



Microfibres

AGREEMENT OF SECRECY & CONFIDENTIALITY

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Microfibres, Inc., possesses confidential and secret information as well as Trade Secrets relating to the manufacture of one or more special types of flock, flock adhesives, flocked fabrics, printing techniques, and finishing techniques. We also consider as confidential the number, types, sizes, configuration and layout of our plant equipment and machinery as well as our sources of supply.

Therefore, as a visitor, vendor, consultant or customer, all such information which may become known to you is to be considered secret and confidential. Both information which we may reveal directly to you as may be necessary in the conduct of business and information which, through your contact with us, may indirectly become known to you is to be considered confidential.

All information and technical data disclosed by or through us to you and to your associates and employees relating to such secret process steps and the methods and apparatus with which they are performed, the materials used and the products produced, shall be maintained by you and your associates and employees in strict confidence and not used or disclosed to others without our written consent so long as, and to the extent that such information remains unpublished, provided, however, that nothing shall prevent you or your associates and employees from using or disclosing to others any information which you can prove by documentary evidence was already known to you at the time of our disclosure, or which is hereafter lawfully obtained by you at any time from some source other than directly or indirectly from us. You agree to limit your disclosures to those of your associates and employees who

have a "need to know" and to require them to sign an agreement containing the secrecy provisions of this agreement.

The purpose and scope of this agreement is to protect and limit the disclosure of Microfibres' confidential information. Information will be disclosed on a "need to know" basis at Microfibres' sole discretion. The signing of this agreement in no way grants or implies disclosure of information or admission to plant areas involving trade secrets. Such information is not to be disclosed to outsiders under any circumstances being limited to those Microfibres, Inc., employees who have a "need to know" and have signed employee secrecy agreements.

If you agree to acknowledge and abide by the foregoing, please so indicate by signing this agreement witnessed by a Microfibres, Inc., employee.

Donna E. Padavan-Johns *T.H. Duanel*
Microfibres, Inc. Visitor

12/2/94 Memorial Hospital/Brown
Date Company



MEMORIAL HOSPITAL
of Rhode Island

DEPARTMENT OF MEDICINE



BROWN UNIVERSITY
School of Medicine

OPERATING PRINCIPLES AND GUIDELINES

**MEMORIAL HOSPITAL OF RHODE ISLAND OCCUPATIONAL HEALTH SERVICE
BROWN UNIVERSITY PROGRAM IN OCCUPATIONAL MEDICINE**

The following is derived largely from the American College of Occupational and Environmental Medicine's Code of Ethical Conduct for Physicians Providing Occupational Medicine Services and the Association of Occupational and Environmental Clinics' Patient Bill of Rights.

1. *The employer recognizes and accepts that as consultants we will be operating in accordance with the general principles and specific guidelines listed below.*
2. *It is accepted that our primary obligation as occupational health consultants is to promote and protect the health and safety of employees.*
3. *Our activities and programs focus on demonstrated needs in occupational health and safety and potential and actual health and safety hazards in the workplace.*
4. *As the success of our efforts is largely dependent on worker cooperation, it is essential that employees have faith in our scientific objectivity and integrity. The details of this document are intended to provide a foundation for that faith. Therefore, copies of this document will be posted in conspicuous places, including all places where notices to employees are customarily posted, and maintained for the duration of our contract with the employer.*
5. *Our efforts are based on meaningful participation by both labor and management. Consequently, when we determine that a plant walk-through is appropriate, we shall be afforded the company of non-managerial employee representatives as we deem appropriate.*
6. *Information we obtain concerning the health of individual workers shall remain confidential. Individuals will be provided with copies of their own test results and will have access to their own medical records. Pooled information that does not permit identification of individual employees may be made available to the employer as well as to the employees. We expect the help of management in arranging for the transfer of this information. Our responsibility to disclose such information to both management and employees must take priority over economic considerations.*

7. *Our health personnel will participate in pre-employment, pre-placement, return-to-work, and job-transfer examinations only if we are satisfied that such activities will not inherently discriminate by race, religion, national origin, age, sex, or handicap, medical or otherwise, as mandated by Title VII of the 1964 Civil Rights Act, the Age Discrimination in Employment Act of 1967 and 1975, and the Americans with Disabilities Act of 1990. More specifically, we will find an employee or candidate not suitable for a given job only if: a) there is excessive risk that the worker will cause injury to him or herself or to other workers as a consequence of performing that job, b) this excessive risk cannot be alleviated by a reasonable accommodation by the employer, c) the excessive risk can be predicted in a manner that considers only the necessary tasks of the job, d) the test or factor used to predict the excessive risk is applied to all workers seeking a similar job, and e) the test or factor has reasonable accuracy.*
8. *Pre-employment and other similar examinations will only be performed after a job applicant has been informed that he or she will be hired pending successful completion of the health examination. The results of these examinations will be provided to the individuals so examined. The personnel department will receive a recommendation that excludes medical diagnoses.*
9. *Where there exists a corporate medical department, an individual's health data will be provided to that department, provided that:*
 - a) *the medical department agrees to maintain the medical confidentiality of this data, and,*
 - b) *the individual employee grants written consent.*
10. *When required by law or regulations of the prevailing workers' compensation system, medical records may be released to insurers and other parties authorized to receive them.*
11. *We will respect trade secrets unless non-disclosure of such information would seriously jeopardize health. Any such disclosure would require prior notification of the manufacturer of the trade secret product.*
12. *As responsible members of the academic and public health community, we may find it important from time to time to report or publish scientific articles based on our industrial experiences. We shall disclose neither the names of individuals and companies nor trade secrets except as specified above.*

Employer

David G. Kern, M.D., M.O.H.

Occupational and Environmental Health Service
Memorial Hospital of Rhode Island

David G. Kern

Date

3-6-96

Date