

Small-Scale Food Processing
Risk Management Plan & Assessment of Risk

Model Confidentiality Agreement...intended as an educational model. It is advised that an individual confidentiality agreement specific to the business be developed and that legal review be obtained prior to use. Due to the share-use nature of most food processing incubators, the issue of confidentiality is very important.

Note: The following two confidentiality agreements are intended for incubator management discussion and are not intended as a custom packing/food processing confidentiality agreement.

Model # 1 (ACEnet, Athens, Ohio)

Confidentiality Agreement

The following confidentiality agreement is made between _____
_____ and _____(name of business)
to provide the following services.

_____ or any staff, officers, trustees or other agents of _____ will make every effort to keep confidential any information not otherwise generally available to the public that may be received from _____ in connection with this agreement regarding the business and affairs of said firm. In particular, _____ will not knowingly disclose to any third party any ingredients, formulation, processing, or financial information on any product made by _____ without express written consent of said firm. This agreement does not cover: any disclosure required by applicable law or regulation or any use or disclosure of information that was already known to or in the possession of _____ at the time of receipt from firm, in the public domain without disclosure by the firm, or obtained by the firm from an independent source or otherwise developed independently from the firm, or obtained by the firm on the Intake Application in an area marked for disclosure to _____ funders.

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Model #2 (Blue Ridge Food Ventures)

CONFIDENTIALITY. User and _____ agree and acknowledge that the Kitchen is a shared-use facility, and may be occupied and used simultaneously by similarly situated third-party Users (“Others”). The Parties further acknowledge and agree that the conduct of User’s business and the production of User’s food products may involve the use of recipes, techniques, sources of ingredients, financial and business records and other information that is owned and used exclusively by the User that constitute trade secrets or proprietary knowledge that must remain confidential for the protection of User’s business (“Confidential Information”). User acknowledges and agrees that Others may have also have Confidential Information that applies to the conduct of their own business. User and _____ acknowledge and agree that User’s Confidential Information may be disclosed to _____ for the purpose of providing product authorization, training, or Business Services to User.

- a. _____ is required to report to its grantors and sponsors on the economic impact of the services it provides. Users agree to provide an estimated sales value (wholesale and/or retail) all of the goods they produce each time they use the Facility. _____ will treat this as Confidential Information and will provide only aggregate information in its reports.
- b. In the course of using the Facility, User shall make reasonable efforts to not give User’s Confidential Information to Others or any third party. User shall also respect that Others using the Facility may be applying their Confidential Information and shall take care not to discover Other’s Confidential Information. Any spying or deliberate intrusion into Others’ Confidential Information is grounds for terminating this Agreement.
- c. In the course of dealing with _____ and its officers and employees under this Agreement, User shall take care to inform _____ whenever User is disclosing Confidential Information to _____. _____ shall make all reasonable efforts to prevent disclosure of User’s Confidential Information to any third party.
- d. Confidential Information does *not include* information that is already known to BRFV, to the public or any third party beyond User’s control, or obtained by User from an independent source or otherwise developed independently from the User. This agreement does not cover any disclosure required by applicable law or regulation.