

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into this ____ day of _____, 200__ by and between _____ ("Company") and the Agricultural Air Research Council, Inc. ("AARC")(collectively, the "Parties").

Recitals

A. Pursuant to the Animal Feeding Operations Consent Agreement and Final Order ("AFO CAFO") published at 70 Fed. Reg. 4958 (January 31, 2005) by the United States Environmental Agency ("EPA"), AARC has received and/or will receive Confidential Information belonging to Company for the purpose of choosing farms to participate in the AFO CAFO monitoring study.

B. The Confidential Information pertaining to Company has been and/or will be recorded on Attachment A to the AFO CAFO, the form of which is attached hereto as Exhibit A.

In consideration of the foregoing, and for other good and valuable consideration, the Parties hereby agree as follows:

1. Restricted Use and Disclosure of Confidential Information. AARC shall not use Confidential Information provided by the Company except for the purpose of choosing farms to participate in the CAFO monitoring study. AARC shall not disclose Confidential Information to any person or entity outside of Company without Company's prior written consent, except that AARC may disclose Confidential Information to the appropriate personnel at Purdue University for the sole purpose of choosing farms to participate in the CAFO monitoring study.

2. Duty to Take Reasonable Precautions. AARC shall take all reasonable precautions against the disclosure of Confidential Information.

3. Definition of "Confidential Information". "Confidential Information" as used in this Agreement shall mean all of the information furnished by Company to EPA and as contained on Attachment A to the AFO CAFO, the form of which is attached hereto as Exhibit A.

4. Mandatory Disclosure of Confidential Information. If AARC is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, Civil Investigative Demand, or similar process) to disclose any Confidential Information supplied to AARC for the purpose of choosing farms for the AFO CAFO monitoring study, AARC shall promptly notify Company of such request(s) so that Company may seek an appropriate protective order and/or waive compliance by AARC with the provisions of this Agreement. It is further agreed

that if, in the absence of a protective order or the receipt of a waiver hereunder AARC is nonetheless compelled, in the reasonable opinion of counsel, to disclose information concerning Company to any tribunal or else stand liable for contempt or suffer other censure or penalty, AARC may disclose such information to such tribunal without liability hereunder.

5. Return of Confidential Information. AARC shall promptly return to Company or destroy as soon as practicable all copies of Confidential Information provided to AARC, without retaining any copy thereof, (a) upon the non-selection of Company to participate in the AFO CAFO monitoring study or (b) upon written notice from Company.

6. No Waiver. No failure or delay by Company in exercising any right, power or privilege hereunder shall operate as a waiver.

7. Severability. In the event that one or more provisions of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. The waiver by either Party of any breach of any provision of this Agreement, of any warranty, or of any representation set forth herein shall not constitute a continuing waiver of any subsequent breach of either the same or any other provision, warranty, or representation of this Agreement.

8. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of _____,

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives to be effective as of the date first above written.

Agricultural Air Research Council, Inc.

By: _____
(Title) _____

[Company]

By: _____
(Title) _____

EXHIBIT A

Form of Attachment A to the Consent Agreement