

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

(Reference WI 02.02.04.10.06 and WI 02.02.04.10.07)

This Official Use Only and Unclassified Controlled Nuclear Information Non-Disclosure Agreement (“Agreement”) is entered into this _____ day of _____, 20____, by and between _____ (“Individual”) and Consolidated Nuclear Security Pantex LLC (“CNS Pantex”) acting hereunder pursuant to its Contract No. DE-NA-0001942 with the United States Department of Energy (“DOE”).

Intending to be legally bound, the undersigned, who represents he/she has the authority to be bound by this agreement, accepts the following obligations in consideration of being granted access to Official Use Only (OUO) Export Controlled Information (ECI), or Unclassified Controlled Nuclear Information (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 NNSA Policy Letter NAP-23, Atomic Energy Act Control of Import and Export Activities. For purposes of this agreement OUO and UCNI means controlled unclassified government information restricted from unauthorized dissemination under the Freedom of Information Act (FOIA) for OUO and Section 148 of the Atomic Energy Act of 1954 as amended and its implementing regulations for UCNI.

1. Individual acknowledges that any documents marked or designated as OUO, OUO/ECI, or UCNI or containing OUO, OUO/ECI, or UCNI are disclosed only to authorized individuals who have likewise signed a PX-4862. Each individual who requires access to OUO, OUO/ECI, or UCNI signs a Non-Disclosure Agreement before being granted access to OUO, OUO/ECI, or UCNI information. Individual acknowledges receipt and understanding of the appropriate knowledge concerning protection of OUO, OUO/ECI, and UCNI, including without limitation the procedure for ascertaining persons contemplated to receive OUO, OUO/ECI, or UCNI are approved for 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 or UCNI information.
2. Individual acknowledges and understands that direct or indirect unauthorized disclosure or other retention or negligent handling of OUO, OUO/ECI, or UCNI could cause adverse effect to the common defense or security of the United States of America. Individual further understands and agrees by having access to OUO, OUO/ECI, or UCNI he/she is 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, OUO/ECI, or UCNI, including without limitation, DOE Order 471.3, DOE Manual 471.3-1 (OUO), and DOE Order 471.1B (UCNI) and NAP-23 (ECI).
3. Individual agrees that all documents generated from OUO or OUO/ECI, are marked as OUO and or OUO/ECI and all documents generated from UCNI are marked as UCNI and controlled as specified in the applicable DOE regulations, orders and manuals. If Individual has questions or concerns regarding proper identification, marking or review of documents containing OUO, OUO/ECI, or UCNI or created from OUO, OUO/ECI, or UCNI, Individual contacts the CNS Pantex employee who signed below for further assistance.

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4. Individual agrees that if in the course of the project for which OUO, OUO/ECI, or UCNI is received it is necessary to transmit OUO, OUO/ECI, or UCNI to another authorized person, the other authorized person is to be informed as to the proper control and protection of such information.
 5. Individual (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, or UCNI documents (as defined in 1. above) received from CNS Pantex, OUO, OUO/ECI, or UCNI documents created by Individual, and any and all copies thereof in the possession of the Individual to CNS Pantex Individual reports any unauthorized disclosure, dissemination, access or mishandling of OUO, OUO/ECI, or UCNI immediately to CNS Pantex Security through the CNS Pantex employee who signed below. If the CNS Pantex employee who signed below is unavailable, the Individual immediately notifies the CNS Pantex Classification Office @806-477-3948.
 6. Individual understands and acknowledges failure to proper handle OUO, OUO/ECI, or UCNI as set forth herein is deemed a violation of law and subjects the Individual to applicable penalties available under law.
 7. Individual acknowledges the obligations contained herein regarding disclosure of OUO, OUO/ECI, or UCNI survives beyond on the term of this agreement and continues to be a valid and binding obligation of Individual.
 8. Each provision of this Agreement is severable. Should a court of competent jurisdiction deem any provision of this agreement unenforceable, all other provisions remain in full force and effect.
 9. This Agreement is executed and performable in whole or in part in Carson County, Texas and any judicial action regarding enforcement of this Agreement is brought in a court of competent jurisdiction over Carson County, Texas.

Individual: _____

Consolidated Nuclear Security Pantex, L.L.C.

By: _____

By: _____

Title: _____

Title: _____