CONFIDENTIAL DISCLOSURE AGREEMENT

AGREEMENT, effective_____, ____, by and between _____, having a place of business at _____ (hereinafter called "_____" or "Disclosing Party"), and _____, having a place of business at _____ (hereinafter called "_____" or "Receiving Party").

WHEREAS, the parties each desire to disclose to the other party certain information related to a Life Cycle Assessment (LCA) or Life Cycle Inventory of _____; (the "Subject Matter"), which information the disclosing party deems proprietary; and

WHEREAS, the receiving party is willing to receive such information for the purpose of collecting site-specific data required to conduct the LCA study and meet the goals of the study.

NOW, **THEREFORE**, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the parties hereto agree as follows:

A. Proprietary Information as used herein, shall mean written or documentary information which (i) relates to the above-identified Subject Matter, (ii) is received by one party from the other party, and (iii) is marked proprietary, confidential, or bears a marking of like import or which the disclosing party states in writing at the time of transmittal or disclosure to, or receipt by, the receiving party is to be considered proprietary. Information disclosed orally or by demonstration shall be considered proprietary only if the disclosing party informs the receiving party at the time of disclosure of the proprietary nature thereof and, within twenty (20) days after such oral or demonstrative disclosure, the disclosing party confirms in a writing delivered to the receiving party the proprietary nature of such orally or demonstrably disclosed information. Such writing shall be sufficiently specific to enable the receiving party to identify the information considered to be proprietary by the disclosing party.

B. Information shall not be deemed proprietary, and the receiving party shall have no obligation with respect to any such information, which:

(i) is already known to the receiving party as evidenced by prior documentation thereof; or

(ii) is or becomes publicly known through no wrongful act of the receiving party; or

(iii) is rightfully received by the receiving party from a third party without restriction and without breach of this Agreement; or

(iv) is disclosed by the disclosing party to a third party, other than to a direct or indirect subsidiary or affiliate of the disclosing party, without a similar restriction on the rights of such third party; or

(v)   is approved for release by written authorization of the disclosing party; or

vi)   is independently developed by the receiving party.

C. The receiving party shall not disclose to any third party, or use for any purpose other than to conduct the study on the subject matter, any Proprietary Information, in whole or in part, received from the disclosing party. The receiving party shall not be liable for inadvertent disclosure of Proprietary Information received from the disclosing party provided that (i) the receiving party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance and such degree of care is reasonably calculated to prevent such inadvertent disclosure, (ii) the receiving party informs its employees who have access to such Proprietary Information of its duty not to disclose, and (iii) upon discovery of any such inadvertent disclosure of Proprietary Information, the receiving party endeavors to prevent any further inadvertent disclosure.

D. All information and all tangible forms of information including, but not limited to, documents, drawings, specifications, prototypes, samples, and the like submitted hereunder by a party shall remain the property of the disclosing party. Upon written request by the disclosing party, the receiving party shall return to the disclosing party all tangible forms of the Proprietary Information, including any and all copies thereof, except for one copy which may be retained by the legal or patent department of the receiving party in its files for record purposes only.

E. Not withstanding anything herein to the contrary, the Receiving Party hereto may disclose Proprietary Information in the event that such party hereto becomes legally compelled or required to disclose the information to any person, entity, court, administrative agency, or other governmental authority provided that Receiving Party shall give the Disclosing Party hereto prompt notice so that Disclosing Party, at its own costs, may seek a protective order prior to disclosure or other appropriate remedy and/or waive compliance with this Agreement. If Disclosing Party fails to seek such protective order within 30 days of notice from Receiving Party under this paragraph, then Receiving Party may disclose that portion of the Proprietary Information which it is required or compelled to disclose.

F. Nothing contained in this Agreement shall be construed (i) as requiring a party to disclose to the other party, or to accept from the other party, any particular information or (ii) as granting to a party a license, either express or implied, under any patent, copyright, trade secret, or other intellectual property right now or hereafter owned, obtained, or licensable by the other party.

G. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.

H. This Agreement shall be interpreted and the rights of the parties determined under the laws of the District of Columbia without regard to the conflict of laws and provisions thereof and without regard to the UN Convention on Contracts for the International Sale of Goods.

I. This Agreement expresses the entire agreement and understanding between the parties respecting the subject matter hereof and shall not be modified except by a writing signed by authorized representatives of the parties on or after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date first written above.

Company _____   Company _____

Name: Name:

Title: Title:

Signature: _____   Signature: _____

Date:_____   Date:_____