

EXHIBIT 14

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made by and between the San Antonio Water System, an agency of the City of San Antonio in the State of Texas (“Owner”) and _____ (“Design-Build Firm”), in connection with the Contract for design and construction services dated _____ (the “Contract”), pursuant to which Design-Build Firm is to provide services for Owner’s benefit in connection with the architecture, engineering, design, procurement and construction of the Phase 3 Service Center Project to be located in San Antonio, Texas (the “Project”).

Capitalized term used in this Agreement shall have the meaning assigned to such terms in the Contract, unless expressly provided otherwise herein.

Design-Build Firm, in consideration of the sum of TEN and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assumes with respect to Confidential Information, the following duties and responsibilities:

1. **Disclosure of Confidential Information.** Owner will allow access to or may disclose the Confidential Information to Design-Build Firm, either orally, in writing, or through data transfer.
2. **Protection of Confidential Information.** Design-Build Firm agrees to take all steps reasonably necessary to hold in confidence the Confidential Information. Design-Build Firm shall bind its affiliates, employees, agents, consultants, contractors and other representatives to this Agreement before sharing Confidential Information with them, and to only provide them access to the Confidential Information to the extent reasonably necessary in the planning for or performance of Services and Work for Owner. Design-Build Firm agrees to use the Confidential Information solely to plan for the performance of and, if contracted to do so, to perform, Services and Work for the Project. Design-Build Firm’ obligations with respect to the Confidential Information also extend to any third party’s proprietary or confidential information disclosed to Design-Build Firm in the course of providing service to Owner. Design-Build Firm’s obligations hereunder shall survive the termination of the Contract and this Agreement. This confidentiality obligation will not apply to the extent that Design-Build Firm can demonstrate that:
 - (a) the Confidential Information of Owner is, at the time of disclosure, part of the public domain;
 - (b) the Confidential Information of Owner became part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement;

- (c) the Confidential Information of Owner can be established by written evidence to have been in the possession of Design-Build Firm at the time of disclosure;
 - (d) the Confidential Information of Owner is received by Design-Build Firm from a third party without similar restrictions and without breach of this Agreement;
 - (e) the Confidential Information of Owner was developed by employees or agents of Design-Build Firm independently of Design-Build Firm's planning for the performance of Services and Work without reference to any Confidential Information of Owner (Design-Build Firm shall bear the burden of proving such independent development); or
 - (f) the Confidential Information of Owner is required to be disclosed by Design-Build Firm because of an order or ruling of a court or other government agency; provided, however, that Design-Build Firm will use its best efforts to minimize the disclosure of such information and will consult with and assist Owner in obtaining a protective order prior to such disclosure.
- 3. Materials.** All materials, including, without limitation, documents, drawings, models, apparatus, sketches, designs, and lists furnished to or prepared for Owner by Design-Build Firm based upon Owner's Confidential Information and any tangible embodiments of Owner's Confidential Information created by Design-Build Firm shall remain the property of Owner. Design-Build Firm shall return to Owner or destroy such materials and all copies thereof upon the written request of Owner.
- 4. No License.** This Agreement does not grant Design-Build Firm any license to use Owner's Confidential Information.
- 5. Successors and Assigns.** Design-Build Firm may not assign its rights or obligations arising under this Agreement without Owner's prior written consent. Owner may assign its rights and obligations arising under this Agreement. This Agreement will be for the benefit of Owner's successors and assigns, and will be binding on Design-Build Firm's affiliates, employees, agents, legal representatives and permitted assignees. Design-Build Firm shall bind all Design-Build Firm Personnel to this Agreement.
- 6. General Provisions.**
- (a) This Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of Texas.
 - (b) Notwithstanding any other dispute resolution provision in any agreement pertaining to the performance of Services, Owner shall have the right to obtain preliminary

relief on any equitable claim in any court of competent jurisdiction, where such judgment is necessary to preserve its property and/or proprietary rights under this Agreement.

- (c) Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, (b) sent by confirmed telecopy, (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this section. Such notice will be treated as having been received upon the earlier of actual receipt or five days after posting.
- (d) Design-Build Firm agrees that the breach of the provisions of this Agreement by Design-Build Firm will cause Owner irreparable damage for which recovery of money damages would be inadequate. Owner will, therefore, be entitled to obtain timely injunctive relief to protect Owner's rights under this Agreement in addition to any and all remedies available at law.
- (e) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
- (f) No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- (g) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.
- (h) Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party, or (b) limit either party's right to conduct similar discussions or perform similar work to that undertaken pursuant hereto, so long as said discussions or work do not violate this Agreement.
- (i) This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date this _____.

DESIGN-BUILD FIRM: _____

By: _____

Printed Name: _____

Title: _____