



EXHIBIT "J"

CONFIDENTIALITY AGREEMENT

PROJECT NAME
PROJECT LOCATION

A/Z PROJECT NO.:

WHEREAS, A/Z has invited the Bidder to submit a Proposal to perform Work on the Project as set forth in the Contract Documents (the "Contract Documents") of which this Agreement is made a part and, in order to facilitate same, it may be necessary or desirable for the Owner and A/Z to disclose to the Bidder information or ideas which the Owner or A/Z deem secret, proprietary or confidential (collectively "Confidential Information") which Confidential Information the Owner or A/Z would not disclose to the Bidder unless an obligation of confidentiality protected such Confidential Information;

WHEREAS, the Bidder desires to be bound by the obligation of confidentiality to ensure the free flow of Confidential Information for it to properly submit a Proposal;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Owner, A/Z and the Bidder mutually agree that:

When Confidential Information is disclosed, either as a written or oral communication, the Owner and A/Z shall use reasonable efforts to adequately identify it as confidential for the Bidder to treat it as such. The Bidder shall mark any and all Confidential Information with appropriate restrictive legends to identify it as Confidential Information. The Bidder shall use Confidential Information solely for the purpose of preparing a Proposal, unless the Owner or A/Z first authorizes, in writing, its use for other purposes.

The Bidder's employees and those employees of its affiliates and subcontractors who are exposed to Confidential Information shall be bound by this Agreement. The Bidder shall ensure that they maintain the confidentiality of the information for the term of this Agreement.

Subject to the exceptions that may be contained in this Agreement, the Bidder shall not disclose to any third party, for a period of five (5) years from the date of submission of the Proposal any Confidential Information.

This Agreement shall not apply to any Confidential Information that:

- Is already rightfully in the possession of the Bidder or its affiliates without obligation of nondisclosure but was not obtained directly or indirectly from the Owner or A/Z or their affiliates;
- Is independently developed by the Bidder, its affiliates or subcontractors not as part of the preparation of the Proposal;
- Is or becomes available to the public without breach of this Agreement;
- Is rightfully received by the Bidder from a third party who is not under obligation of nondisclosure, but who did not obtain the information directly or indirectly from the Owner or A/Z or their affiliates; and
- Is required to be disclosed pursuant to law or court order



The Bidder understands and acknowledges that certain Confidential Information may have been disclosed or licensed by the Owner or A/Z to one or more third parties under separate confidentiality and nondisclosure agreements. The Bidder nevertheless shall maintain such information as Confidential Information in accordance with this Agreement.

Unless expressly authorized in writing by the Owner and A/Z, the Bidder shall return all Confidential Information to the Owner or to A/Z when and as directed by the Owner or A/Z.

This Agreement shall be governed by, and construed in accordance with the law of the state where the Project is located and the courts of that state shall be the venue for resolution of any disputes arising hereof.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The Bidder; (a) is prohibited from making any representation of or about the Project or the Work whether oral, photographic, pictorial, graphic, artistic, electronic or otherwise; (b) shall not publicize the Project, the subject matter of this Agreement or any design information provided in connection with the Project; (c) is prohibited from engaging in press releases, publications, advertising, interviews or other public disclosure without first obtaining written consent in each instance from the Owner.

This is the entire Agreement between the Owner, A/Z and the Bidder relative to the exchange of Confidential Information; it supersedes any prior or contemporaneous written or oral agreements thereon; and it may not be amended or modified except by subsequent agreement in writing by duly authorized officers or representatives of the Owner, A/Z and the Bidder.

Bidder

Bidder's Legal Name

Authorized Signature

Date

Title

Above Name Typed or Printed