



RECYCLING MARKET Development Plan

CONFIDENTIALITY PLAN

With respect to confidentiality of proprietary information, it is Contractor's policy to comply with all applicable laws, regulations and policies and not knowingly infringe upon the intellectual property rights of others; protect third-party information that is subject to a confidentiality obligation in accordance with the terms of such obligation(s); and require that subcontractors agree to adhere to any confidentiality obligations imposed by Contractor.

In accordance with our policy and capabilities, Contractor intends to manage Business Sensitive Information related to the Recyclable Materials Feedstock Study in a manner that is aimed at protecting sensitive, confidential, trade secret, and proprietary information from disclosure contrary to executed confidentiality agreements, except as required by applicable law. All collected data will remain the exclusive property of the entity providing such data for the project (hereinafter "Responding Party").

Business Sensitive Information shall include any facility or operation information related to any survey results concerning economic or financial data; lists of customers; or amounts of recyclable materials or solid wastes received, processed, managed, consumed as feedstock, or otherwise directed by a Responding Party. Responding Parties will have the option within the survey to designate reported Business Sensitive Information to be "trade secret" as defined in the Texas Public Information Act (Government Code Chapter 552.110).

Business Sensitive Information shall not include information that was in the public domain at the time of its release or which becomes a part of the public domain through no fault of Contractor; information that is released with the written approval of the disclosing firm; information that is released by a Responding Party after five (5) years from the receipt of the information; or information that must be released pursuant to the provisions of a court order. Contractor will protect such Business Sensitive Information with the same degree of care that Contractor uses to protect its own proprietary or confidential information.

Contractor will take the following steps during the course of this project aimed at keeping Business Sensitive Information confidential:

- Contractor will execute a confidentiality agreement with each subcontractor engaged on this project (Attachment 1);
- Contractor will offer to execute a confidentiality agreement with any Responding Party that completes a survey (Attachment 2);
- Contractor will require each employee engaged on the project to sign a statement acknowledging their understanding and acceptance of the confidential nature of data associated with this project;
- Contractor employees not engaged in this project will not be allowed access to confidential project files;
- To address the confidential nature of individual Responding Parties' data, Contractor will aggregate confidential data received from the Responding Parties for presentation to the public, Client, or the Recycling Industry Committee;
- Contractor will not release raw, company-specific data, or Responding Party proprietary or confidential information (unless directed to do so under order of law, which is defined as pursuant to a court order, governmental proceeding, or applicable law, including rulings by the Attorney General under the Public Information Act, Government Code Chapter 552, in which case we will notify Client and the Responding Party).

Contractor makes no representation that data collected will not be subject to state or federal open records laws or regulations or the Freedom of Information Act, as information subject to such rules is governed by the applicable statute/rule. Contractor has no control over the disclosure of such information by court order or as required by applicable law and shall not be held liable for the release of the information as required by law.

Attachments:

1. Mutual Non-Disclosure Agreement (MSC-9)

ATTACHMENT 1- MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)
(Doc. No. MSC-9)

This AGREEMENT is made as of _____, 20____, by and between _____ (hereinafter called "RESPONDING PARTY") and Burns & McDonnell Engineering Company, Inc., a Missouri corporation (hereinafter called "BME"). Each of the parties hereto, including their affiliates or subsidiaries, if any, is hereinafter designated as a "Party" or as the "Parties".

The Parties hereby agree as follows:

1. The RESPONDING PARTY may supply BME with data or information regarding the amounts of recyclable materials, economic, customer, or financial data or solid wastes processed, managed, or directed (the "Transaction"), and such data or information, which is confidential or proprietary, and shall be deemed to be "Confidential Information" as provided for in this Agreement. Ownership of the data will remain with the RESPONDING PARTY. Oral information related to the Transaction which is said to be confidential or proprietary at the time of disclosure shall likewise be deemed to be Confidential Information. THE PARTIES EXPRESSLY AGREE THAT UNLESS DATA OR INFORMATION PROVIDED IS MARKED AS "NOT CONFIDENTIAL", ALL INFORMATION PROVIDED TO THE RECIPIENT PARTY RELATING TO THE DISCLOSING PARTY OR TO THE TRANSACTION OR FALLS WITHIN THE CATEGORIES MENTIONED IN SECTION 2 BELOW SHALL BE DEEMED TO BE, AND SHALL BE TREATED AS, CONFIDENTIAL INFORMATION.

2. Information shall not be deemed to be Confidential Information where: information that was in the public domain at the time of its release or which becomes a part of the public domain through no fault of Consultant; information that is released with the written approval of the disclosing firm; information that is released by a RESPONDING PARTY after five (5) years from the receipt of the information; or information that must be released pursuant to the provisions of a court order or as required by law.

3. Each Party agrees that any Confidential information which has been or will be disclosed directly or indirectly to it by or on behalf of the other Party shall be maintained in confidence, and shall not be disclosed to any third person without the other Party's prior express written consent. The Confidential Information shall not be used by either Party to compete against the other Party.

4. BME may disclose Confidential Information to any governmental or regulatory authority requiring such disclosure under order of law, provided that (i) BME notifies the governmental or regulatory authority that the materials are Confidential Information; (ii) BME, at the time of submission of such materials to the governmental or regulatory authority, requests such confidential treatment of such materials as may be available under applicable law; and (iii) prior to such disclosure, the RESPONDING PARTY is given prompt notice of the required disclosure so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of an injunction to prohibit such disclosure.

5. The Parties agree that they will not make use of any Confidential Information received pursuant to this Agreement except for the purpose relating to the Transaction without the express prior written consent of the RESPONDING PARTY.

6. This Agreement does not establish a joint venture, partnership, or other type of business entity between the Parties, and in no event shall the Parties represent to other persons that a joint venture, partnership, or other type of business entity has been formed.

7. In no event will either Party be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased costs, loss of revenue or profit, lost production, claims by customers, or governmental fines or penalties. The Parties waive and release each other from any claims, liability, or damages arising out of or relating to the Transaction or this Agreement.

8. This Agreement shall be interpreted, governed, and construed under the laws of the state of Texas as if executed and to be performed wholly within the state of Texas, and that venue for any such action shall be Travis County, Texas.

9. This Agreement: (i) contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement; (ii) supersedes in its entirety all previous communications between the Parties on this topic (including all previous versions of this Agreement); and (iii) shall only be modified in writing by the Parties, signed by a representative of each.

10. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

11. This Agreement is effective as of the date fully executed by both Parties and shall terminate five (5) years thereafter.

RESPONDING PARTY:

Burns & McDonnell Engineering Company, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____