



CONSTRUCTION
INDUSTRY
RESOURCES

Anti-Trust Agreement

(Agreed to electronically by User when account is established)

It is the policy of the Construction Industry Resources, LLC (CIR) to comply strictly with federal and state antitrust laws, and to require its licensees, subscribers, employees, consultants, business partners and individual users (collectively referred to as “Users”) to do so as well. CIR has designed the Construction Labor Market Analyzer® (CLMA) and the Contractors Workforce Development Assessment (CWDA) cloud-based applications, along with all related products and services to comply with antitrust laws. To ensure that CIR applications, products and services are not used in a way that could violate the antitrust laws, and in exchange for permitting the User(s) to use and access the CLMA and/or CWDA, the User(s) agrees as follows:

1. The User(s) will abide by all rules established by the CIR for use of the CLMA and/or CWDA;
2. The User(s) will execute and abide by the Uniform Confidentiality and Use Agreement;
3. The User(s) will not share any User-specific information generated by the CLMA and/or CWDA with any other User(s);
4. The User(s) will not discuss any data or information generated by the CLMA and/or CWDA for that User(s) with any other User(s);
5. The User(s) will not share its access information for the CLMA and/or CWDA, such as passwords, with any other User(s);
6. The User(s) will not allow access to any User-specific information through the CLMA and/or CWDA by any other User(s);
7. In connection with any CIR-related meetings or communications, the User(s) will not discuss with any other User(s):
 - a. Any User(s) prices, pricing patterns, pricing policies or strategies, price differentials, price changes, or other terms and conditions of

sale (e.g., transportation rates or policies, discounts, rebates, markups, credit terms), whether past, present, or future;

- b. Any User(s) wage rates, whether past, present, or future;
 - c. Any User(s) costs, production, markets, capacity, inventory, or sales, or its plans regarding the design, production, distribution, or marketing a specific product, including, but not limited to, possible customers or sales territories;
 - d. General market conditions and general industry problems, except to the extent necessary to further legitimate industry objectives and approved by counsel;
 - e. Any User(s) bid invitations, bidding procedures, or actual or expected bids;
 - f. The customers or territories served by or to be served by any User(s) or group of User(s);
 - g. The products or services to be offered in the future by any User(s) or group of User(s);
8. In its use of the CLMA and/or CWDA and any data or information generated by or submitted through the CLMA and/or CWDA, the User(s) will comply with all applicable antitrust laws in all respects.

This Antitrust Agreement is not intended to provide legal advice to any User(s). User(s) should seek antitrust advice from their own counsel. Any violation of this Antitrust Agreement may result in CIR's termination of a User(s) access to the CLMA and/or CWDA.

NOTE: To view the United States Department of Justice's approval of a similar project, see the [Business Review Letter 79-2 to the Uranium Institute](#), available on Westlaw at 1978 WL 21532.