

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

Whereas, the NDA contains provisions regarding how information the disclosing party ("Discloser") considers confidential ("Confidential Information") should be treated and handled by the recipient ("Recipient") once it has been received;

Whereas, in paragraph 3 of the NDA, Google and VTA (collectively, "Parties") are permitted to share Confidential Information with their employees, directors, agents, public agency representative, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential;

Whereas, the Recipient signing below is an employee, director, agent, public agency representative, or third party contractor who needs to have access to Confidential Information in order for the Parties to advance the Purpose;

Now therefore, in exchange for receiving access to Confidential Information, Recipient acknowledges and agrees to the following:

1. Recipient has read and understands the NDA;
2. Recipient has a duty to protect Confidential Information disclosed to him or her by either Party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used;
3. Recipient may use Confidential Information only for the Purpose;
4. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
5. Recipient must not disclose Confidential Information to anyone other than those individuals who are qualified to receive Confidential Information under the terms of the NDA, and who have agreed in writing to keep information confidential
6. Recipient acknowledges that he or she may be held personally liable for the disclosure of Confidential Information in contravention to this Agreement or the NDA.
7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Dated:

Signature

Print Name

EXHIBIT A

NON-DISCLOSURE AGREEMENT

In order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the other parties identified below hereby agree:

1. This agreement is effective as of _____, or if left blank, the earliest of the signature dates below.
2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used.
3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents, public agency representatives, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential.
4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the Discloser, unless a court orders that the other party not be given notice.
5. A party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
7. This agreement imposes no obligation to proceed with any business transaction.
8. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by any party without the prior written consent of the other parties.
10. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

DS

Google Inc.

DocuSigned by:

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara valley Transportation Authority
(full company or individual name)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

Whereas, the NDA contains provisions regarding how information the disclosing party ("Discloser") considers confidential ("Confidential Information") should be treated and handled by the recipient ("Recipient") once it has been received;

Whereas, in paragraph 3 of the NDA, Google and VTA (collectively, "Parties") are permitted to share Confidential Information with their employees, directors, agents, public agency representative, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential;

Whereas, the Recipient signing below is an employee, director, agent, public agency representative, or third party contractor who needs to have access to Confidential Information in order for the Parties to advance the Purpose;

Now therefore, in exchange for receiving access to Confidential Information, Recipient acknowledges and agrees to the following:

1. Recipient has read and understands the NDA;
2. Recipient has a duty to protect Confidential Information disclosed to him or her by either Party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used;
3. Recipient may use Confidential Information only for the Purpose;
4. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
5. Recipient must not disclose Confidential Information to anyone other than those individuals who are qualified to receive Confidential Information under the terms of the NDA, and who have agreed in writing to keep information confidential
6. Recipient acknowledges that he or she may be held personally liable for the disclosure of Confidential Information in contravention to this Agreement or the NDA.
7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Dated:

Signature

Print Name



6 augustus 2017

M.C. Versteegde

Arcadis Netherlands

EXHIBIT A

NON-DISCLOSURE AGREEMENT

In order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the other parties identified below hereby agree:

1. This agreement is effective as of _____, or if left blank, the earliest of the signature dates below.
2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used.
3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents, public agency representatives, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential.
4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the Discloser, unless a court orders that the other party not be given notice.
5. A party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
7. This agreement imposes no obligation to proceed with any business transaction.
8. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by any party without the prior written consent of the other parties.
10. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

DS

Google Inc.

DocuSigned by:

(AN)

Deanna Papedis

Signature:

Print Name:

Deanna Papedis

Title: Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date: 8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual name)

Nuria Fernandez

Signature:

Print Name:

Nuria Fernandez

Title: General Manager/CEO

Address: 3331 North First Street

San Jose, California 95134

Date: 8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

Whereas, the NDA contains provisions regarding how information the disclosing party ("Discloser") considers confidential ("Confidential Information") should be treated and handled by the recipient ("Recipient") once it has been received;

Whereas, in paragraph 3 of the NDA, Google and VTA (collectively, "Parties") are permitted to share Confidential Information with their employees, directors, agents, public agency representative, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential;

Whereas, the Recipient signing below is an employee, director, agent, public agency representative, or third party contractor who needs to have access to Confidential Information in order for the Parties to advance the Purpose;

Now therefore, in exchange for receiving access to Confidential Information, Recipient acknowledges and agrees to the following:

1. Recipient has read and understands the NDA;
2. Recipient has a duty to protect Confidential Information disclosed to him or her by either Party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used;
3. Recipient may use Confidential Information only for the Purpose;
4. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
5. Recipient must not disclose Confidential Information to anyone other than those individuals who are qualified to receive Confidential Information under the terms of the NDA, and who have agreed in writing to keep information confidential
6. Recipient acknowledges that he or she may be held personally liable for the disclosure of Confidential Information in contravention to this Agreement or the NDA.
7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Dated: September 6th, 2017

Signature

Print Name

L.T. DEVLING

EXHIBIT A

NON-DISCLOSURE AGREEMENT

In order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the other parties identified below hereby agree:

1. This agreement is effective as of _____, or if left blank, the earliest of the signature dates below.
2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used.
3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents, public agency representatives, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential.
4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the Discloser, unless a court orders that the other party not be given notice.
5. A party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
7. This agreement imposes no obligation to proceed with any business transaction.
8. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by any party without the prior written consent of the other parties.
10. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

DS

Google Inc.

DocuSigned by:

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara Valley Transportation Authority

(full company or individual)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

**AGREEMENT TO KEEP INFORMATION CONFIDENTIAL
PURSUANT TO NON-DISCLOSURE AGREEMENT**

Whereas, in order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the Santa Clara Valley Transportation Authority ("VTA") have entered into a Non-Disclosure Agreement ("NDA") dated August 7, 2017, attached hereto as Exhibit A;

Whereas, the NDA contains provisions regarding how information the disclosing party ("Discloser") considers confidential ("Confidential Information") should be treated and handled by the recipient ("Recipient") once it has been received;

Whereas, in paragraph 3 of the NDA, Google and VTA (collectively, "Parties") are permitted to share Confidential Information with their employees, directors, agents, public agency representative, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential;

Whereas, the Recipient signing below is an employee, director, agent, public agency representative, or third party contractor who needs to have access to Confidential Information in order for the Parties to advance the Purpose;

Now therefore, in exchange for receiving access to Confidential Information, Recipient acknowledges and agrees to the following:

1. Recipient has read and understands the NDA;
2. Recipient has a duty to protect Confidential Information disclosed to him or her by either Party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used;
3. Recipient may use Confidential Information only for the Purpose;
4. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information.
5. Recipient must not disclose Confidential Information to anyone other than those individuals who are qualified to receive Confidential Information under the terms of the NDA, and who have agreed in writing to keep information confidential
6. Recipient acknowledges that he or she may be held personally liable for the disclosure of Confidential Information in contravention to this Agreement or the NDA.
7. Recipient has either consulted with his or her own attorney prior to signing this Agreement, or else has declined to consult with an attorney after having had an opportunity to do so.

Recipient

Dated:

9/6/17

Signature

Print Name

Stephen Trueman

EXHIBIT A

NON-DISCLOSURE AGREEMENT

In order to facilitate conversations regarding Diridon Station and Station Area planning and coordination in order to evaluate entering into a potential business transaction (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the other parties identified below hereby agree:

1. This agreement is effective as of _____, or if left blank, the earliest of the signature dates below.
2. A party (the "Discloser") may disclose to another party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). A party will only have a duty to protect Confidential Information disclosed to it by the other party if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should have reasonably understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any other similar designation is used.
3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents, public agency representatives, or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential.
4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the Discloser, unless a court orders that the other party not be given notice.
5. A party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
7. This agreement imposes no obligation to proceed with any business transaction.
8. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by any party without the prior written consent of the other parties.
10. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

DS

Google Inc.

DocuSigned by:

(A)

Signature:

DeAnna Papedis

Print Name:

DeAnna Papedis

Title:

Sr Manager, Legal, Contract Ops

Address: 1600 Amphitheatre Parkway

Mountain View, California 94043

Date:

8/7/2017

Party 1: Santa Clara valley Transportation Authority
(full company or provider name)

Signature:

Nuria Fernandez

Print Name:

Nuria Fernandez

Title:

General Manager/CEO

Address:

3331 North First Street

San Jose, California 95134

Date:

8/7/2017