

Hanford Mission Integration Solutions  
**SUBCONTRACTOR NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is made by and between Hanford Mission Integration Solutions having a place of business at the Hanford Site in Richland, Washington (*hereinafter referred to as "HMIS"*)

and \_\_\_\_\_ working for \_\_\_\_\_  
*Subcontractor Employee Name (print)* *Subcontractor Name* *Subcontract Number*  
as a subcontractor to HMIS.

**NON-DISCLOSURE:**

For the purposes of this Agreement, the following words shall have the following meanings:

"Confidential Information" means information which is disclosed to me, known by me, or generated by me as a consequence of my support to HMIS and is not generally known outside HMIS, and is related to HMIS's business. "Confidential Information" is intended to include, but is not limited to, trade secrets, inventions, processes, formulas, systems, computer programs, plans, programs, studies, techniques, and any and all business information.

In performance of my duties as an HMIS subcontractor, I understand that there is the possibility that I may have access to confidential or sensitive information including, but not limited to, Official Use Only, including personnel information, Personally Identifiable Information (PII), financial and cost data, scope and statements of work and/or specifications used in competitive acquisitions, source selection information, legal documents, bid and proposal information, and current contract proprietary information such as labor rates and other pricing data, or other business sensitive information.

I agree that I will not disclose, without express written permission, any sensitive or confidential information as described herein, either directly or indirectly, to any person other than and individual authorized to have access to the information. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil, and criminal penalties, under the Procurement Integrity Act or other applicable laws and regulations. I further understand that my obligations under this paragraph continue even after my subcontract with HMIS completes, and after HMIS's contract with DOE is completed.

By signing the Agreement, I acknowledge that I have read and fully understand the above non-disclosure provisions and restrictions, and agree to abide by all of the requirements set forth herein. I understand that my strict compliance with these requirements is necessary, and that failure to comply could result in serious consequences, including criminal prosecution. I further understand that my compliance is essential to HMIS satisfying its sub-contractual obligations, and that violation of this agreement may result in strict disciplinary action, up to and including termination of my subcontract with HMIS. I understand that to the extent applicable it remains in effect following my subcontract with HMIS. I also understand this Agreement is legally binding upon me and it may be transferred by HMIS to any of its successors or assignees.

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.

**Agreed and Accepted:**

\_\_\_\_\_ *Print First and Last Name* \_\_\_\_\_ *Signature / Date*