CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement ("Agreement") is between ________________("AECOM") and ________________ ("Recipient").

In consideration of the promises contained herein, the Parties agree as follows:

1. AECOM agrees to provide Recipient with certain business and financial information or data, which is confidential, proprietary, or secret to AECOM. Such business and financial information and data shall be deemed "Confidential Information" as discussed in this Agreement. Confidential Information includes, but is not limited to, written or oral disclosure of the following types of data, all data such as accounting, business projections, engineering, procurement, construction and other information related to a project (whether developed by AECOM, a AECOM client, or a third party) including, but not limited to, any specifications, drawings, designs, contracting methods, costs, technologies, and other information disclosed hereunder.

2. Recipient shall maintain in strict confidence, and at no time, either directly or indirectly, reveal, report, publish, disclose, or transfer to any third party, including any subcontractor or vendor, or utilize, any Confidential Information which has been or will be disclosed, either directly or indirectly, to Recipient by or on behalf of AECOM without the express prior written consent of AECOM. Such consent may only be granted by a duly authorized representative of AECOM.

3. Confidential Information shall not include (a) information Recipient can demonstrate by documentary evidence to have been in Recipient’s possession prior to the earliest disclosure by or on behalf of AECOM, provided that Recipient has the right of free and unlimited disclosure thereof, or (b) is presently or hereafter becomes a part of the public knowledge or literature without default by Recipient of Recipient’s obligations pursuant to this Agreement. Confidential Information shall not be deemed part of the “public knowledge or literature” merely because it may be embraced by a more general disclosure or derived from combinations of disclosures generally. Further, no combination of features of Confidential Information shall be within that exception merely because the individual items are, but only if the specific combination and the exact method of performance is public knowledge.

4. Recipient agrees that: (i) all rights to Confidential Information disclosed pursuant to this Agreement are reserved by AECOM; (ii) nothing in this Agreement shall diminish or restrict in any way the rights the AECOM has to market, lease, sell, or otherwise make available its products and services to any customer or third party; and (iii) no license or conveyance of any rights under any discoveries, inventions, or patents is granted or implied by AECOM’s disclosure of such Confidential Information.

5. This Agreement does not, and shall not be construed to obligate AECOM to disclose Confidential Information to Recipient. Disclosure of Confidential Information shall be at the sole discretion of AECOM.

6. While this Agreement remains in effect, Recipient, upon AECOM’s request, shall return to AECOM as promptly as practicable, but in no event later than thirty (30) days from the date such request is received, all Confidential Information provided to Recipient and in its
possession or the possession of its representatives, including, without limitation, all copies of such Confidential Information, notes or other documents with respect to or reflecting such Confidential Information, and materials derived from such Confidential Information. In lieu of returning the information as provided herein, Recipient may destroy all such Confidential Information and shall certify in writing such destruction to AECOM. Notwithstanding the return or destruction of the Confidential Information, Recipient shall continue to be bound by its obligations hereunder.

7. Recipient shall restrict the possession, knowledge, development and use of any of the Confidential Information to the Recipient’s directors, officers, employees and other entities controlled by it (collectively “Representatives”) who have a need to know the Confidential Information. Recipient shall inform all of its Representatives of the confidentiality of the Confidential Information and shall be responsible for any disclosure of the Confidential Information by such Representatives or others in violation of this Agreement.

8. If AECOM agrees that the Recipient may disclose the Confidential Information to its affiliated companies, consultants, subcontractors and vendors, (collectively “Others”), the Recipient shall obtain an written agreement with the Others to maintain the confidentiality of the Confidential Information and shall be responsible for any breach of the confidential obligations by the Representatives or the Others in violation of this Agreement.

9. Recipient acknowledges and agrees that, without prejudice to any other right and remedy available to AECOM, AECOM shall be entitled to (i) injunctive relief and specific performance of the terms hereunder and (ii) recover all reasonable costs and expenses, including attorneys’ fees and other legal costs, from Recipient if there is a breach or threatened breach of any of the provisions of this Agreement by Recipient. Recipient agrees and acknowledges that monetary damages and other forms of legal damages would be inadequate in the event of a breach of this Agreement.

10. AECOM makes no representations, warranties, or covenants as to the Confidential Information, including, without limitation, its accuracy or completeness. Recipient acknowledges that AECOM shall not have any liability to Recipient resulting from the provision or use of Confidential Information to or by Recipient.

11. This Agreement shall be interpreted, governed, and construed pursuant to the laws of New York, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary.

12. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

13. This Agreement is effective as of the date fully executed by both Parties and shall expire ten (10) years from such date.

14. In the event the parties have a separate confidentiality agreement, the more stringent provisions shall apply.
_____________ ("Recipient")

By: ____________________________
   (Signature)
Title: __________________________
Date: __________________________

By: ____________________________
   (Signature)
Title: __________________________
Date: __________________________