] knew of the requirement to submit resumes, and even works of fiction, to the OISP for pre-publication review prior to using them outside of NSA. She would have both received a briefing on that responsibility and signed a related form as part of the orientation process for new employees.

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(b) (3) - P.L. 86-36  
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(U//~~FOUO~~) [redacted]

(U//~~FOUO~~) On 13 August 2012, [redacted] and Program Manager, [redacted] GG-14, was interviewed and provided the following sworn testimony:

(U//~~FOUO~~) [redacted] knew of the requirement to submit information intended for public release for pre-publication review and authorization. She did so during her first time period as an NSA civilian when she was applying to become a contractor and then again after becoming a contractor when searching for another job. On both occasions, [redacted] required a resume that would include information about her work with the Agency. Further, [redacted] recalled being informed of the requirement when signing her Security Agreements with NSA as both a contractor and civilian.

(U//~~FOUO~~) In regard to her resume as submitted by [redacted] in that company's response to the RFP or [redacted] did not submit the information in that resume for pre-publication review: "That's a mistake on my part." She had used an old, OISP-authorized resume that was quite detailed in conjunction with her involvement with [redacted] and [redacted]. However, at some point, [redacted] personnel asked her to provide them updated information related to her current position and job duties with NSA. [redacted] verbally provided the information, which apparently was later used by [redacted] to create an updated resume for inclusion in the [redacted] response to the [redacted] RFP. Previous to her interview with the OIG, [redacted] was unaware that this specific resume had been created and used in the response (she had never seen

the written resume prior to the interview). However, she was aware that [redacted] would need to be able to tie her skills to customer needs. [redacted] simply made a thoughtless mistake in not submitting the information for pre-publication review prior to its release.

**(U) Analysis and Conclusions**

(b) (3) - P.L. 86-36  
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(U//~~FOUO~~) In her testimony, [redacted] acknowledged that she was well aware of the requirement to submit Agency-affiliated information intended for public release for pre-publication security review and authorization; she had been briefed on and signed Security Agreements acknowledging the requirement and had submitted resumes for appropriate review in the past. Furthermore, [redacted] said that she knew when providing the information that [redacted] intended to use the information related to her current position with the Agency to demonstrate to clients that her skills were applicable to their needs. She also acknowledged that her failure to submit the resume information she provided to [redacted] had been a "mistake."

(U//~~FOUO~~) NSA policy is clear in requiring that any information intended for public release receive official approval prior to said release. [redacted] knew this and yet failed to obtain approval to release information related to her current Agency affiliation and job duties. The preponderance of the evidence supports the conclusion that [redacted] did not submit resume information, which disclosed her Agency affiliation and related job duties, to the OISP for review prior to releasing it publicly, in violation of NSA/CSS Policy 1-30.

**(U//~~FOUO~~) ALLEGATION 2: Did [redacted] knowingly and willfully submit false OGE450s by intentionally failing to list her involvement in [redacted]**

**(U//~~FOUO~~) CONCLUSION: Unsubstantiated. The preponderance of the evidence supports the conclusion that [redacted] did not knowingly and willfully submit false OGE450s by intentionally failing to list her involvement in [redacted]**

**(U) Documentary Evidence**

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(b) (3) - P.L. 86-36  
(b) (6)

(U) [redacted] Response to DoD's [redacted] RFP

(U//~~FOUO~~) The 11 March 2011 [redacted] response to a DoD RFP mentioned earlier in this report (see Appendix A) listed [redacted] as a subcontractor to [redacted]. Further, the RFP included [redacted] resume.

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IV-12-0012

**(U) Maryland Corporate Charter Division Records**(b) (3) - P.L. 86-36  
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(U//~~FOUO~~) Records of the State of Maryland's Corporate Charter Division disclosed that [redacted] was organized and approved as a limited liability company (LLC) on [redacted]. The articles of organization, signed by [redacted] listed her as both a partner and the resident agent of the company and listed both [redacted] and [redacted] address as [redacted]. The form listed [redacted] purpose as an LLC as [redacted].

(b) (6)

(U//~~FOUO~~) According to the records, [redacted] and [redacted] filed to reinstate [redacted] as an LLC on [redacted]. [redacted] signed as the resident agent and both she and [redacted] signed as general partners of the company.

**(U) Administrative Law & Ethics (ALE) Records**

(U//~~FOUO~~) Records of ALE, NSA/CSS Office of the General Counsel, disclosed that [redacted] is a required OGE450 filer and has digitally signed and submitted said forms covering 2009 through 2012. On [redacted] OGE450 for 2009, she listed her partnership in [redacted] as a current outside position. However, she did not list the company as either an asset or income.<sup>1</sup> In digitally signing the form as [redacted] supervisor, [redacted] indicated that [redacted] affiliation with [redacted] was unrelated to her assigned duties. However, because [redacted] was a defense contractor in the same general field as [redacted] duties, he recommended that ALE issue [redacted] a Memorandum of Caution (MOC) alerting her to the potential for a conflict or appearance of a conflict.

(b) (3) - P.L. 86-36  
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(U//~~FOUO~~) Records revealed that [redacted] was listed neither as a current or past outside position nor as an asset or income on [redacted] OGE450s covering 2010 and 2011. The 2010 OGE450 was signed on 14 February 2011 by [redacted] who indicated that [redacted] reported financial interests and affiliations were unrelated to her assigned duties and no conflicts appeared to exist. Subsequent forms were signed by other supervisors. In [redacted] OGE450 covering 2012, she listed [redacted] as a current asset and income, but did not list it as an outside position. Her current supervisor, [redacted] signed the form and indicated that [redacted] reported financial interests and affiliations were unrelated to her Government duties and no conflicts appeared to exist.

(b) (3) - P.L. 86-36

(U//~~FOUO~~) According to ALE personnel, no MOC was issued related to the 2009 OGE450. The form covering 2009 was not reviewed until October 2011 due to a backlog. The form covering 2010 was reviewed in June 2011. Because the 2010 form did not list [redacted] and a potential conflict no longer appeared to exist, a MOC was not issued to [redacted].

<sup>1</sup> Under a section titled "Assets and Income" the OGE450 requires filers to list all sources of salary, fees, commissions, and other earned income of \$200 or more for themselves and \$1,000 or more for their spouses. Separately, under a section titled "Outside Position," the form requires that filers list all positions outside the U.S. Government held at any time during the reporting period.

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**(U) Testimonial Evidence**

(b) (3) - P.L. 86-36  
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~~U//FOUO~~

(U) [redacted]

(U//~~FOUO~~) On 06 August 2013, [redacted] was interviewed and provided the following sworn testimony:

(U//~~FOUO~~) [redacted] the company listed on [redacted] OGE450 for 2009 was an outside business owned by [redacted]. He did not recall any additional details, to include whether the company was active or defunct, was involved in Government contracts, its line of business, and what [redacted] position was within the company. He did not know why [redacted] was listed as an outside position, but not as an asset or income, on the 2009 OGE450. [redacted] speculated that at the time she completed the form, [redacted] told him that the company was a defense contractor and therefore he recommended that ALE issue a MOC. He did not recall whether ALE did so.

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(b) (3) - P.L. 86-36

(U//~~FOUO~~) Although at the time [redacted] was no longer [redacted] supervisor, he signed as such her OGE450 covering 2010, probably because Human Resources had not updated her supervisor's name in their system. [redacted] did not specifically recall reviewing [redacted] 2010 OGE450. Because [redacted] was not listed, he did not report any potential conflicts to ALE.<sup>2</sup>

(U//~~FOUO~~) [redacted] was required to execute an OGE450 annually due to her duties as the program manager of [redacted], for which she scheduled resources and allocated the budget. However, [redacted] was not a Contracting Officer's Representative (COR) on [redacted] or any other program.

~~U//FOUO~~

(U) [redacted]

(U//~~FOUO~~) On 13 August 2013, [redacted] was interviewed and provided the following sworn testimony:

(b) (3) - P.L. 86-36

(U//~~FOUO~~) Her duties at NSA include the management of several software development and research projects, including managing their resources and budget, assigning tasks, identifying tasks, and setting goals and objectives. She is not a COR. Rather, she considers herself a Technical Task Order Manager who keeps the CORs informed of what is going on with the various projects.

(b) (6)

(U//~~FOUO~~) [redacted] was started in [redacted] after various people began requesting her and [redacted] professional services. It has stayed an active company since its formation and is a partnership with no other employees. [redacted] uses [redacted]. While she was a contractor, [redacted] took an active role in [redacted].

<sup>2</sup> The OIG investigator pointed out that even if [redacted] no longer held an interest in [redacted] at the end of 2010, she was still required to list it as a former position. [redacted] responded that in reviewing the form he had not made that connection.

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IV-12-0012

the company. However, since joining NSA in [redacted] her role has become more and more peripheral. She tends to perform administrative tasks for [redacted] but no longer works on any projects. Because [redacted] [redacted] also has a full-time job, [redacted] is operated as a part-time side business.

(b) (6)

(U//FOUO) [redacted] has been a subcontractor (sub) on two Government contracts. [redacted]

[redacted]

performed "a little bit" of work on the approximately six-month long contract, which was for [redacted]

[redacted]

Both contracts have ended. [redacted] has never been a prime contractor to the Government. [redacted] has never represented [redacted] to the Government. She has attended [redacted] meetings with [redacted] employees, but not with Government personnel.

(b) (3) - P.L. 86-36  
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(U//FOUO) [redacted] did not intentionally leave her affiliation with [redacted] off of her OGE 450s; the omissions were an oversight. In regard to her form covering 2009, [redacted] said that she did not know why [redacted] was listed as an outside position, but not as an asset or income: "It should have been listed [under both outside positions and assets and income]." She speculated that when completing the form she may have thought that listing the company under one section of the report was sufficient. At the time [redacted] completed the form, she discussed her involvement in [redacted] with [redacted]. She never received a MOC from ALE related to her involvement with the company.

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(U//FOUO) [redacted] could not explain why she did not list [redacted] on her next two OGE450s, but then listed it on her most recent OGE450 covering 2012: "I think it may have just been an oversight." [redacted] speculated that on the 2012 OGE450 she listed [redacted] as an asset and income, but not as an outside position, because although technically a partner, she was no longer active in the company. She listed it under assets and income [redacted]

Further, [redacted] had neglected to read the directions for outside positions, which state that as a filer, she is to list any outside position, regardless of whether or not she was compensated: "Oh. Well, I guess that I should list it there."

(b) (3) - P.L. 86-36  
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(U//FOUO) [redacted] was asked whether she had ever spoken with her current supervisor, [redacted] about [redacted] given that she listed the company on her 2012 OGE450 and yet [redacted] had signed off that no conflicts appeared to exist: "No, I haven't talked to him about it." [redacted] was unaware that [redacted] had been a defense contractor.

(U//FOUO) [redacted] has nothing to hide. She had no reason for trying to cover up her involvement in [redacted] during 2010 and 2011, as it would not have concerned her supervisors; the company's work was unrelated to her official job duties and programs. Further, [redacted] is not pursuing any subcontract or contract work with NSA or any other Government agency. The errors on the forms were completely unintentional. [redacted] pointed out that she had made another inadvertent error as well - listing her rental property in [redacted] on her 2009, 2011, and 2012 OGE450's, but forgetting to list it on her OGE450 for 2010. When completing

(b) (3) - P.L. 86-36

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her OGE450s, she did not use the previous version and then update it as necessary; as a result, errors occurred.

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**(U) Analysis and Conclusions**

(U//FOUO) The investigation disclosed no evidence that [redacted] intentionally omitted [redacted] from her OGE450s. Rather, the fact that she listed her affiliation with the company in both her 2009 and 2012 forms indicates that the omissions in 2010 and 2011 were simply oversights. Further bolstering this conclusion was [redacted] failure to list a [redacted] rental property on her 2010 OGE450, when it was listed on her forms for 2009, 2011, and 2012. Additionally, [redacted] testified that she had never represented [redacted] to the Government and that [redacted] had been a sub on only two Government contracts, neither of which was with NSA or related to her job duties with the Agency; she had no motive for intentionally hiding her affiliation with the company. Finally, we found it reasonable that [redacted] failure to simply update previous electronic versions of her OGE450 resulted in her inadvertent omissions of required information on her OGE450s. The preponderance of the evidence supports the conclusion that [redacted] did not knowingly and willfully submit false OGE450s by intentionally failing to list her involvement in [redacted]

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IV-12-0012

#### IV. (U) RESPONSE TO TENTATIVE CONCLUSIONS

(U//~~FOUO~~) On 20 August 2013, the OIG sent [redacted] the tentative conclusions reached in the investigation. In her response dated 04 September 2013, [redacted] said that she would be submitting a current resume for pre-publication review. Because she provided no new information requiring additional investigation, our preliminary conclusions became final. A copy of [redacted] response is attached as Appendix C.

[redacted]  
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### V. (U) CONCLUSION

(b) (3) - P.L. 86-36  
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(U//~~FOUO~~) The preponderance of the evidence supports the conclusion that [redacted] did not submit resume information, which disclosed both her Agency affiliation and related job duties, to the OISP for review prior to releasing it publicly, in violation of NSA/CSS Policy 1-30. The preponderance of the evidence supports the conclusion that [redacted] did not knowingly and willfully submit false OGE450s by intentionally failing to list her involvement in [redacted]

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IV-12-0012

## VI. (U) DISTRIBUTION OF RESULTS

(U//~~FOUO~~) A copy of this report of investigation will be provided to ER and ADS&CI for information and any action deemed appropriate.

[Redacted]

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Concurred by:

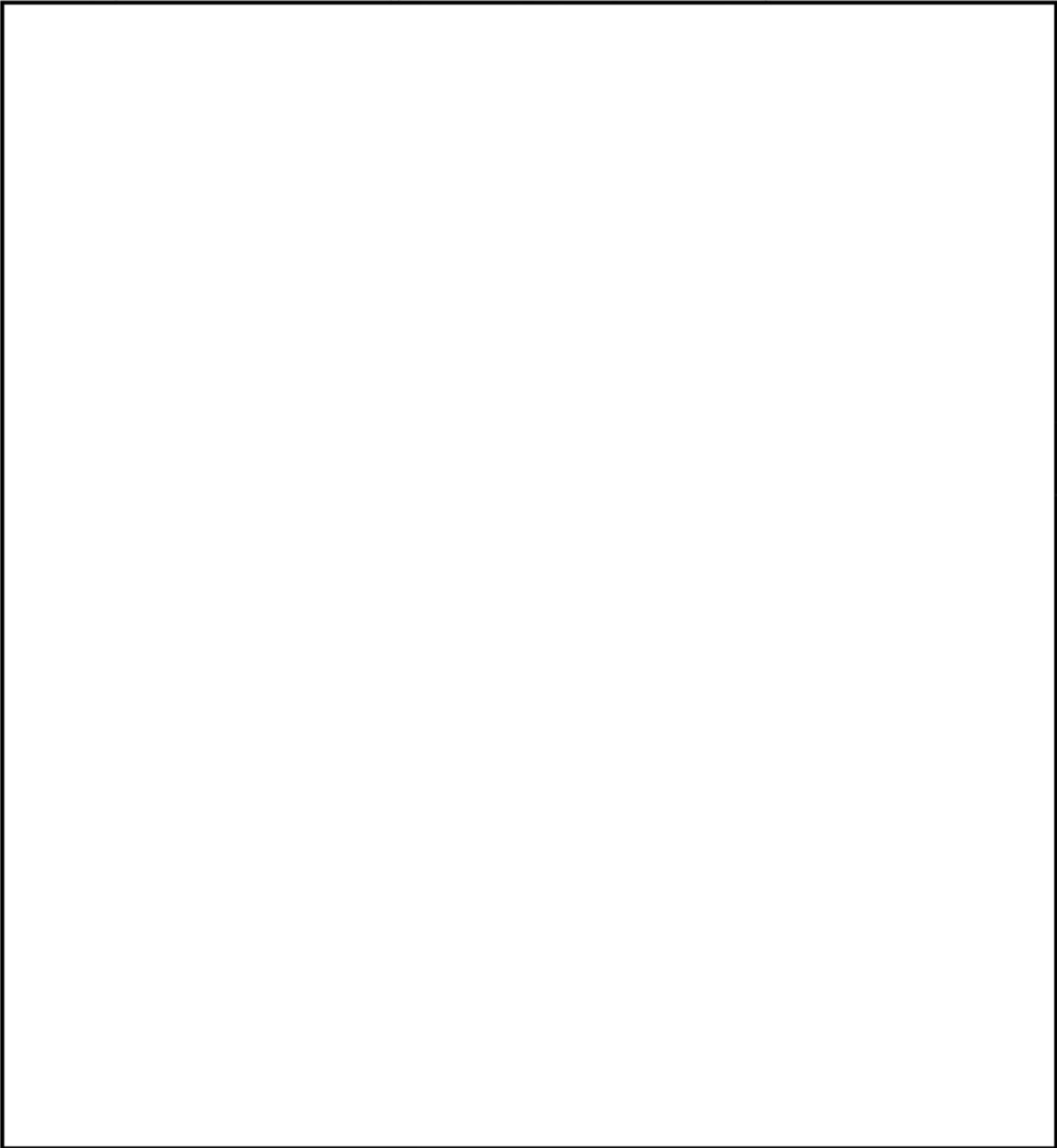
[Redacted]

Assistant Inspector General  
For  
Investigation

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**APPENDIX A**

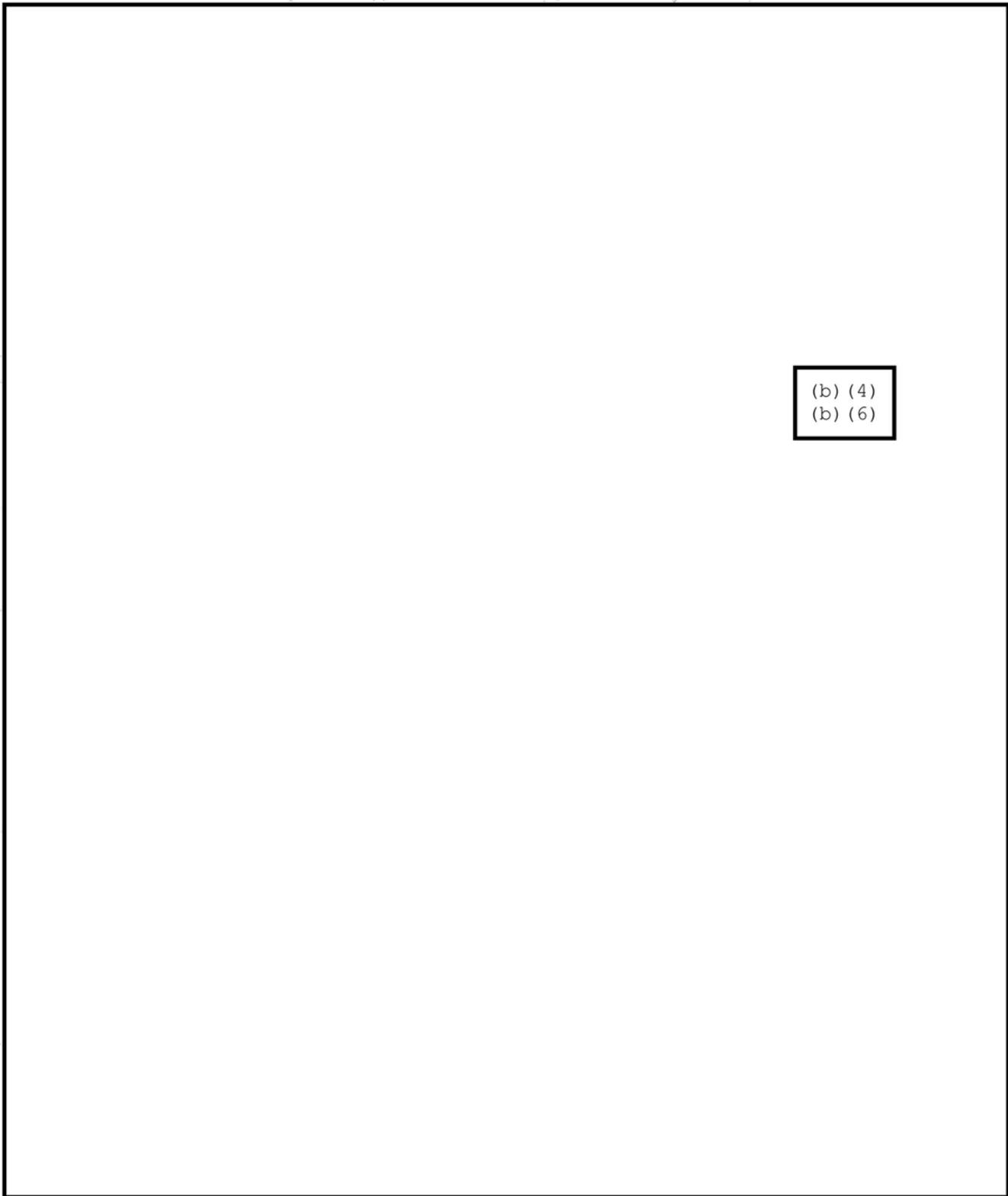
(U) [ ] Response to DOD's [ ] RFP  
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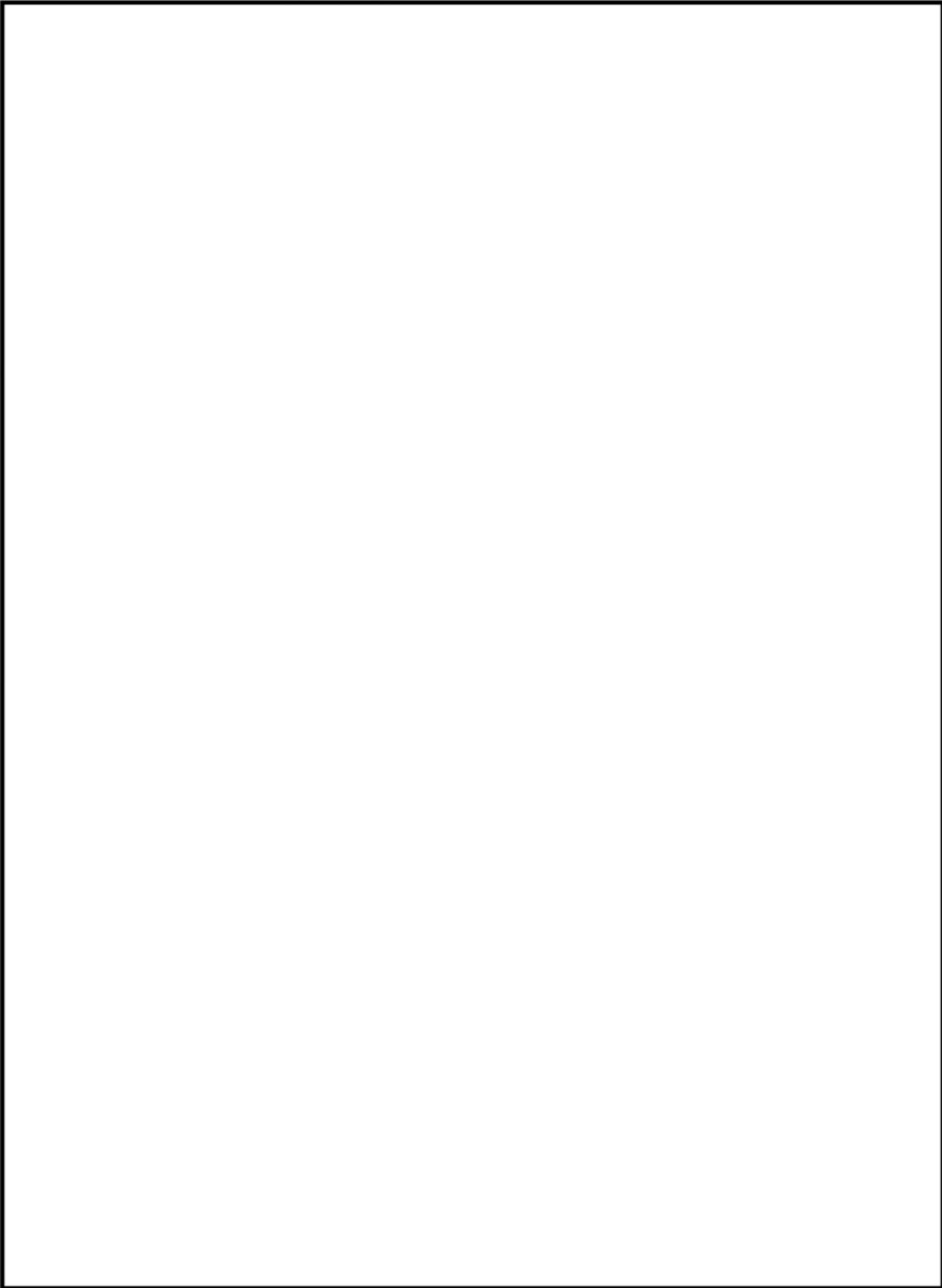
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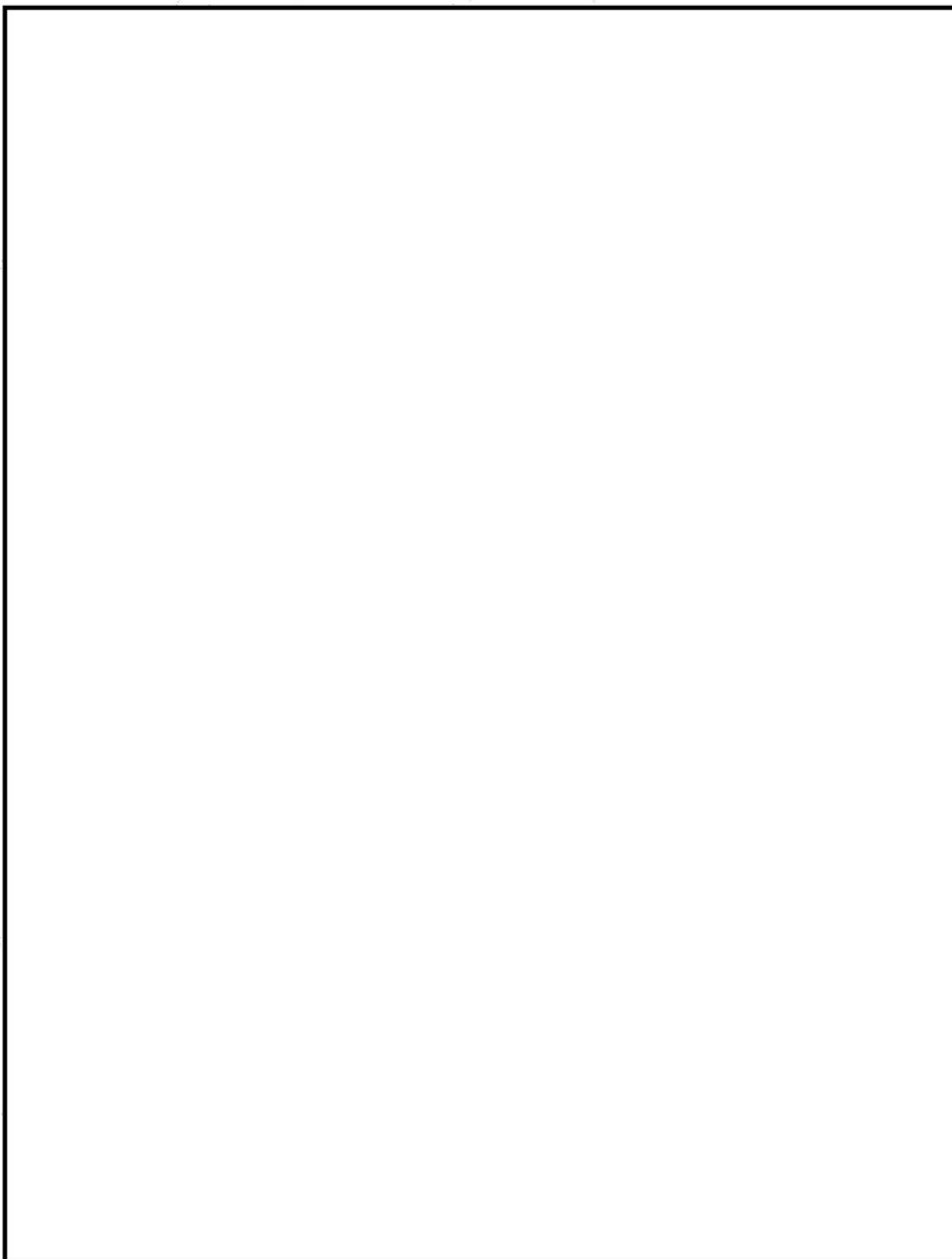
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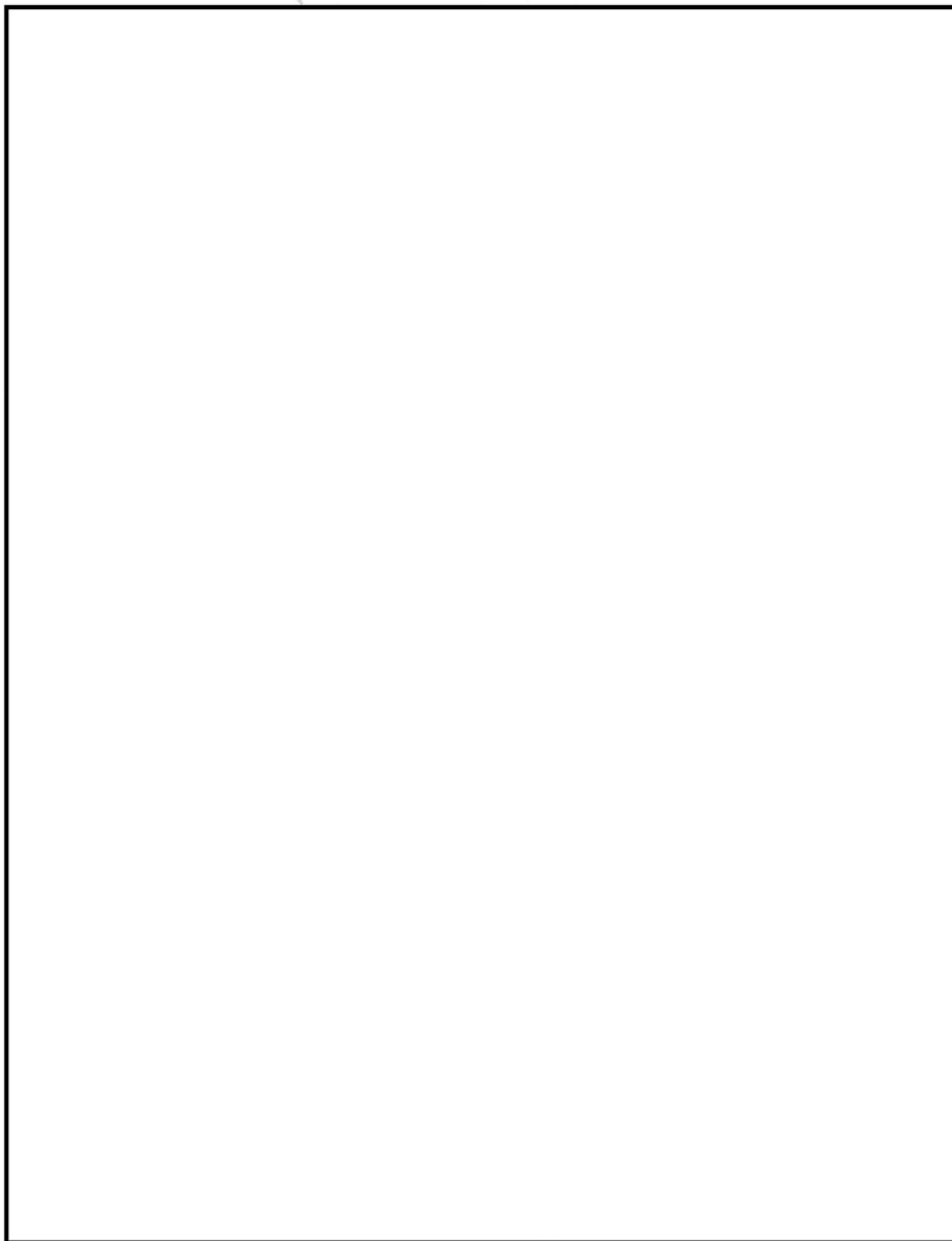
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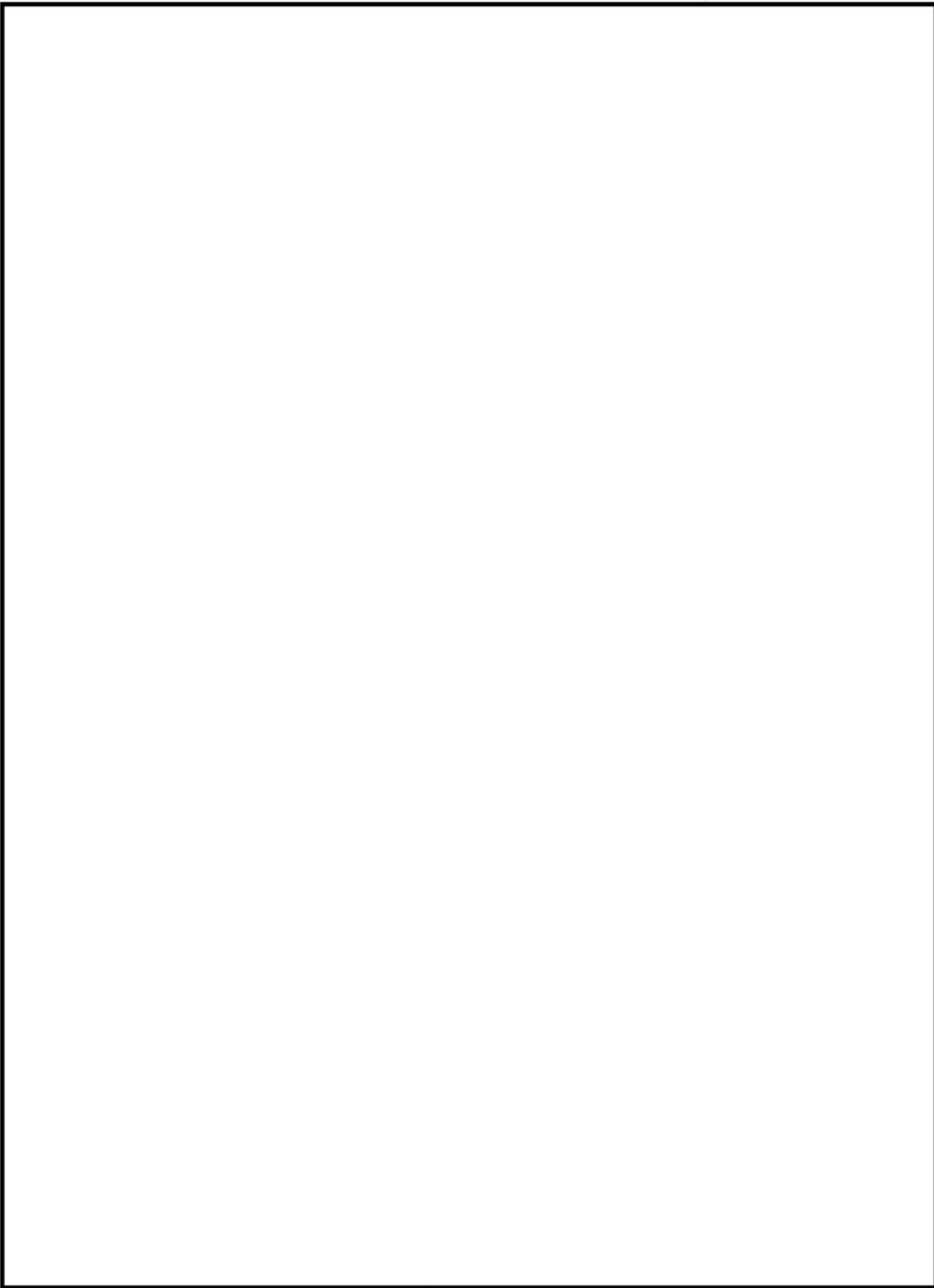
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IV-12-0012

## **APPENDIX B**

### **(U) Security Agreements**

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Privacy / statement Auth for requesting info: 50 U.S.C. 402 note, 50 U.S.C. 403-3(c), 50 U.S.C. 798, and E.O. 10450, 10885, 12333, 12958, and 12959. Auth for releasing your SSN is E.O. 9357, NSA's Blanket Routine Uses found at 58 Fed. Reg. 10,531 (1993) and the specific uses found in GNSA01 and GNSA10 apply to this information. Information you provide will be used (principally) to document your access to Protected Information and your continuing obligation not to disclose Protected Information without authorization. Your disclosure of information requested by this form is voluntary but refusal to provide information, other than your SSN, may prevent you from obtaining access to Protected Information. Refusal to provide your SSN may delay you from obtaining access to Protected Information.

NATIONAL SECURITY AGENCY  
Fort George G. Meade, MD 20755-6000

## CONTRACTOR SECURITY AGREEMENT

I understand that access to Protected Information under a U.S. Government agency contract is subject to statutory requirements and penalties and involves a special trust and confidence regarding the national security. Intending to be legally bound, I hereby accept the obligations set forth in this Agreement in consideration of my being granted such access.

1. I have been advised that Protected Information is information obtained as a result of my relationship with NSA which is classified or in the process of a classification determination pursuant to the standards of Executive Order 12958, or any successor order, and implementing regulations. It includes, but is not limited to, intelligence and intelligence-related information, sensitive compartmented information (*information concerning or derived from intelligence sources and methods*), and cryptologic information (*information concerning communications security and signals intelligence, including information which is also sensitive compartmented information*) protected by Section 798 of Title 18, United States Code.
2. I understand that the burden is upon me to determine whether information or materials within my control are considered by the NSA to be Protected information, and whether the person(s) to whom disclosure is to be made is/are authorized to receive it.
3. I understand that all Protected Information to which I may obtain access hereafter, is and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a 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 upon demand by an authorized representative of the NSA or upon the conclusion of my authorized access to Protected Information, I shall return all material containing such Protected Information in my possession, or for which I am responsible because of such access. I understand that failure to return such materials may be a violation of Section 793 of Title 18, United States Code, and may constitute a crime for which I may be prosecuted.
4. I understand that the unauthorized disclosure of Protected Information may invoke the criminal sanctions prescribed by one or more of the following statutes - Sections 793, 794, 798, 952, and 1924 of Title 18, United States Code, and Sections 421 through 426 and 783(b) of Title 50, United States Code.
5. I understand that any breach of this Agreement by me may, in accordance with applicable law, result in termination by the NSA of my access to any or all Protected Information at any time it determines such action to be in the interest of national security.
6. I agree not to discuss matters pertaining to Protected Information except when necessary for the proper performance of my duties and only with persons who are currently authorized to receive such information and have a need-to-know.
7. I agree I will report, without delay, to my company security officer or to an NSA security representative the details and circumstances of any possible unauthorized disclosure of Protected Information or of any unauthorized person obtaining or attempting to obtain Protected Information.
8. 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 may 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.
9. I agree that I will submit for security review in accordance with NSA/CSS Regulation 10-63, "NSA/CSS Prepublication Review Procedure," all information or materials, including works of fiction, that I have prepared for public disclosure which contain or purport to contain, refer to, or are based upon Protected Information, as defined in paragraph 1 of this Agreement. I understand that the term "public disclosure" includes any disclosure of Protected Information to one or more persons not authorized to have access to it. In addition, I agree:
  - (a) to submit such information and materials for prepublication review during the course of my access to Protected Information under a contract with the NSA and thereafter;
  - (b) 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 them;
  - (c) not to disclose such information or materials to any person who is not authorized to have access to them until I have received written authorization from the NSA that such disclosure is permitted; and
  - (d) to assign to the United States Government all rights, title and interest and all royalties, remuneration, or emoluments of whatever form that have resulted, will result, or may result from any disclosure, publication, or revelation of Protected information not consistent with the terms of this Agreement.

I understand that the purpose of the prepublication review procedure is to determine whether material contemplated for public disclosure contains Protected Information and, if so, to give the NSA an opportunity to prevent the public disclosure of such information. I understand that the NSA is obligated pursuant to this agreement, and in accordance with the terms of NSA/CSS Regulation 10-63, to conduct the prepublication review in a reasonable time, to consult, as necessary, with me through the review process, and to provide an opportunity for me to appeal initial review determinations.

10. In addition to other conditions imposed on me as a result of my access to Protected Information under a contract with the NSA, I agree to:

(a) Notify the Office of Security, NSA, of any unofficial foreign travel by me during the period of my access to Protected Information under a contract with the NSA;

(b) Accept such restrictions on unofficial foreign travel during the period of my access to Protected Information under a contract with the NSA, as may be deemed necessary, to prevent unacceptable risk to the national security, to the NSA, to personnel associated with the NSA or to Protected Information.

(c) Report foreign national associations that are close and continuing. Close and continuing associations are characterized by ties of affection, kinship, obligation or capacity to influence.

(d) Report, in advance, all visits to foreign embassies.

11. I understand that each of the provisions in this Agreement is severable, i.e., all other provisions of this Agreement will remain in full force should it be determined that any provision of this Agreement does not apply to me or is otherwise unenforceable. I also understand that this Agreement applies to me even though I may have executed a similar government non-disclosure agreement.

12. This Agreement shall be interpreted under and in conformance with the law of the United States.

13. I have read this Agreement and my questions, if any, have been answered. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, Section 421 through 426 and 783(b) of Title 50, United States Code; Public Law 88-290; pertinent sections of Executive Order 12958 or any successor order; and NSA/CSS Regulation 10-63, "NSA/CSS Prepublication Review Procedures," so that I may read them at this time, if I so choose. I understand and accept that unless I am released in writing by an authorized representative of the NSA, this Agreement applies during the time I am granted access to Protected Information and at all times thereafter, and applies to all Protected Information to which I may be granted access.

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

15. 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 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosures 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 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.

(b) (3) - P.L. 86-36  
(b) (6)

(b) (3) - P.L. 86-36

SIGNATURE		ORG	
[Redacted Signature]		[Redacted Org]	
SOCIAL SECURITY NUMBER		DATE	
[Redacted SSN]		[Redacted Date]	

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the Security Agency as a prior condition of access to Protected Information.

SIGNATURE	PRINTED NAME	DATE
[Redacted Signature]	[Redacted Name]	[Redacted Date]

FORM G  
NSN 75

PAGE 2

441122PS

(b) (6)



NATIONAL SECURITY AGENCY  
Fort George G. Meade, MD 20755-6000

## SECURITY AGREEMENT

405-3... IF... C. 794, and E.O. 10450, 10865, 12333, 12958, and 12968  
Auth for... your SSN is E.O. 9397, NSA's Blanket Routine Uses found at  
58 Fed. R... (1993) and the specific uses found in GNSAO1 and GNSA10  
apply to... information, information you provide will be used (principally) to  
document your access to Protected Information and your continuing obligation not  
to disclose Protected Information without authorization. Your disclosure of  
information requested by this form is voluntary but refusal to provide information,  
other than your SSN, may prevent you from obtaining access to Protected  
Information. Refusal to provide your SSN may delay you from obtaining access to  
Protected Information.

Intending to be legally bound, in consideration of being assigned or detailed to, or employed in, or having access to Protected Information at the National Security Agency (NSA), and recognizing that this assignment, detail, employment access involves a position of special trust and confidence regarding the national security, I hereby accept the obligations set forth in this Agreement.

1. I have been advised that Protected Information is information obtained as a result of my relationship with NSA which is classified or in the process of a classification determination pursuant to the standards of Executive Order 12958, or any successor order, and implementing regulations. It includes but is not limited to intelligence and intelligence-related information, sensitive compartmented information (information concerning or derived from intelligence sources and methods), and cryptologic information (information concerning communications security and signals intelligence, including information which is also sensitive compartmented information) protected by Section 798 of Title 18, United States Code.

2. I understand that the burden is upon me to determine whether information or materials within my control are considered by the NSA to be Protected Information, and whether the person(s) to whom disclosure is to be made is/are authorized to receive it.

3. I understand that all Protected Information to which I may obtain access during the course of my employment or other service with NSA, is and will remain the property of the United States Government unless and until otherwise determined by an appropriate official or final ruling of a 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 upon demand by an authorized representative of the NSA or upon the conclusion of my employment or other relationship with the NSA, I shall return all material containing such Protected Information in my possession, or for which I am responsible because of such access. I understand that failure to return such materials may be a violation of Section 793 of Title 18, United States Code, and may constitute a crime for which I may be prosecuted.

4. I understand that the unauthorized disclosure of Protected Information may invoke the criminal sanctions prescribed by one or more of the following statutes - Sections 793, 794, 798, 952, and 1924 of Title 18, United States Code, and Sections 421 through 426 and 783(b) of Title 50, United States Code.

5. I understand that any breach of this Agreement by me may result in termination by the NSA of my employment in, or my assignment or detail to, NSA and/or my access to Protected Information. The NSA may, in accordance with applicable law terminate my employment in, or my assignment or detail to, the NSA or may withdraw my access to any or all Protected Information at any time it determines such action to be in the interest of national security.

6. I agree not to discuss matters pertaining to Protected Information except when necessary for the proper performance of my duties and only with persons who are currently authorized to receive such information and have a need to know.

7. I agree that I will report, without delay, to a NSA security representative the details and circumstances of any possible unauthorized disclosure of Protected Information or of any unauthorized person obtaining or attempting to obtain Protected Information.

8. 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 may 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 fee incurred by the United States Government may be assessed against me if I lose such action.

9. I agree that I will submit for security review, in accordance with NSA/CSS Regulation 10-63, "NSA/CSS Prepublication Review Procedure," all information or materials, including works of fiction, that I have prepared for public disclosure which contain or purport to contain, refer to, or are based upon Protected Information, as defined in paragraph 1 of this Agreement. I understand that the term "public disclosure" includes any disclosure of Protected Information to one or more persons not authorized to have access to it. In addition, I agree:

(a) to submit such information and materials for prepublication review during the course of my employment or other service with the NSA and thereafter;

(b) 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 them;

(c) not to disclose such information or materials to any person who is not authorized to have access to them until I have received written authorization from the NSA that such disclosure is permitted; and,

(d) to assign to the United States government all rights, title, and interest and all royalties, remuneration, or emoluments of whatever form that have resulted, will result, or may result from any disclosure, publication, or revelation of Protected Information not consistent with the terms of this Agreement.

I understand that the purpose of the prepublication review procedure is to determine whether material contemplated for public disclosure contains Protected Information and, if so, to give the NSA an opportunity to prevent the public disclosure of such information. I understand that the NSA is obligated pursuant to this agreement and in accordance with the terms of NSA/CSS Regulation 10-63 to conduct the prepublication review in a reasonable time, to consult as necessary with me through the review process, and to provide an opportunity for me to appeal initial review determinations. I also understand that, as is necessary to conduct my personal affairs, I may reveal unclassified information as to where I am employed, assigned or detailed, the generic nature of my employment, assignment or detail in accordance with the descriptions provided for in Annex B to NSA/CSS Regulation 10-11, "Release of Unclassified NSA/CSS Information," and the amount of salary I receive in connection therewith. I understand that I should exercise discretion and care in revealing such information and that by releasing such information, I have not violated this Agreement.

10. In addition to other conditions imposed on me as a result of my employment or other service with NSA, I agree to:

- (a) Notify the Office of Security, NSA, of any unofficial foreign travel by me during the period of my employment, assignment or detail to the NSA.
- (b) Accept such restrictions on unofficial foreign travel during the period of my employment, assignment or detail to the NSA, as may be deemed necessary, to prevent unacceptable risk to the national security, to the NSA, to personnel associated with the NSA or to Protected Information.
- (c) Report foreign national associations that are close and continuing. Close and continuing associations are characterized by ties of affection, kinship, obligation or capacity to influence.
- (d) Report, in advance, all visits to foreign embassies.

11. I understand that each of the provisions in the Agreement is severable, i.e., all other provisions of this Agreement will remain in full force should it be determined that any provision of this Agreement does not apply to me or is unenforceable. I also understand that if I am a member of a military service, I assume by this agreement only the obligations not imposed by a similar government non-disclosure agreement which I may have signed as required by my military department.

12. This Agreement shall be interpreted under and in conformance with the law of the United States.

13. I have read this Agreement and my questions, if any, have been answered. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code; Sections 421 through 426 and 783(b) of Title 50, United States Code; Public Law 88-290; pertinent sections of Executive Order 12958 or any successor order; and NSA/CSS Regulation 10-63, "NSA/CSS Prepublication Review Procedures," so that I may read them at this time, if I so choose. I understand and accept that unless I am released in writing by an authorized representative of the NSA, this Agreement applies during the time I am granted access to Protected Information and at all times thereafter, and applies to all Protected Information to which I may be granted access.

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

15. 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 disclosure to Congress by members of the military); 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 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosures 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 USC Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and list statutes are incorporated into this Agreement and are controlling.

(b) (3) - P.L. 86-36  
(b) (6)

(b) (3) - P.L. 86-36

MILITARY SERVICE RANK		ORG	CIVILIAN GRADE	ORG
SOCIAL SECURITY NUMBER		DATE		

The execution of this Agreement was witnessed by the undersigned who accepted it on behalf of the National Security Agency as a prior condition of access to Protected Information.

SIGNATURE	PRINTED NAME	DATE
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FORM G170 REV APR  
NSN: 7540-FM-001-008

#441122 (b) (6)

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

IV-12-0012

## **APPENDIX C**

### **(U) Response to the Tentative Conclusions**

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

[Redacted]

**From:**  
**Sent:**  
**To:**  
**Subject:**  
**Signed By:**

[Redacted]  
Wednesday, September 04, 2013 11:43 AM  
[Redacted]  
RE: (U) Results of OIG Inquiry  
[Redacted]

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

(b) (3) - P.L. 86-36  
(b) (6)

[Redacted]

Thanks for touching base with me. I have been out on S/L [Redacted] so I missed the deadline. See my comments below, if it is still possible.

I, [Redacted] typically utilized the same resume for any external positions. I recall submitting prior resumes for pre-publication review, but I cannot recall the exact dates. I recall the content in my resume was reviewed to ensure that no classified data was listed. The resume, which I believed to be approved, was provided for an external position. Because the information in that resume was dated, I did verbally provide a very basic description of my current duties. Because I have no record of my last pre-publication review, I am submitting a current resume for review. I have no intentions on any publications or distributions of the resume at this time.

Thanks,

[Redacted]

(b) (6)

**From:** [Redacted]  
**Sent:** Friday, August 30, 2013 7:59 AM  
**To:** [Redacted]  
**Subject:** RE: (U) Results of OIG Inquiry  
**Importance:** High

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Hi [Redacted]

Just touching base. Your response to the OIG's tentative conclusions was due yesterday. Do you have anything to add?

Thank You,

(b) (3) - P.L. 86-36

[Redacted]

Senior Investigator  
Investigations, D14  
Office of the Inspector General  
963-0920s [Redacted]

PRIVACY SENSITIVE - any misuse or unauthorized disclosure may lead to disciplinary action

**From:** [redacted]  
**Sent:** Tuesday, August 20, 2013 9:25 AM  
**To:** [redacted]  
**Subject:** (U) Results of OIG Inquiry

(b) (3) - P.L. 86-36  
(b) (6)

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

(U) [redacted]

(b) (3) - P.L. 86-36

(U//~~FOUO~~) This is to notify you of the tentative conclusions reached in the NSA/CSS Office of the Inspector General (OIG) inquiry into allegations that you failed to obtain pre-publication review of a resume you used in conjunction with your personal business, [redacted] and knowingly and willfully submitted false OGE450s, Confidential Financial Disclosure Reports, by intentionally failing to list your partnership in [redacted] In accordance with the investigative process, we are affording you the opportunity to comment on the tentative conclusions and/or offer additional information before we close our inquiry. Your comments will be given full consideration in reaching our final conclusions.

(b) (6)

(U//~~FOUO~~) Our investigation determined that, although aware of the requirement to do so, you failed to obtain pre-publication review of resume information used in conjunction with your position in [redacted] Our investigation also determined that you listed [redacted] on your OGE450s for 2009 and 2012 as required. However, you inadvertently failed to list the company as either an asset or an outside position on your OGE450s for 2010 and 2011.

(U//~~FOUO~~) The preponderance of the evidence supports the conclusion that you did not submit resume information, which disclosed both your Agency affiliation and related job duties, to the NSA/CSS Office of Information Security Policy for review prior to releasing it publicly, in violation of NSA/CSS Policy 1-30, Review of NSA/CSS Information Intended for Public Release. The preponderance of the evidence supports the conclusion that you did not knowingly and willfully submit false OGE450s by intentionally failing to list your involvement in [redacted]

(U//~~FOUO~~) We request your comments by close of business, 29 August 2013. Once the OIG final conclusions are reached, a report will be issued for appropriate action. If you have any questions, please contact me by email or at the telephone number below.

(U) Thank You,

[redacted]

(b) (3) - P.L. 86-36

Senior Investigator  
Investigations, D14  
Office of the Inspector General  
963-0920s, [redacted]

PRIVACY SENSITIVE - any misuse or unauthorized disclosure may lead to disciplinary action

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Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~