

Subcontractor Disclosure Statement

I agree that in addition to any agreement that has been entered into by myself or my employer, I will not disclose any information whether marked or unmarked, which is proprietary, sensitive, technical, or financial belonging to the United States Government, UT-Battelle, LLC, or other companies, (hereinafter referred to as "protected information"). I agree not to appropriate protected information to my or my employer's own use or to disclose such protected information to third parties unless specifically authorized by UT-Battelle in writing. I agree that UT-Battelle may transfer this agreement to the DOE or a subsequent contractor of UT-Battelle in the case of termination of its Prime Contract DE-AC05-00OR22725 with the DOE and that my obligations to keep confidential protected information shall continue even upon transfer of the contract.

I acknowledge that the foregoing obligations shall not apply to information which: (1) after my receipt is published or otherwise becomes part of the public domain through no fault of my own; (2) I can demonstrate was in my possession at the time of receipt and was not acquired directly or indirectly from the U.S. Government or UT-Battelle; (3) I can demonstrate that I received from a third party that did not require me to hold it in confidence; or (4) must be disclosed under operation of law or regulation.

I further acknowledge that these provisions are consistent with and do not supersede, conflict with, or otherwise alter my 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.

Executed this _____ day of _____, 20____.

(Signature)

(Typed/Printed Name)

(Title)

(Seller- Company Name)

Internal Use
Agreement(s): _____