

APPENDIX H1 – FORMS
KEY PERSONNEL CONFIDENTIALITY,
PROPRIETARY INFORMATION AND CONSENT AGREEMENT
DATED EFFECTIVE _____, 20__

TO: _____
(the "*EPCM Contractor*")

AND TO: _____
(the "*Owner*")

I, _____, in consideration of the *Owner* consenting to my participation in the performance of certain work (the "*Services*") by the *EPCM Contractor* for the *Owner* pursuant to an agreement (the "*Agreement*") made between the *Owner* and the *EPCM Contractor* dated as of ____ day of _____, 20__ with respect to _____ [*Project*]; and for the further consideration of \$1.00, from each of the *EPCM Contractor* and *Owner*, the receipt and the sufficiency of which are hereby acknowledged, do hereby agree, separate and apart from the *EPCM Contractor*, as follows:

1. I have had my role and responsibilities explained to me by the *EPCM Contractor*, or I have reviewed a copy of the Agreement and agree to observe the terms and conditions that relate to employees, subcontractors, and those otherwise engaged by the *EPCM Contractor*.
2. I acknowledge that the *Owner* has an interest in securing the performance of the *Services* by the *EPCM Contractor* and that the ability of the *EPCM Contractor* to perform the *Services* primarily depends on my continued engagement with the *EPCM Contractor*.
3. I shall perform for the *EPCM Contractor* such duties as may be assigned to me by the *EPCM Contractor* from time to time pertaining to the *Services*. I agree that all inventions, copyright, copyrightable works, discoveries, improvements, industrial designs and other intellectual and proprietary rights conceived, originated or prepared by me, arising directly or indirectly from the performance of the *Services*, are and shall be the exclusive property of the *Owner* or the *EPCM Contractor* as determined in accordance with the terms of the Agreement.
4. I shall not, without the prior written consent of the *EPCM Contractor* and the *Owner*, either during or for a 5 year period after my engagement by the *EPCM Contractor*, use or disclose any information acquired by me in the course of or by reason of my participation in the performance of the *Services*, nor will I disclose to any person engaged by the *EPCM Contractor* any such information, including, without limitation, any information as to technology, policies, operations, processes or formulae used, owned or supervised by the *Owner* or by any of its affiliates. At the termination of the Agreement or earlier if so required, I shall forthwith return to the *Owner* all confidential information in my possession.

I agree that, if any provision in this undertaking is found to be invalid or otherwise unenforceable by law, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

Witness (print name in full)

Name (print in full)
Position: