

EXHIBIT "J"

CONFIDENTIALITY & NONDISCLOSURE AGREEMENT

WHEREAS, A/Z on behalf of the Owner has contracted with Trade Contractor to perform the Work set forth in the Agreement of which this Agreement is a part, and in order to facilitate same, it may be necessary or desirable for the Owner or A/Z on behalf of the Owner to disclose to Trade Contractor information or ideas which it deems secret, proprietary, or confidential, (collectively "Confidential Information"), which Confidential Information the Owner or A/Z on behalf of the Owner would not disclose to Trade Contractor, unless an obligation of confidentiality protected such Confidential Information;

WHEREAS, Trade Contractor desires to be bound by the obligation of confidentiality to ensure the free flow of Confidential Information to it in order to properly undertake the Work;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, Trade Contractor agrees as follows:

1. When Confidential Information is disclosed, either as a written or oral communication, the Owner or A/Z on behalf of the Owner shall use reasonable efforts to adequately identify it as confidential for Trade Contractor to treat it as such. Additionally, Trade Contractor shall mark its work product in connection with the Work, whether internal to Trade Contractor or delivered to the Owner or A/Z on behalf of the Owner, with an appropriate restrictive legend to identify it as Confidential Information.
2. Confidential Information shall be used solely for the purpose of performing the Work, unless the Owner or A/Z on behalf of the Owner first authorizes its use for other purposes.
3. Trade Contractor's employees and those employees of its affiliates who are exposed to Confidential Information shall be bound by this Agreement. Trade Contractor shall ensure that they maintain the confidentiality of the information for the duration of this Project and for such extended period of time as may be defined in the Owner Contract.
4. Subject to the exceptions that may be contained in this Agreement, Trade Contractor shall not disclose to any third party, for a period of ten (10) years from completion of the Work, any Confidential Information.
5. This Agreement shall not apply to any Confidential Information that:
 - a. is already rightfully in the possession of Trade Contractor or its affiliates without obligation of nondisclosure, but was not obtained directly or indirectly from the Owner or A/Z on behalf of the Owner or its affiliates;
 - b. is independently developed by Trade Contractor or its affiliates not as part of the Work;
 - c. is or becomes available to the public without breach of this Agreement;
 - d. is rightfully received by Trade Contractor 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 on behalf of the Owner or its affiliates;
 - e. is required to be disclosed pursuant to law or court order.

6. Trade Contractor understands and acknowledges that certain Confidential Information may have been disclosed or licensed by the Owner or A/Z on behalf of the Owner to one or more third parties under separate confidentiality and nondisclosure agreements. Trade Contractor nevertheless shall maintain such information as Confidential Information in accordance with this Agreement.
7. Unless further work to which this Agreement applies is authorized by the Owner or A/Z on behalf of the Owner to be performed by Trade Contractor, upon completion of the Work, Trade Contractor shall return all Confidential Information to the Owner or to A/Z on behalf of the Owner, except for one record copy that Trade Contractor may retain for its records subject to the provisions of this Agreement.
8. 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.
9. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.
10. This is the entire Agreement Trade Contractor acknowledges 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 representatives of the Owner and A/Z and Trade Contractor.
11. Trade Contractor is prohibited from making any representation of or about the Project or Work whether oral, photographic, pictorial, graphic, artistic, electronic or otherwise, without the Owner's prior written consent in each instance. Trade Contractor shall not publicize the Project, the subject matter of this Agreement, or any design information provided in connection with the Project. Trade Contractor is prohibited from engaging in press releases, publication, advertising, interview or other public disclosure without first obtaining written consent in each instance.

Trade Contractor

By: _____
(Signature)

By: _____
(Printed Name)

Title: _____

Date: _____

