**Confidentiality Agreement**

**For Protection of the Confidential Business Information**

**Of [Manufacturer]**

(peer reviewer)

On [DATE], the Director of the Washington Department of Ecology (Ecology) conditionally granted a request by [MANUFACTURER] (hereafter “the Manufacturer”), under RCW 43.21A.160, for confidential treatment of certain information (Confidential Business Information or CBI) that the Manufacturer voluntarily provided for Ecology’s use in conducting an alternatives assessment for purposes of RCW 70.95G.070.

In order for Ecology to make the determinations required by RCW 70.95G.070 with input from peer reviewers, while still affording protection of valuable formulae and trade secrets of participating manufacturers, Ecology is requiring peer reviewers to agree to keep the Manufacturer’s CBI confidential and to use it only for the purpose of fulfilling the peer review request.

In order to be allowed access to the Manufacturer’s CBI, [Peer Reviewer] (Peer Reviewer) hereby agrees, subject to the terms outlined below, to keep the Manufacturer’s CBI confidential.

The Peer Reviewer further agrees to:

* Use Manufacturer’s CBI only for the purposes peer review request.
* Store Manufacturer’s CBI separately and securely from other documents and electronic files, to not leave unattended, and to track and account for copies.
* Destroy written records and erase electronic media containing Manufacturer’s CBI after completion of the peer review.

The Peer Reviewer agrees that when providing written materials to Ecology that reference Manufacturer’s CBI, Peer Reviewer will:

* Provide a cover sheet for the materials marked conspicuously with the words “PROTECTED BY CONFIDENTIALITY AGREEMENT—DO NOT DISCLOSE” and provide the same marking in a prominent header on each page on which the Manufacturer’s CBI is included.
* Precede every appearance of the Manufacturer’s CBI with the word “CONFIDENTIAL” and place brackets around the confidential word or phrase (e.g., “The Manufacturer uses CONFIDENTIAL [chemical name] to provide the required functionality to its food contact paper product.”)

If the Peer Reviewer is employed by an entity required to comply with Washington’s Public Records Act, RCW 42.56; the federal Freedom of Information Act, 5 U.S.C. Sec. 552; or a similar law of another state, the Peer Reviewer agrees that if his or her employer receives a request for the CBI while it is in the Peer Reviewer’s possession, the Peer Reviewer will ensure that the owner of the CBI is notified of the request (and provided a copy) and afforded an opportunity to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit disclosure.

CERTIFICATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_\_\_ city, state\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title, Organization

I agree to abide by the terms of this Agreement, and I certify under penalty of perjury under the laws of Washington that I am not involved in the development of product formulations for any manufacturer of food packaging, nor do I expect to be in the future.

DEPARTMENT OF ECOLOGY AUTHORIZATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_\_\_.

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name, Title