

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into effective _____, _____ (the "Effective Date") by and between Gilbane Building Company ("Gilbane"), a corporation with offices located at Providence, Rhode Island, and _____ ("Other Company") a corporation with offices located at _____. Gilbane and Other Company are collectively referred to herein as the "Parties" and are, as specified below, sometimes individually referred to herein as the "Party", the "Discloser" or the "Recipient".

1. Recitals

The Parties desire to disclose to each other information relating to their respective products, services and capabilities in connection with Gilbane's provision of construction management services. In consideration for the disclosure of such information, and other valuable consideration, each Party agrees to safeguard the other Party's disclosures in order to protect each of their respective business interests.

2. Definition

"Confidential Information" shall mean any and all proprietary and confidential information, including any reference to the Owner, Project name or scope of work Other Party is providing, disclosed orally or in writing or other tangible medium by a Party (the "Discloser") to the other Party receiving such information (the "Recipient"), including, without limitation, information pertaining to financial matters, business and personnel matters, marketing analyses and plans, research programs, system concepts, electronic configurations, component specifications, logic diagrams, equipment designs, system designs, system architecture, protocols, software, processes, prototypes, and the like. Information disclosed initially in oral form shall also constitute Confidential Information, but only if identified as confidential at the time of initial disclosure.

3. Protection of Confidential Information

In consideration of Discloser disclosing from time to time at its own discretion certain of its Confidential Information to Recipient, Recipient agrees that it will not disclose at any time, nor appropriate or use on its own behalf or on the behalf of others, any Confidential Information, without in each instance first obtaining Discloser's written consent thereto. The contractual relationship created under this Agreement is confidential and is to be treated as Confidential Information according to the terms of this Agreement. Except as necessary to fulfill the purposes of this Agreement, Recipient further agrees not to make, or permit to be made copies, abstracts, or summaries of any Confidential Information, including, but not limited to, pictures, drawings, specifications, plans, data, notes, and reports embodying any Confidential Information. Recipient further agrees, upon written request by Discloser or upon Recipient's determination that it no longer has a need for the Confidential Information, to return all documents or other embodiments of any Confidential Information to Discloser, or certify destruction thereof. Recipient may, however, retain in the files of its legal counsel solely for archival purposes, one copy of the Confidential Information so as to provide a record thereof.

4. Extent of Application

The obligations under this Agreement shall not apply to Confidential Information that (a) is independently developed by Recipient or lawfully received free of restrictions from another source having the right to so furnish such Confidential Information; or (b) has become generally available to the public

without breach of this Agreement by Recipient or any affiliate of Recipient; or (c) at the time of disclosure to Recipient was known to Recipient or any affiliate of Recipient free of restriction; or (d) the Discloser agrees in writing is free of such restrictions; or (e) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Recipient has given Discloser prompt notice of such demand for disclosure and the Recipient reasonably cooperates with Discloser's efforts to secure an appropriate protective order. Confidential Information shall not be deemed to fall within the exceptions noted herein merely because it is included in a document that also includes information that does not fall within such exceptions.

5. No Grant of License

Neither this Agreement nor the disclosure or receipt of Confidential Information hereunder shall constitute or imply any promise or intention to enter any contract or other business relationship or to make any purchase of products or services by either Party or its affiliated companies or any commitment by either Party or its affiliated companies with respect to the present or future marketing of any product or service. Nothing in this Agreement obligates the other Party to disclose any Confidential Information to the Receiving Party, and any disclosure of Confidential Information shall be in each Party's sole discretion.

6. Employees

During the term of this Agreement and for a period of one (1) year following termination or expiration of this Agreement, each Party agrees that it will not directly or indirectly solicit for employment or hire any person who is now employed by the other Party or its affiliates or subsidiaries. Nothing contained in this paragraph 6 shall be deemed to prohibit either Party from conducting generalized solicitations for employment or hiring any employee of the other Party who has responded to a generalized solicitation for employment.

7. Remedies

Each Party agrees to indemnify and hold the other harmless from any damages, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by a Party or its Representatives (as defined herein) of the Confidential Information or other violation of this Agreement. In addition, because an award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Agreement and any such breach would cause a Party irreparable harm, each Party also agrees that, in the event of any breach or threatened breach of this Agreement, the non-breaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to the aggrieved Party. Notwithstanding the provisions of this paragraph 7, neither Party shall be liable to the other for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of a reasonable degree of care which is at least as great as the care such Party normally takes to preserve its own proprietary information of a similar nature.

8. Export Control

Each Party acknowledges that certain products, software and technical information provided pursuant to this Agreement may be subject to United States export laws and regulations and agrees that any use or transfer of such items must be authorized by the appropriate United States government agency. Neither Party shall directly or indirectly use, distribute, transfer or transmit any item of Confidential

Information (the "Information") (even if incorporated into other products, software and technical information), except in compliance with United States export laws and regulations. If requested, each Party also agrees to sign written assurances and other export-related documents as may be required for the other Parties to comply with U.S. export control regulations. This obligation survives any termination of this Agreement.

9. Governing Law

This Agreement and performance thereunder shall be governed by the laws of the State of Rhode Island, excluding its conflict of law provisions, and excluding the United Nations Convention on the Sale of Goods. The parties consent to the exclusive jurisdiction of the state or federal courts sitting in the State of Rhode Island.

10. Miscellaneous

(a) Modification. The agreements set forth in this Agreement may be modified or waived only by a separate writing signed by both Parties expressly modifying or waiving such agreements.

(b) Waiver. The failure of a Party to enforce any provision, right or remedy under this Agreement shall not constitute a waiver of such provision, right or remedy.

(c) Person. The term "person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or governmental body.

(d) Representatives. The term "Representatives" means each Party's respective officers, directors, employees, attorneys, accountants, consultants, and agents.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, the Parties contemplate that the court making such determination shall reduce such extent, duration, scope or provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

(f) Assignment. Neither Party shall assign this Agreement without first securing the other Party's signed, written consent.

(g) Costs. Each Party agrees that if it is held by any court of competent jurisdiction to be in violation, breach or nonperformance of any of the terms of this Agreement, then it will pay all costs of such action or suit, including reasonable attorneys' fees.

(h) Termination. Either Party may terminate this Agreement by providing written notice to the other Party, the notice being delivered in person, by national courier or delivery service, or by first-class registered or certified mail, with the expenses of delivery prepaid. The termination of the Agreement will not become effective until thirty (30) days after the delivery of the written notice to the other Party and upon return or certified destruction of all Information. This Agreement shall terminate three (3) years from the Effective Date. The obligation to protect Information shall survive the termination of this Agreement for a period of three (3) years.

(i) Publicity. Neither Party shall publicly announce or disclose the terms or conditions of this Agreement, or advertise or release any publicity regarding this Agreement without the prior written, signed consent of the other Party. This provision shall survive the expiration, termination or cancellation of this Agreement.

(j) Entire Agreement; Signatures; Authority. This Agreement constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. Each Party intends that a facsimile of its signature printed by a receiving fax machine be regarded as an original signature and agrees that this Agreement can be executed in counterparts. Each Party, and each signer individually, represents and warrants that the respective person signing on behalf of the Party has the authority and is duly authorized to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Gilbane Building Company

By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Typed Name)	(Typed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date Signed)	(Date Signed)