

**Background Investigation of Non-Cleared Personnel**(Reference CD-0036)

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Seller, at its expense, shall conduct Background Investigations (as defined below) for each of its employees, as well as employees of its lower-tier subcontractors, who; do not hold a Department of Energy (DOE) security clearance, will provide services under this Agreement, and will have access to Company computer systems, either through on-site or remote access ("Covered Employees"). The Seller shall be responsible to ensure that each Background Investigation is conducted in accordance with applicable laws, including the Fair Credit Reporting Act. Seller shall furnish a Certification to the Company before any Covered Employee is assigned to the Agreement. The Certification must be substantially in the form of the Certification in PX-6619, *Certificate of Background Investigation*, and must be provided on the Seller's letterhead. The Seller's certification must be made by a duly authorized representative of the Seller.

- (a) The Background Investigation must have been completed not more than 30 days before the date the Seller submits the Certification to the Company, and is good for five years. Covered Employees who work at Pantex for more than five years must be re-investigated.
- (b) The minimum Background Investigation shall include, but not be limited to, the following checks of each Covered Employee;
  - (1) Verification of Social Security Number
  - (2) Local law enforcement checks (unless prohibited by law) for applicants/employees who reside in the local jurisdiction
  - (3) National Sex Offender Registry
  - (4) Verification of applicant's or employee's educational background, including high school diploma, obtained within the past five years or degrees or diplomas granted by an institution of higher learning
  - (5) Contacted listed employers for the last three years
  - (6) Contacted listed personal references
  - (7) Credit check
- (c) If a Background Investigation reveals any adverse information, the Seller shall promptly notify the Company's Subcontract Administrator. The Company shall have the right to reject any Covered Employee assigned to perform the work under this Agreement, if, in its sole discretion, it determines that the results of the Background Investigation make the Covered Employee unacceptable.
- (d) For each Covered Employee, the Seller shall retain all reports, records, and documents obtained or created as part of its compliance with this Clause. Upon request by the Company, the Seller shall make all such supporting records, regardless of format, available for review by the Company.
- (e) The background check is not a security clearance. Personnel who will not be cleared, and who require either physical or logical access to any Pantex location, facility, or network resources are subject to Uncleared Personnel Identity Verification process as determined by Safeguards and Security Division's Personnel Security Department.



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- (f) If at any time it is discovered that any Covered Employee has a criminal record that includes a felony or misdemeanor conviction, the Seller shall inform the Company of all pertinent details. The Company will assess the circumstances surrounding the conviction and its relevance to the Covered Employee's job duties to determine whether the Covered Employee will be removed from the Agreement. Seller's failure to comply with this Clause may result in the termination of its Agreement with the Company.

This clause shall flow down to all appropriate lower-tier subcontracts.