

NONDISCLOSURE AGREEMENT

ONE SYSTEM

This Nondisclosure Agreement ("Agreement") is made and entered into by and among Washington River Protection Solutions LLC ("WRPS"), a Delaware limited liability company, Bechtel National, Inc. ("BNI"), a Nevada corporation, and URS Energy & Construction, Inc. ("URS"), an Ohio corporation. WRPS, BNI and URS are also referred to individually as a "Party", collectively as the "Parties", as the "Information Supplier" when providing information to another Party, and as the "Information Receiver" when receiving information from another Party.

The U. S. Department of Energy ("DOE") has directed WRPS, under contract DE-AC27-08RV14800 (the "TOC Contract"), and BNI and its teaming subcontractor, URS, under contract DE-AC27-01RV14136, (the "WTP Project") (collectively, the "Contractors") to support the 2020 Vision One System for WTP Project Transition to Operations ("One System"). To execute this direction, WRPS and BNI are establishing a One System Organization that will begin the process of aligning plans and activities to support DOE-RPP's key objectives for the One System. During the course of the communications pertaining to the One System it may be necessary for one or more of the Parties to provide its company confidential and proprietary business and technical information to one or more of the other Parties and each Party has a legitimate business interest in protecting its company confidential and proprietary information disclosed to another Party from further disclosure. To implement the DOE direction regarding One System, the Parties agree as follows:

In performing the One System activities for DOE, there is the potential for WRPS personnel to have access to BNI and/or URS company confidential (as defined in 18 U.S.C. Section 1905) or proprietary information, and for BNI and URS personnel to have access to WRPS company confidential (as defined in 18 U.S.C. Section 1905) or proprietary information, which information includes but is not limited to: employee information; proprietary cost and pricing data; technical data developed by BNI, URS or WRPS with which the developing company possesses rights; and proprietary business tools and procedures ("Information").

The Information Receiver agrees to hold Information in confidence and to otherwise not release, disclose or disseminate Information contrary to the provisions of this Agreement for a period beginning on the date of this Agreement and lasting through and until three (3) years from the termination date of this Agreement. During the period under which the Information Receiver must hold Information in confidence, it shall apply such measures to prevent the disclosure, publication or dissemination of the Information as it utilizes to protect its own company confidential or proprietary information but no less than a reasonable degree of care.

WRPS, BNI and URS agree that, as an Information Receiver, this Information will be handled and protected on behalf of the Information Supplier in accordance with the terms of this Agreement, and that they will refrain from any unauthorized use or disclosure of this Information in accordance with the following conditions:

- A. Information provided by an Information Supplier to an Information Receiver, including Information provided via an eroom, iDOC search tool or other similar media, pertaining to, or for the purpose of supporting, One System tasks will be subject to this Agreement, and will be used solely in connection with One System purposes, and specifically will not be discussed, divulged or disclosed to any person unless such person is an employee or subcontractor employee of WRPS, BNI or URS on the TOC Contract or the WTP Project who has a need to know the Information, and who has signed a One System Personnel NDA.
- B. Information will not be copied in any manner excepting solely where such copies are necessary in connection with One System activities, with all such copies to be maintained in either BNI's, WRPS', One System, or DOE's offices and destroyed, or returned to the Information Supplier, upon completion of such services.
- C. WRPS, BNI and URS shall ensure that all current and future personnel who have or may have access to Information are made aware of the obligations under this Agreement and acknowledge their awareness via execution of the Attachment A One System Personnel NDA.

- D. Information Receivers shall not be liable for use or disclosure of any Information which:
- a) Is in the public domain at the time it is used or disclosed; or
 - b) Was previously known to the Information Receiver, as demonstrated by written documentation; or
 - c) Is used or disclosed with the prior written approval of the Information Supplier; or
 - d) Becomes known to the Information Receiver from a source other than the Information Supplier under conditions not requiring obligations of confidentiality; or

Additionally, an Information Receiver shall not be liable to an Information Supplier under this Agreement for its disclosure of Information where it is disclosed under legal compulsion (in which event it is agreed that the Information Receiver will provide the Information Supplier with prompt notice of any such request and afford the Information Supplier the opportunity to seek appropriate protective orders).

- E. WRPS, BNI and URS recognize that DOE OOU and ECI are subject to special handling requirements. WRPS, BNI and URS shall ensure that all current and future personnel who have or may have access to DOE OOU and/or ECI documents are made aware of and agree to abide by the applicable DOE handling requirements for Controlled Use documents including but not limited to the following:
- OOU and ECI locked/secured when not in use
 - OOU and ECI clearly marked with restrictive legend
 - ECI shared only in hard copy, not electronically, and restricted from use/handling by Foreign Nationals
- F. The Contractors do not grant permission for One System personnel to review any cost information that would reveal or describe the makeup of direct labor rates, payroll additive overhead and G&A pools.
- G. Each Contractor will provide to the others copies of signed One System Personnel NDAs, and will be responsible for any breach of this Agreement by its respective employees and subcontractor employees.
- H. Each Contractor acknowledges that breach of this agreement would cause harm to the other, which harm is difficult to estimate and that, in addition to other rights and remedies, each Contractor shall be entitled to seek injunctive relief and specific performance.
- I. This Nondisclosure Agreement shall be governed by applicable Federal law and the laws of the State of Washington, and venue for any action brought hereunder shall be within a court of competent jurisdiction in the State of Washington.
- J. Absent the advance written permission of the Information Supplier, and subject to its terms, the Information Receiver shall not release, disclose or disseminate Information to third-parties.
- K. This Agreement shall be in effect for a period of ten (10) years from its effective date unless sooner terminated by a Party upon providing the other Party with thirty (30) days advance written notice. This Agreement may be extended by the mutual agreement of the Parties.
- L. No Party to this Agreement shall be liable to another, whether in contract, warranty, tort (including negligence or strict liability) or otherwise, for (i) any special, indirect, incidental or consequential damages of any kind or nature whatsoever; or (ii) provided it pursues all reasonable steps to mitigate negative impacts, for any failures to perform its Agreement obligations due to reasons beyond such Party's control and absent its fault.

The undersigned Parties agree to the terms of this Nondisclosure Agreement.

Authorized WRPS Company Official

Authorized WRPS

Company Official:	<u>Brian R Thomas</u> <i>Print/Type Name</i>	<u>VICE PRESIDENT FINANCE & ADMINISTRATION</u> <i>Title</i>	<u>Brian R Thomas</u> <i>Signature</i>	<u>07/12/12</u> <i>Date</i>
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Authorized BNI Company Official

Authorized BNI

Company Official:	<u>Frank M Busso</u> <i>Print/Type Name</i>	<u>Project Director</u> <i>Title</i>	<u>[Signature]</u> <i>Signature</i>	<u>7/2/12</u> <i>Date</i>
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Authorized URS Company Official

Authorized URS

Company Official:	<u>William W Gaym</u> <i>Print/Type Name</i>	<u>Asst Proj. Director</u> <i>Title</i>	<u>[Signature]</u> <i>Signature</i>	<u>7/5/2012</u> <i>Date</i>
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Distribution:

- Originals: BNI Legal Department [Wanda Nugent (MS14-2A) or send via email pdf]
- WRPS Procurement Services Department [Margi Perchetti (MSIN H3-20) or send via email pdf]
- Copies to: Responsible Functional Manager

One System Personnel Nondisclosure Agreement (NDA)

I have been assigned by my employer to participate in the the 2020 Vision One System for WTP Project Transition to Operations ("One System"). One System is a joint effort of Washington River Protection Solutions ("WRPS") on the one hand and Bechtel National, Inc. ("BNI") and its integrated subcontractor URS Energy & Construction, Inc. ("URS") on the other hand (WRPS, BNI and URS also referred to individually as a "Party" and jointly as the "Parties").

In the Nondisclosure Agreement ("Agreement"), attached, signed by the Parties for One System, each of the Parties has agreed to protect company confidential or proprietary information ("Information"), as defined in, and regulated under, the Agreement, from disclosure or use except as authorized under the Agreement.

With regard to any Information I access which has been provided from another Party in furtherance of the Agreement, I agree to:

- (i) use such Information only for One System efforts;
- (ii) treat such Information as confidential, and
- M. (iii) not discuss, divulge or disclose the Information to any person, except employees or subcontractor employees of WRPS, BNI or URS who are employed on the TOC Contract or the WTP Project, have a need to know the Information in furtherance of the One System, and have signed a One System Personnel NDA.

DO NOT SIGN

Name (Printed)

DO NOT SIGN

Signature

Date

DO NOT SIGN

Title

DO NOT SIGN

Company

Distribution:

- Originals: BNI Legal Department [Wanda Nugent (MS14-2A) or send via email pdf]
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