

Non-Disclosure Agreement (NDA)

February 2023

THIS AGREEMENT dated _____, 2023, by and between Industrial Tubular Catalyst Services, Inc., a Texas Company ("Industrial Tubular Catalyst Services, Inc.") and _____ ("Recipient").

WHEREAS, Industrial Tubular Catalyst Services, Inc. and Recipient, for their mutual benefit and pursuant to a working relationship which has been or may be established, anticipate that Industrial Tubular Catalyst Services, Inc. may disclose or deliver to a working relationship which has been or may be established, anticipate that Industrial Tubular Catalyst Services, Inc. may disclose or deliver to Recipient documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or behalf of by Industrial Tubular Catalyst Services, Inc., in any jurisdiction, and any amendments or supplements thereto (collectively, "Proprietary Information"); and

WHEREAS, Industrial Tubular Catalyst Services, Inc. desires to assure that the confidentiality of any Proprietary Information is maintained;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, Industrial Tubular Catalyst Services, Inc. and Recipient hereby agree as follows:

1. For a period of sixty (60) months from the date hereof, Recipient shall hold in trust and confidence, and not disclose to others or use for Recipient's own benefit or for the benefit of another, any Proprietary Information which is disclosed to Recipient by Industrial Tubular Catalyst Services, Inc. at any time between the date hereof and twelve (12) months thereafter. Recipient shall disclose Proprietary Information received under this Agreement to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This paragraph 1 shall survive and continue after any expiration or termination of this Agreement and shall bind Recipient, its employees, agents, representatives, successors, heirs, and assigns.

2. The undertakings and obligations of Recipient under this Agreement shall not apply to any Proprietary Information which:

- (a) is described in an issued patent anywhere in the world, is disclosed in a printed publication available to the public, or is otherwise in the public domain through no action or fault of Recipient;
- (b) is generally disclosed to third parties by Industrial Tubular Catalyst Services, Inc. without restriction on such third parties, or is approved for release by written authorization of Industrial Tubular Catalyst Services, Inc.;
- (c) if not designated "confidential" at the time of first disclosure hereunder, or is not later designated in writing by Industrial Tubular Catalyst Services, Inc. within thirty (30) days from disclosure to Recipient to be of a secret, confidential or proprietary nature; or

- (d) is shown to Industrial Tubular Catalyst Services, Inc. by Recipient, within ten (10) days from disclosure, by underlying documentation to have been known by Recipient before receipt from Industrial Tubular Catalyst Services, Inc. and/or to have been developed by Recipient completely independent of any disclosure by Industrial Tubular Catalyst Services, Inc.

3. Title to all property received by Recipient from Industrial Tubular Catalyst Services, Inc., including all Proprietary Information, shall always remain the sole property of Industrial Tubular Catalyst Services, Inc., and this Agreement shall not be construed to grant to Recipient any patents, licenses or similar rights to such property and Proprietary Information disclosed to Recipient hereunder.

4. Recipient shall, upon request of Industrial Tubular Catalyst Services, Inc., return to Industrial Tubular Catalyst Services, Inc. all documents, drawings, and other tangible materials, including all Proprietary Information and all manifestation thereof, delivered to Recipient, and all copies and reproductions thereof.

5. The parties further agree to the following terms and conditions:

i. Any breach by Recipient of any of Recipient's obligations under this Agreement will result in irreparable injury to Industrial Tubular Catalyst Services, Inc. for which damages and other legal remedies will be inadequate. In seeking enforcement of any of these obligations, Industrial Tubular Catalyst Services, Inc. will be entitled (in addition to other remedies) to preliminary and permanent injunctive and other equitable relief to prevent, discontinue and/or restrain the breach of this Agreement.

ii. If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed, if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

iii. In any dispute over whether information or matter is Proprietary Information hereunder, it shall be the burden of Recipient to show both that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute a trade secret under the Uniform Trade Secrets Act or successor or similar law in effect in the State of Texas.

iv. No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

v. This Agreement shall be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

vi. This Agreement is governed by and will be construed in accordance with the laws of the State of Texas, and the courts of Texas shall be the exclusive forum.

vii. This Agreement is in addition to any prior written agreement between Industrial Tubular Catalyst Services, Inc. and Recipient relating to the subject matter of this agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control. This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by Industrial Tubular Catalyst Services, Inc. and Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Industrial Tubular Catalyst Services, Inc.

By: _____ Signature: _____
Printed Name: _____ Title: _____

RECIPIENT

By: _____ Signature: _____
Printed Name: _____ Title: _____

Competency Assessment

No.	Questionnaire	C/NYC
Q1		
A1		
Q2		
A2		
Q3		
A3		
Q4		
A4		
Q5		
A5		

Enclosed Attachments	
Risk Assessment	<input checked="" type="checkbox"/>
Environmental Aspect and Impact	<input checked="" type="checkbox"/>
Training and Competency	<input checked="" type="checkbox"/>
Measure and Evaluation Tools	<input checked="" type="checkbox"/>

Competency Checklist

To be filled out by Trainer and signed by Employee, Assessor and Supervisor before being returned to the HSEQT Manager for recording purposes.

Procedure	Competency	Date	Competent YES / NO	Employee Signature

(Please tick appropriate box)

This employee is competent in performing the job.

This employee has not attained the competency level.

*

* *If the employee has not attained all competency levels, the General Manager must assess the action to be taken, provide an extension of training or alternative action as listed below.*

Alternate action to be taken: _____

Signed By	Employee: _____	Date: _____
	Trainer: _____	Date: _____
	Assessor: _____	Date: _____
	Regional Manager: _____	Date: _____

Environmental Aspects and Impacts

Identified Environmental Aspects and Impacts

The following table is a summary of the likely environmental aspects and impacts that may be identified during site inspections. The significance of each impact needs to be assessed using the Risk Assessment Model.

Activity	Aspect	Impact
Purchasing & Administrative Work	Consumption of goods	Conservation of natural resources
	Consumption of energy (eg. Electrical equipment and facilities)	Release of greenhouse gases and atmospheric pollution; Consumption of natural resources; Habitat loss
	Generation of waste (eg. Paper)	Consumption of space for waste disposal; Habitat loss
Climate Control	Consumption of energy	Release of greenhouse gases and atmospheric pollution; Consumption of natural resources; Habitat loss
	Generation of noise	Disturbance to community; Habitat loss
Cleaning of – offices / vehicles	Storage, use and release of chemicals	Contamination of air, water or soil; Risk to human health
Transport (Fleet vehicles / staff travel)	Consumption of energy	Release of greenhouse gases and atmospheric pollution; Consumption of natural resources; Loss of habitat at all stages of generation; Light pollution
	Consumption of goods (eg. Oil)	Consumption of natural resources; Generation of waste; Habitat loss; Biodiversity impacts
	Generation of waste (eg. Oil)	Consumption of space for waste disposal; Potential contamination of water or soil; Habitat loss
	Exhaust emission	Release of greenhouse gases and atmospheric pollution
	Use of dangerous goods (eg. Batteries)	Potential contamination of air, water or soil; Risk to human health
	Generation of noise	Disturbance to community; Habitat degradation
Operations		

Sample only.
To be filled in

Risk Assessment



Risk Assessment // insert name here

<p>Step No: Logical sequence</p>	<p>Sequence of Basic Job Steps documented in the Procedure, Work Instruction and project plans. Break down Job into steps.</p> <p>Each step should be logical and accomplish a major task.</p>	<p>Potential Safety & Environmental Hazards/Impacts at the site of the Job</p> <p>Identify the actual and potential health and safety hazards and the environmental impacts associated with each step of the job.</p>	<p>Risk Rating</p> <p>Refer to the risk matrix or HSEQT.PRO. Risk Mgt</p>	<p>Recommended Corrective Action or Procedure</p> <p><i>Determine the corrective actions necessary to reduce the risk to as low as reasonably practical (ALARP) refer to HSEQ.PRO.Risk Mgt. The risk must be reduced or controlled to ALARP before work commences.</i></p> <p>Document who is responsible for implementing the controls to manage each hazard identified.</p>	<p>Risk Rating refer to the risk matrix or HSEQT.PRO.Risk Mgt</p>
1.					
2.					
3.					
4.					
5.					

Audit



Process: insert// Procedure: Insert //		Date:	Audited by:	
		Location of Audit:	Area Mgr/Supervisor:	
Item	Question	Evidence Sited	Comments	Conformance Score 0,3,5
1.				
2.				
3.				
4.				
5.				
6.				
7.				
AUDITOR'S SIGNATURE:		CONFORMANCE SCORE: / 25		0 – Non-Conformance 3 – Continuous Improvement Opportunity 5 – Total Conformance
SAFETY REP'S SIGNATURE:		CONFORMANCE %:		