

CONFIDENTIALITY AGREEMENT for PTI Inspectors and Auditors

This agreement, dated as of this _____ (dd) day of _____ (mm/yy), by and between the Post-Tensioning Institute and _____ (“Inspection Agency” or “Auditor”) and _____, “Participant”. For the purposes of this Agreement, these entities are known collectively as “the parties”.

Whereas, during the course of the Post-Tensioning Institute’s (“PTI”) inspection program for Post-Tensioning Systems (PTS) (“PTS Certification Inspection”) the Inspection Agency, and in some instances, PTI’s or ANSI auditors review Participant’s compliance with the PTI program for PTS Certification (“the Certification Program”);

Whereas, such compliance review requires Inspection Agency/Auditors to access, examine and review files, data, documents and other materials of Participant which are, in Participant’s sole judgment, contain confidential and proprietary or trade secret information and which are so marked or otherwise designated as such by Participant (“Confidential Information”);

Whereas, the certification program requires execution of an agreement between PTI and Participant which prohibits revelation of any data or grading with respect to any PTS documentation viewed or otherwise accessed during a Certification Inspection; and

Whereas, the parties desire to clarify their rights and obligations respecting Confidential Information;

Now therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS: "Confidential Information" means all material, non-public, business-related information, in either written or oral form, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation. Confidential information may take the form of tangible documents, diskettes, pictorial representations, software or intangibles such as data that has been sent to a cloud. The term “Confidential Information” shall not include general knowledge of materials, processes, data, or information which exists into the public domain not due to the fault or actions of the Inspection Agency/Auditors. It shall also not include any information made available to the Inspection Agency by a third party which had or has no business or personal ties to the Participant or its employees.

1. **Permission Required of Participant.** The Inspection Agency/Auditors shall not copy, electronically capture screen or photo images of, record video of, or remove from Participant’s premises any Information examined or otherwise revealed to it during a Certification Inspection without the advance express written permission of Participant.
2. **Nondisclosure of Confidential Information.** The Inspection Agency/Auditors agrees not to reveal for any purpose, or use, for purposes other than the Certification Inspection, at any time, any and all Information examined or

otherwise revealed to it during a Certification Inspection without the express written permission of Participant.

3. **Changes to Agreement.** Any amendment or waiver of the terms of this Agreement shall be made only in writing executed by the parties. Any waiver of the terms of this Agreement shall not act as a subsequent waiver of the same or similar terms.
4. **Recognition of Potential Damage Due to Unauthorized Disclosure.** The parties acknowledge that Participant's Confidential Information is proprietary and Participant may be irreparably harmed if the protections afforded by this Agreement were not strictly observed by PTI, the Inspection Agency, or any party to whom PTI provides Participant's confidential information.
5. **Injunctive and other Equitable Relief.** The parties understand and acknowledge that PTI or Participant will be entitled to injunctive relief and other equitable relief to prevent, restrain or remedy breaches of any provisions of this Agreement by PTI or the Inspection Agency or any of its representatives, or to enforce the terms and provisions of this Agreement, as applicable. Any such remedy or remedies are in addition to any other remedy to which Participant may be entitled at law or in equity.
6. **Applicable Law.** The law applicable to the interpretation and application of the terms of this Agreement shall be that of the State of Illinois.
7. **Forum for Hearing Disputes.** Any action involving this Agreement may be instituted in a court of competent jurisdiction in the State of Illinois.
8. **Severability.** If any clause, or portion of a clause, in this Agreement is considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect.
9. **Successorship.** The terms of this Agreement shall be binding on any and all successors, assigns and heirs without modification or alteration in any respect
10. **Waiver of Jury Trial.** To the extent permitted by law, each of the parties waives any right it may have to a trial by jury in respect of litigation arising directly or indirectly out of, under or in connection with this agreement.
11. **Duration of Agreement.** This Agreement shall continue in full force and effect for a five-year period after it has been agreed to and signed in full by each of the parties. This Agreement may be terminated in advance of the five-year period cited above, only with the express written consent of each of the parties. Notwithstanding the foregoing, it remains the obligation of the parties to recognize and maintain the confidentiality of the Confidential Information imparted to them indefinitely.
12. **Duties of the Parties upon Termination.** Upon termination of this Agreement and at any time upon request of PTI or the Participant; the Inspection Agency and/or PTI, as applicable, shall either promptly destroy all copies of any written Confidential Information in any tangible or intangible form, including the cloud;

or, it shall promptly deliver to the Participant all copies of the written Confidential Information it then possesses, in tangible or intangible form.

- 13. No rights of Inspection Agency in any Confidential Data provided by or obtained from the Participant or PTI. The inspection agency may not use any Confidential Information provided to it by Participant or PTI outside the scope of the Agreement without having received the express prior written approval of the Participant to do so.
- 14. Notice. Any notice required under this Agreement shall be in writing and must be provided to each of the Parties by Certified Mail, Return Receipt Requested or by overnight delivery service.

In witness whereof, the parties have executed this agreement as of the date set forth above

Inspection Agency/Auditors _____
Address _____
Telephone No. _____

Post-Tensioning Institute (PTI)
38800 Country Club Drive
Farmington Hills, MI 48331
248-848-3180

(Name of) Participant _____
Address _____

Telephone No. _____