

**(U) Official Use Only and Unclassified Controlled Nuclear Information  
Non-Disclosure Agreement for Contractors**

(Reference WI 02.02.04.10.06 and WI 02.02.04.10.07)

This Official Use Only (OUO) and Unclassified Controlled Nuclear Information (UCNI) Non-Disclosure Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Contractor") and Consolidated Nuclear Security, LLC ("CNS Pantex") acting hereunder pursuant to its Contract No. DE-NA0001942 with the United States Department of Energy ("DOE").

Intending to be legally bound, the undersigned, who represents he/she has the authority to bind Contractor, accepts the following obligations, personally and on behalf of the Contractor and its employees, all lower tier subcontractors and their employees, agents and assigns, in consideration of being granted access to OUO, Export Controlled Information (ECI), and/or UCNI. Certain information that falls under OUO may also be determined to be Statutory Exemption 3 ECI which will be written as OUO/ECI. For purposes of this agreement OUO/ECI means that any activity determined to be a defense service by the U.S. Government. OUO/ECI information is restricted from unauthorized dissemination to a non U.S. Person under National Nuclear Security Administration (NNSA) Policy Letter NAP-23, Atomic Energy Act Control of Import and Export Activities. For purposes of this agreement OUO and/or UCNI means controlled unclassified government information restricted from unauthorized dissemination under the Freedom of Information Act (FOIA) (10CFR1004) and its implementing regulations for OUO, and Section 148 of the Atomic Energy Act of 1954 as amended and its implementing regulations for UCNI.

1. Contractor acknowledges that any documents marked or designated as OUO, OUO/ECI, or UCNI or as containing OUO, OUO/ECI, or UCNI may be disclosed only to U.S. Persons as defined in 22 CFR 120.15, who are authorized individuals, agents, or employees of the Contractor, and all lower tier subcontractors and their employees. Contractor acknowledges receipt and understanding by its authorized agent of the appropriate knowledge concerning protection and control of OUO, OUO/ECI, and/or UCNI, including without limitation the procedure for ascertaining whether persons contemplated to receive OUO, OUO/ECI and/or UCNI are approved for such access. For purposes of this agreement, documents means paper or hard copies, electronic data, media, including hard drives, computers, handheld devices, printers, and any other forms of electronic equipment utilized to receive, store, manipulate, or transmit OUO, OUO/ECI and/or UCNI information. All transmittal of OUO, OUO/ECI and/or UCNI information must be encrypted by an approved method of transmittal. (e.g., Entrust, WinZip).
2. Contractor acknowledges and understands that direct or indirect unauthorized disclosure or other retention or negligent handling of OUO, OUO/ECI, and/or UCNI could cause adverse effect to the common defense or security of the United States of America. Contractor further understands and agrees that it and its authorized agents and assigns, or employees, including all lower tier subcontractors and their employees, having access to OUO, OUO/ECI, and/or UCNI are obligated, under penalty of law, to comply with the laws and regulations of the United States that prohibit unauthorized disclosure, dissemination, access to or handling of OUO, ECI and/or UCNI, including without limitation, DOE Order 471.3 (OUO), DOE Manual 471.3-1 (OUO), 10CFR1017 (UCNI), DOE Order 471.1B (UCNI), NAP-23 (ECI).
3. Contractor agrees that all documents generated from documents containing OUO, OUO/ECI, and/or UCNI information shall be marked in the same manner as the source document and controlled as specified in the applicable DOE regulations, orders and manuals as stated in number 2 above. If Contractor has any questions or concerns regarding proper identification, marking or reviews of documents that contain OUO, OUO/ECI and/or UCNI or that have been created from OUO, OUO/ECI and/or UCNI documents shall contact CNS Pantex's Contract Administrator for further assistance.
4. Contractor agrees to manage and process sensitive federal data on information systems in accordance with the high-level law established by Office of Management and Budget Circular A 130 (OMB A 130). The circular can be found at [http://www.whitehouse.gov/omb/circulars\\_a130\\_a130trans4](http://www.whitehouse.gov/omb/circulars_a130_a130trans4).

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5. If it becomes necessary to transmit OUO, OUO/ECI and/or UCNI to another authorized person, the Contractor agrees to inform the other authorized person as to the proper control and protection of such information. Electronic transmittals must be protected using approved encryption software as directed by the Contract Administrator.
6. Contractor (as defined in 1. above) agrees that upon request of CNS Pantex, or the completion of the project for which access was granted, to return all OUO, OUO/ECI, and/or UCNI documents (as defined in 1. above) received from CNS Pantex, OUO, OUO/ECI, and/or UCNI documents created by Contractor, and any and all copies thereof in the possession of Contractor to CNS Pantex.
7. Contractor shall report any unauthorized disclosure, dissemination, access or mishandling (e.g., unsecured, unattended, or loss) of OUO, OUO/ECI, and/or UCNI immediately to CNS Pantex Security through the CNS Pantex Contract Administrator. If the Contract Administrator is unavailable, the Contractor shall immediately notify the CNS Pantex Operations Center at 806-477-5000.
8. Contractor understands and acknowledges that failure to properly handle OUO, OUO/ECI and/or UCNI as set forth herein may be deemed a violation of law and subjects Contractor to applicable penalties available under law.
9. Contractor acknowledges that the obligations contained herein regarding disclosure of OUO, OUO/ECI and/or UCNI shall survive beyond the term of this agreement and shall continue to be a valid and binding obligation of Contractor.
10. Each provision of this Agreement is severable. Should a court of competent jurisdiction deem any provision of this agreement unenforceable all other provisions shall remain in full force and effect.
11. This Agreement is executed and performable in whole or in part in Carson County, Texas and any judicial action regarding enforcement of this Agreement shall be brought in a court of competent jurisdiction over Carson County, Texas.

**Contractor:** \_\_\_\_\_

**CNS Pantex**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Lower Tier  
Subcontractor:** \_\_\_\_\_

**Lower Tier  
Subcontractor:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_