



Energy Northwest  
P.O. Box 968, PE07  
Richland, WA 99352-0968

## CONFIDENTIALITY AGREEMENT

As part of my regularly assigned duties as an employee of Energy Northwest, I understand that I may have access to information of Energy Northwest, its employees, suppliers, contractors and vendors, and their employees. In consideration of my employment, and as a condition of my employment with Energy Northwest, I understand and agree that I am responsible for maintaining and protecting the confidentiality of all such information, and I voluntarily enter into this Agreement. This agreement does not alter the at-will employment relationship between me and Energy Northwest nor does it give the assurance of continued employment. Employment at Energy Northwest may be terminated at-will by either party.

For the purposes of this Agreement, the following definitions apply:

*Confidential Information* is all information of a sensitive, personal nature that is not readily accessible to all employees or has not been released to the public by Energy Northwest, the unauthorized disclosure of which may violate the privacy or security of others, or be prejudicial to interests of Energy Northwest. Examples of confidential information include, but are not limited to, social security numbers, dates of birth, private health information, performance evaluations, credit reports and history, drug screen results, employee concerns, allegations, personal and medical files, access authorization files, personal exposure files and all other files containing personal or sensitive data.

*Proprietary Information* is all information owned by Energy Northwest of a business nature that is not readily available to members of the public or has not been released to the public by Energy Northwest, and information supplied to Energy Northwest by contractors, suppliers, and vendors, or organizations to which Energy Northwest may be a member of, e.g., the Institute of Nuclear Power Operations (INPO), the unauthorized disclosure of which could be prejudicial or cause harm to the interests of Energy Northwest. Proprietary Information includes, but is not limited to, intellectual property of Energy Northwest; trade secrets and commercial or financial information of Energy Northwest or supplied by third parties such as contractors, suppliers, and vendors and appropriately identified; labor negotiation data and information; proposals and contracts from contractors, suppliers, and vendors identified as containing information considered to be proprietary; information from contractors, suppliers, vendors or the Bonneville Power Administration that is subject to the terms of a non-disclosure agreement signed by Energy Northwest and the information is appropriately identified; information received from membership groups such as INPO; and Energy Northwest business strategies, plans, proposals, financial forecasts and other similar financial information.

*Access to Confidential or Proprietary Information.* I understand that I am not permitted to access Confidential or Proprietary Information unless I have a legitimate work-related reason to do so that has been clearly authorized by Energy Northwest. I understand that if I have any questions about whether I should access Confidential Information, I should discuss my questions with my supervisor prior to accessing such information. I agree not to access Confidential Information unless I am authorized to do so. I agree to access only such Confidential Information as is necessary for me to perform my job-related duties and for no other purpose.

*Publication or Sharing of Confidential and Proprietary Information.* I agree to maintain the confidentiality of all Confidential and Proprietary Information during and after my period of employment at Energy Northwest. I shall not, directly or indirectly, disclose or communicate to any person any Confidential Information unless they have a business need to know. Further, I shall not disclose Proprietary Information to Energy Northwest employees unless they have a business need to know the information, and to non-Energy Northwest employees only with management authorization.

*Export Control Laws.* Export Control Laws refers to that set of laws and regulations that controls the export of nuclear technology information and related components from the United States to foreign countries or citizens of foreign countries including but not limited to the Atomic Energy Act of 1954, as amended, the Export Control Act, the Export Administration Act, and the regulations issued by the U.S. Nuclear Regulatory Commission (10 CFR Part 110), the U.S. Department of Energy (10 CFR Part 810) and the U.S. Department of Commerce's, Export Administration. I understand that I am required to comply with the Export Control Laws and that the Export Control Laws change from time to time. I further agree that I will so consult with Legal Services to ensure compliance with current legal requirements.

*Personal Information.* I understand and agree that my manager or supervisor may desire to review and copy some or all of the contents of the computer assigned for my use or in the working files I have created that are stored either electronically or in paper format. I also understand and agree that consistent with the policies of Energy Northwest, I have no reasonable expectation of privacy in the contents of the computer assigned to me for my use or in the working files I have created that are stored either electronically or in paper format. If I have stored information that is personal to me on the computer assigned for my use, or the in the working files that I have created, I hereby fully consent to the review and /or copying by my manager or supervisor.

**I am aware that any breach of this Agreement or any abuse of my position, including but not limited to unauthorized access to records, unauthorized disclosure of Confidential or Proprietary Information, alteration of records, and/or destruction of records or other similar acts, may result in disciplinary action up to and including termination of employment.**

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Signature Date

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Print Name Position/Title