



## CLEANmp WEST



### SERVICE PROVIDER CONFIDENTIALITY AGREEMENT

This confidentiality agreement (the “agreement”) applies to Comprehensive Livestock Environmental Assessment and Nutrient Management Plan West (CLEANmp) service providers conducting CLEANmp environmental assessments (EA) and/or developing CLEANmp nutrient management plans (NMP), and is entered into by and between the service provider (as set forth at the end of this agreement) and SES Inc. (SES). If the service provider is conducting CLEANmp projects as an employee of a company, then that service provider’s employer (the “employer”) will be subject to this confidentiality agreement as stipulated below and attested to at the end of the agreement.

For the purposes of this agreement, the “producer” is the entity or individual requesting the CLEANmp services rendered by the service provider.

The undersigned service provider agrees not to disclose, to any person or party external to the CLEANmp project except as permitted by this agreement, any confidential information concerning a CLEANmp project, including but not limited to: project results, program participants, site name or location (“confidential information”). This agreement shall be in effect for a period of five years after the last CLEANmp project performed by as service provider.

If a service provider is conducting a CLEANmp project for his or her employer, the employer may review project reports completed by an employee service provider only under the following circumstances: (a) the employer is reviewing the project reports solely for the purpose of reviewing a service provider’s employment and performance or for related quality control purposes, and (b) the employer’s review of the project reports is subject to the employer’s own internal confidentiality policies. The service provider may not provide the employer with any confidential information other than that related to the project’s completed reports or calculations as described above without the prior consent of the producer. The employer shall be responsible and liable to the producer for any damages directly resulting from unauthorized release of any confidential information by its employee obtained through the CLEANmp program process that is not permitted by the terms of this agreement.

CLEANmp information is confidential information and may not be used by an employer or service provider for consulting, bidding or other business purposes and may not be shared with other employer staff involved in consulting without prior written permission from the producer. Without prior written permission from the producer, an employer may not share or disclose any confidential information with any other person or party unless such person or party is directly involved in employment, performance, or quality control decisions within employer’s company.

The service provider agrees that if he or she is an employee of an employer that he or she will have the employer sign this agreement in addition to signing the agreement himself or herself, prior to bidding on or performing a CLEANmp project.

The service provider agrees not to release any data related to a CLEANmp project including scheduling information, data resulting from completion of the project, or any other information obtained as a result of conducting the CLEANmp project without the prior consent of the producer or except as specifically authorized by this agreement.

A CLEANmp service provider will not be liable for disclosure of technical information under any of the following circumstances:

- (a) The information is in the service provider's possession prior to the project.
- (b) The information becomes publicly known or available through no breach of this agreement by a CLEANmp service provider.
- (c) The information is disclosed with the prior written approval of the producer.
- (d) A service provider has a legal or ethical obligation to disclose the information to a third party. For example, the information is subpoenaed or a service provider needs to make a conflict of interest disclosure.
- (e) SES requests information or documents, as required by the CLEANmp program and described in the CLEANmp program documents and standard operating procedures.

In the event information is subpoenaed, needs to be disclosed for conflict of interest purposes, or is otherwise required to be disclosed, a CLEANmp service provider will promptly notify the CLEANmp program administrator and the producer. The service provider will cooperate with the CLEANmp program administrator and the producer regarding the nature of the disclosure or in taking other actions that may be appropriate under the circumstances.

**Service Provider/Employee**

I agree to all terms and conditions of this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Employer name and address (if applicable):

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**Employer** agrees to all terms and conditions of this agreement.

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Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**SES** agrees to all terms and conditions of this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date