

PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII) (Mar 2008)

(a) To the extent that the work under this Agreement requires the Seller to have access to personally identifiable information about an individual (hereinafter referred to as "PII"), the Seller shall after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. The Seller agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the Company in writing.

(b) The Seller agrees to allow access only to those employees who need the PII to perform services under this Agreement and agrees that PII will be used solely for the purpose of performing services under this Agreement. The Seller shall ensure that its employees will not discuss, divulge or disclose any such PII to any person or entity except those persons within the Seller's organization directly concerned with the performance of the Agreement.

(c) The Seller shall administer a monitoring process to ensure compliance with the provisions of this clause, promptly report any breaches to the Company's technical representative, and implement immediate, appropriate corrective actions to contain and prevent recurrence.

(d) The Seller shall report to the Company's technical representative and the Laboratory Shift Superintendent's Office, (865) 574-6606, immediately upon discovery of a real or suspected loss of PII. Protected PII is an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

(e) The Company may terminate this Agreement for default if Seller or an employee of the Seller fails to comply with the provisions of this clause. The Company may also exercise any other rights and remedies provided by law or this Agreement, including criminal and civil penalties.

(f) The Seller shall include this clause in all appropriate subcontracts. However, such provision in the subcontracts shall not relieve Seller of its obligation to assure compliance with the provisions of this clause.