



Producer Commitment Agreement

Approved by the Council: February 3, 2016

I, the undersigned, _____ on behalf of _____, do hereby commit to the voluntary assessment of **\$0.01** per manufactured and sold concrete masonry unit, as defined in the attached **EXHIBIT A**, for the 12 month period beginning, _____, 20__ and ending _____, 20__ and payable 30 days after the last day of each quarter as specified in **EXHIBIT B**. These funds from the voluntary assessment will be remitted according to the *Assessment, Remittance and Invoice Procedures* as defined in the attached **EXHIBIT B** and will be used only for the purposes articulated in the Bylaws of the Florida Concrete Masonry Education Council (“Council”), the main activities of which include the following:

- Plan, implement, and conduct programs of education for the purpose of training individuals in the field of concrete masonry.
- Develop and improve access to education for individuals seeking employment in the field of concrete masonry.
- Develop and implement outreach programs to ensure diversity among individuals trained in the programs conducted.
- Coordinate educational programs with national programs or programs of other states.
- Inform and educate the public about the sustainability and economic benefits of concrete masonry products in order to increase employment opportunities for individuals trained in the programs conducted.

Voluntary assessments will be assessed quarterly on an annual basis with collections being accrued for a quarter up to one month following the close of a previous quarter. Payments will be first credited to any outstanding assessments. The Council’s Administrative Entity will aggregate all checks received from participating producer companies into one bank account that will be zeroed out each month by transferring all deposits in one aggregate transfer to the Council’s operating account. Aggregated information will be tracked and reported to the Council’s Executive Director for each quarter in which the assessments are received. The only other information to be forwarded from the Council’s Administrative Entity to the Council will be the total number of participating companies and the name of the participating companies.

CONFIDENTIALITY

It is understood and acknowledged that the Council is created by statute, s. 446.53, Florida Statutes, and has oversight from the Florida Department of Economic Opportunity. While the Council is a separate legal entity, a 501(3) not-for-profit corporation organized under the laws of the State of Florida, it also operates as a direct support organization or quasi-government agency under the law creating it and is therefore subject to Florida’s government in the sunshine law and public records act, respectively, chapters 286 and 119, of the Florida Statutes, and s. 24(a), Art. 1, of the Florida Constitution.

However, the Legislature has found in s. 815.045, Florida Statutes, that it is a public necessity that trade secret information, as defined in s. 812.081, and as provided for in s. 815.04(3), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Specifically, the Legislature has found that disclosing trade secrets in an agency’s possession would negatively impact the business interest of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of

governmental functions. A trade secret under the statute includes the compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. As such, the information required to be submitted to the Council's Administrative Entity, a check with a calculated amount by a company based on a voluntary assessment of 1-cent per concrete masonry unit sold per quarter is a number that in itself reflects proprietary information that reflects quarterly gross sales. This information is secret, of value, for use or in use only by the business, and of advantage to the business, which the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes. Therefore, such information, numbers and calculation thereof made and provided by a company to the Council's Administrative Entity in the form of a check containing a certain amount of money, or presented in a certain amount on an invoice would fall within the definition of a trade secret and be exempt from disclosure under the public records law. Thus, except as otherwise noted herein, such information reported to the Council's Administrative Entity shall remain strictly confidential, and knowledgeable only to the Council's Administrative Entity or auditor of the Council, who will be held to the same confidentiality standards as required by law.

Company contributions made are not audited by the Council. Therefore, it is not necessary for a company to volunteer or distribute to the Council or the Council's Administrative Entity any information, other than required in **EXHIBIT B**. Any proprietary confidential company information inadvertently or otherwise disclosed or received by the Council's Administrative Entity or the Council will be immediately returned to a company. Notwithstanding, Company agrees not to divulge, discuss or disclose confidential and proprietary information to the Council's Administrative Entity or to the Council or with other participating companies, including but not limited to: (1) any past, present or future business affairs or plans of the Company including market plans and business and strategic plans, (2) the identity of and all information regarding the Company's customers, clients and participants, (3) the Company's method of doing business and the business operations of the Company, (4) the marketing, pricing and cost of the Company's business and its participants, (5) all research and development activities and plans of the Company, (6) all account information and data concerning any customer, (7) the financial performance of the Company, (8) the identity of all suppliers and vendors and the terms of the relationship with them, and (9) the technical concepts, systems, hardware and software utilized by the Company. While such information otherwise inadvertently disclosed may still be exempt from the public records law if a trade secret, it is acknowledged and agreed by the undersigned Company that neither the Council's Administrative Entity nor the Council is liable for any Company information that, due to the Company's own actions, makes its way into the public domain.

It is understood that any Company information not divulged to the Council's Administrative Entity or to the Council is NOT subject to the public records law. Company acknowledges that individual Company check amounts and corresponding calculation thereof sent to the Council's Administrative Entity will not be divulged to the Council and will remain a trade secret. However, the identity of a participating company, the total number of participating companies and the total aggregated amount of quarterly contributions from all companies made and reported to the Council are considered a public record.

I hereby agree to the terms herein of participation. This Agreement will be automatically renewed each year unless cancelled by the company upon written notice at least 30 days before the anniversary date of the Agreement. If the Council modifies this Agreement, a new Producer Commitment Agreement will be presented to the company at least 45 days prior to the anniversary date of the existing Agreement.

Signature: _____

Date: _____

Name: _____

Received by: _____

Title: _____

Company: _____