

LSP ASSOCIATION PEER REVIEW PROGRAM

AGREEMENT FOR REVIEW OF A DRAFT MCP REPORT OR OPINION

This agreement is made this ____ day of _____, 20____ by and between:

_____ [Insert name of Applicant], hereinafter “Applicant”;

_____ [Insert LSP Number]

_____ [Insert address of Applicant]

and _____

_____ [Insert Name of Reviewer], hereinafter “Reviewer”;

_____ [Insert LSP Number]

_____ [Insert Address of Reviewer]

1. The Applicant is the LSP-of-Record for a disposal site for which a _____ [Insert name of Report or Opinion], hereinafter “Submittal,” will be submitted to the Massachusetts Department of Environmental Protection (MassDEP) pursuant to the Massachusetts Contingency Plan. The Applicant wishes to have the draft Submittal reviewed by another LSP prior to its submission to MassDEP.
2. The Reviewer agrees to review the draft Submittal under the terms and conditions set forth herein.
3. The Applicant and the Reviewer each agrees to be bound by the requirements and guidelines set forth in the document entitled “Peer Review Program Guidelines,” dated _____, a copy of which is attached hereto.
4. The Reviewer will not receive financial compensation for services provided under the Peer Review Program. Both the Applicant and the Reviewer agree that their participation in the Peer Review Program is entirely voluntary.
5. The Applicant and the Reviewer each agrees that the Reviewer is not to be considered a “supervisory LSP” or “LSP who is involved in a management or review capacity at a

disposal site” within the meaning of 309 CMR 4.03(12).

6. The checklist, comments, advice, suggestions, and recommendations offered by the Reviewer to the Applicant are not binding on the Applicant. The Applicant is free to accept or reject the comments, advice, suggestions, and recommendations in whole or in part.
7. The Applicant and the Reviewer state that they are not currently from the same firm, nor does the Reviewer work in a part-time LSP capacity for the Applicant’s firm.
8. The Reviewer states that he/she does not have a material relationship to the site that affords authority over the draft Submittal being reviewed.
9. In order to perform the peer review, the Reviewer will receive proprietary information from the Applicant (“Confidential Information”). The Reviewer shall treat such Confidential Information as “confidential” and agrees:
 - a. to use the Confidential Information solely for the purpose of conducting the peer review;
 - b. not to disclose the fact of or the contents of the Confidential Information to any third party without the express written permission of the Applicant, except as may be required by law;
 - c. not to disseminate the Confidential Information to any third party without the express written permission of the Applicant, except as may be required by law; and
 - d. to destroy or return to the Applicant within one week from the completion of the peer review all Confidential Information received from the Applicant and any copies made of any such information.
10. During the time the Reviewer is performing the peer review and for a period of one year after completion of the review, the Reviewer will not directly or indirectly either for himself/herself or for any other commercial enterprise, solicit or attempt to solicit work from the client for whom the Applicant has prepared the Submittal, unless the parties agree in writing to waive this provision.
11. The Reviewer shall have no further obligations pertaining to the Submittal, the disposal site, or his/her review after the completion of the peer review. For example, if the Submittal becomes the subject of a MassDEP audit or the Applicant becomes the subject of an action by the Board of Registration of Hazardous Waste Site Cleanup Professionals, the Reviewer shall have no obligation to participate in the formulation of a response to the audit findings or the Board investigation.
12. The Applicant agrees to defend, indemnify, and hold harmless the Reviewer from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys’ fees, relating to or in any way arising out of the performance of the peer

review.

13. This agreement may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute one and the same agreement.

Agreed to and accepted:

[Signature of Applicant]

[Signature of Reviewer]