

[Note: New clause – does not replace language in the existing agreement. Insert in page 14]

3.1.1f Ownership of Documents. Except for Confidential Information, all drawings, specifications, reports, records, documents, and other materials prepared by Veolia, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon the written request of the Contract Officer or upon the termination of this Agreement, and Veolia shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by Veolia will be at the District's sole risk and without liability to Veolia, and the District shall indemnify, defend and hold Veolia harmless for all damages resulting therefrom. Veolia may retain copies of such documents for its own use. Veolia shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Veolia fails to secure such assignment, Veolia shall indemnify District for all damages resulting therefrom.