

**RFP 340160 – WESF MODIFICATIONS
and CSS EQUIPMENT INSTALLATION (PROJECT W-135)
NONDISCLOSURE AGREEMENT
Confidential Information**

As a condition of participation in this solicitation and/or compliance with this agreement, CH2M HILL Plateau Remediation Company ("CHPRC") will provide the undersigned (hereinafter "Recipient") access to the following Confidential and Controlled-Use information:

Confidential and Controlled-Use Information:

- | |
|------------------------------|
| 1. See attached drawing list |
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WESF MODS
CONSTRUCTION NDA

This information, which can include controlled-use information (i.e. documents marked Official Use Only (OUO)), Classified, Unclassified Controlled Nuclear Information (UCNI), Export-Controlled Information (ECI), and Naval Nuclear Propulsion Information (NNPI), designs, drawings, technical experience, software, processing systems, databases, financial, intellectual property, trade secrets, customers, vendors, personnel records, research, development, inventions, plans, manufacturing, engineering, accounting, bid data, sales, marketing, contract terms, (collectively, "Confidential Information" and/or "Information"), constitutes a commercial asset or information relating to national security of considerable value to CHPRC and the Government.

Recipient agrees to hold the Information in confidence and not divulge any part of such Information to any person, firm, or agent whomsoever or whatsoever, nor allow the Information to be copied, transmitted, disseminated, or otherwise passed out of Recipient's custody or control, without prior written permission of the CHPRC General Counsel office. However, Recipient may disclose the Information to other company members participating on the preparation of any proposal and who are on a need-to-know basis. Such individuals shall sign this non-disclosure agreement and abide with the terms and conditions of this Nondisclosure Agreement. Recipient also shall not publish any article, report, announcement, or learned paper disclosing said Information without prior written approval of CHPRC General Counsel. Further, the Confidential Information provided to Recipient shall not be disclosed to third parties or used for any purpose other than for the purpose it has been provided.

Upon completion of work, Recipient shall return such Confidential Information, including copies thereof, or certify in writing as to the destruction of such Confidential Information.

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.

This agreement shall be governed by laws (including common law, contract, and equity) of the State of Washington.

Agreed By Recipient	Agreed by CHPRC
Company	
Printed Name & Title	Printed Name & Title
Signature	Signature
Date Agreed by Individuals _____ _____ _____	Date