



**Small Business Development Centers**  
*Helping businesses start, grow, and prosper.*

## Client Rights & Responsibilities

As a client of the Pennsylvania Small Business Development Centers, you have certain rights and responsibilities.

*You have the **right** to expect:*

### **1. Consulting Assistance Provided at No Charge**

Because the SBDC program is supported by funding from the U.S. Small Business Administration, the Pennsylvania Department of Community Economic Development, the host University and other funders, consulting is provided at no charge to you. Fees may apply for training programs, special services (such as research), materials, and publications.

### **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. Information on you will not be sold or provided to other organizations. Specific information on you and the nature of your engagement with the SBDC will not be released 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.

### **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 three surveys:

1. A satisfaction survey after the completion of your consulting engagement.

2. An impact survey after the close of each calendar year for the next three years.
3. A quality and impact survey conducted by an independent firm two years after the start of your consulting engagement.

## **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 host University SBDC and the Pennsylvania SBDC program, the host University, the US Small Business Administration, and the Pennsylvania Department of Community and Economic Development, based on any advice or information provided by the SBDC.