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: