







## Confidentiality Agreement

### *CONFIDENTIALITY AGREEMENT for PTI Inspectors and Auditors*

This agreement, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between “Inspection Agency or Auditor” and \_\_\_\_\_ (“Participant”).

Whereas, during the course of the Post-Tensioning Institute’s (“PTI”) inspection program for Certification of Plants Producing Unbonded Single Strand Tendons (“Certification Inspection”) the Inspection Agency , and in some instances, PTI’s or ANSI auditors review Participant’s compliance with the PTI program for Certification of Plants Producing Unbonded Single Strand Tendons;

Whereas, such review of compliance requires Inspection Agency/Auditors to examine and review files, data, documents and other materials of Participant which are, in Participant’s sole judgment, confidential and proprietary or trade secret information (“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 plant visited during a Certification Inspection; and

Whereas, the parties desire to clarify their rights and obligations respecting 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:

1. The Inspection Agency/Auditors shall not copy, electronically capture screen or photo images, record video, or remove from Participant’s premises any Information examined or otherwise revealed to it during a Certification Inspection without the express written permission of Participant.
2. 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. The term “Information” shall not include general knowledge of materials, processes, data, or information which comes into the public domain not due to the fault of the Inspection Agency/Auditors.
4. 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. Any disputes arising under this Agreement shall be governed by the laws of the State of \_\_\_\_\_.

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

\_\_\_\_\_  
Inspection Agency/Auditors

\_\_\_\_\_  
Participant