

SBDC Client Rights and Responsibilities

As an SBDC client you have the right to expect:

1. **Consulting Assistance Provided at No Charge:** Because the SBDC program is supported by funding from the US Small Business Administration, the Pennsylvania Department of Community Economic Development, Clarion University of Pennsylvania and other funders, consulting is provided at no charge to you. Fees may apply for training programs, special services, materials, and publications. You will be notified of any fees in advance.
2. **Confidentiality of Information Provided:** All SBDC representatives agree to abide by the Pennsylvania SBDC's Standards of Professional Ethics and Conflict of Interest Policy. Information you provide will be held in strictest confidence and will not be released to any parties outside of the Pennsylvania SBDC network without your consent. No information you provide will be used to the commercial advantage of any SBDC representative or to the advantage of a third party.
Exceptions:
 - Information about the SBDC's service delivery is reported in aggregate to its funders and the general public. Specific information about you will not be released without your consent.
 - The SBDC will collect and report in aggregate to its funders and the general public information on you such as demographic statistics; size, location, age and industry of your business; the general nature of your engagement with the SBDC; and impact statistics such as financing obtained, sales increased or jobs created.
 - If you were referred to the SBDC, the SBDC will notify the referrer that you have sought assistance from the SBDC. The SBDC, however, will not disclose in detail the nature of the assistance you are requesting unless you provide consent to do so.
 - Information will be shared with the Pennsylvania Partnerships for Regional Economic Performance if you consent below.
3. **Unbiased Recommendations:** SBDC representatives will not knowingly recommend the purchase of goods or services from any individual or firm with which any SBDC representative has a financial, familial or personal interest.
4. **Non-Disclosure of Trade Secrets:** Sensitive trade secrets pertaining to unique facts of your business will not be used to benefit another client of the SBDC or any SBDC representative. You understand that sensitive trade secret information is information which is not obvious, which is unknown, or which is unique and pertains to new inventions, secret manufacturing and processing procedures or formulas, or any new innovative process. You understand that it is your responsibility to inform the SBDC of any such sensitive trade secrets both verbally and in writing.
5. **Assistance, Guidance, Recommendations and Education:** The SBDC program is an educational program. The SBDC will work with you on your specific issues to help build your management skills and knowledge. It is your responsibility to accept and implement recommendations. The SBDC **will not**:
 - negotiate on your behalf
 - write your business plan
 - act as an employee of your business

As an SBDC client you are responsible for:

1. **Participating in Surveys:** Because this program cares about the quality of services provided, and because it is primarily funded with public support, the SBDC undertakes a number of initiatives to ascertain the quality and impact of services provided to you. Your candid feedback is critical to the long-term success of this program. You will be asked to participate in an annual client questionnaire sent at/near the end of the calendar year. Your consultant will provide you with a copy of the client questionnaire upon request.
2. **Informing Legislators About the Service:** Consulting services are provided at no charge to you because of the financial support of the federal government and the Commonwealth of Pennsylvania. To ensure the SBDC program will be available to others, we may ask you to write to your legislators to let them know about your experience with the program.

3. **Accepting Responsibility and Waiving all Claims:** In recognition that you are ultimately responsible for the success or failure of your business and that all decisions pertaining to implementing plans and operating your business are solely your responsibility, you hereby waive any claims of damages against the Clarion University SBDC, the Pennsylvania SBDC program, any universities hosting a Pennsylvania SBDC program, Clarion University of Pennsylvania, the US Small Business Administration, and the Pennsylvania Department of Community and Economic Development, or any other entity that provides funding to the Pennsylvania SBDC program, based on any advice or information provided by the SBDC.

Reporting of Data to Pennsylvania Partnerships for Regional Economic Performance

Per Federal law (15 USC 648(a)(7)), the Pennsylvania Small Business Development Centers maintain strict confidentiality of client data. The only condition under which a Small Business Development Center can share client information with other organizations is if the client provides explicit written permission to do so.

Because:

- the Pennsylvania Department of Community and Economic Development (DCED) provides significant funding to the SBDC program through the Partnerships for Regional Economic Performance (PREP), which enables consulting services to be provided to you at no-fee, is interested in knowing specific information on SBDC clients served; and
- there are economic development and growth programs outside of the SBDC from which you as a client may benefit;

therefore, you permit the release of your name, contact information, company name, business type/NAICS code, demographic information (minority, woman and/or veteran owned status), company start date, tenure of company owner, and type of assistance provided to the Pennsylvania DCED and member organizations in the PREP program. This information will be entered into the PREP database called Executive Pulse. By agreeing to allow the information outlined above to be entered into Executive Pulse you waive all rights to the Privacy Protection of SBDC data as noted in 15 USC 648(a)(7), and waive all claims against the SBA, the University of Pennsylvania and Clarion University of Pennsylvania for any harm or damages resulting from sharing this information.

You have my permission to release my name, contact information, company name, business type/NAICS code, demographic information (minority, woman and/or veteran owned status), company start date, tenure of company owner, and type of assistance provided to the Pennsylvania DCED, member organizations in the PREP program and other authorized users of the Executive Pulse database:

YES NO

Your response does not impact access to SBDC services.

SBDC services are not available to individuals or entities that have been debarred or suspended by the federal government. By agreeing to receive assistance from the SBDC you are self-certifying that you are not currently federally debarred or suspended and also agree to cease using SBDC services if you become federally debarred or suspended in the future.

I have read and understand the above stated terms and conditions.

Print Name

Signature

Date

ORIGINAL: Client File COPY: Provide to Client