

**Transbay Joint Powers Authority
NON-DISCLOSURE AGREEMENT ("NDA")**

I, _____, a staff member of or an authorized individual representative of a contractor, consultant, subcontractor, or subconsultant of or to, or a public agency cooperating with, the Transbay Joint Powers Authority ("TJPA"), intending to be legally bound, hereby consent to the terms in this NDA in consideration of my being granted conditional access to certain Confidential Information, Sensitive Security Information ("SSI"), and Protected Critical Infrastructure Information ("PCII"), as defined below, that may be owned by, produced by or for, or in the possession of the TJPA relating to the Transbay Transit Center Building and Related Structures (the "Project").

Classifications/Definitions of Information Covered by this NDA

The classification of information as Confidential Information, SSI, and/or PCII is made by the TJPA and/or the United States Department of Transportation and the United States Department of Homeland Security (Transportation Security Administration).

Confidential Information, SSI, and PCII are defined as follows:

a. Confidential Information. As used herein, the term "Confidential Information" includes (1) information that contains sensitive financial, commercial, or other proprietary business information concerning or relating to the TJPA or the Project; (2) information that contains sensitive financial, commercial, or other proprietary business information received from third parties under Non-Disclosure and/or Confidentiality Agreements; or (3) information that constitutes confidential, privileged, sensitive, or proprietary information concerning the Project's security, operations, or facilities.

b. Sensitive Security Information or SSI. As used herein, the terms "Sensitive Security Information" or "SSI" includes information about security, operations, facilities or other assets or capital projects whose disclosure would be detrimental to the security of TJPA's employees or patrons, or would invade an individual's privacy, or reveal trade secrets or privileged or confidential information.

c. Protected Critical Infrastructure Information or PCII. As used herein, the terms "Protected Critical Infrastructure Information" or "PCII" includes information that is not customarily in the public domain and relates to the security of critical infrastructure or protected systems and includes information regarding systems, facilities, or operational security, or that is proprietary, business sensitive, or which might be used to identify a person who submits such information to a federal agency, such as the Department of Homeland Security.

NDA Conditions

I attest that I am familiar with and shall comply with the standards for access, dissemination, handling, and safeguarding of Confidential Information, SSI, and PCII to which I am granted access as stated in this NDA and in accordance with the guidance provided to me by the TJPA. I understand and agree to the following terms and conditions that govern my access to Confidential Information, SSI, and PCII:

1. By granting conditional access to Confidential Information, SSI, and PCII, the TJPA and others have placed special confidence and trust in me, and I am obligated to

protect this information from unauthorized disclosure in accordance with the terms and conditions of this NDA and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.

2. I hereby agree that Confidential Information, SSI, and PCII which I have in my possession or which I may have occasion to view or access shall be handled and safeguarded in a manner that affords sufficient protection against unauthorized disclosure to or access by any unauthorized person. I shall establish a secure location for storage of Confidential Information, SSI, and PCII and develop a standard protocol for safeguarding Confidential Information, SSI, and PCII.
3. I shall not disclose or release Confidential Information, SSI, or PCII provided to me or created by me pursuant to my employment by, engagement with, or cooperation with the TJPA without written authority issued by the Executive Director of the TJPA or her designee (collectively the "Executive Director"). I shall notify the Executive Director of any request for access to Confidential Information, SSI, or PCII and allow the Executive Director to participate in evaluating such requests and formulating a response. I shall honor and comply with any and all dissemination restrictions cited or verbally conveyed to me by the Executive Director.
4. I attest that I understand my responsibilities for protecting Confidential Information, SSI, and PCII. I understand that the TJPA may, at any time or place, conduct inspections for the purpose of ensuring compliance with the conditions for access, dissemination, handling, and safeguarding Confidential Information, SSI, and PCII.
5. Upon the completion of my employment by, my engagement with, or my cooperation with the TJPA, I shall destroy all copies of Confidential Information, SSI, and PCII in my possession, or if instructed by the TJPA, promptly return to the TJPA all Confidential Information, SSI, and PCII in my possession.
6. I shall keep intact on documents and materials in my possession all markings or indicia indicating a category of information or dictating specific handling requirements. I shall carry forward markings or indicia to derivative products and I shall protect derivative products in the same manner required for the original.
7. I shall report promptly to the TJPA any and all instances of loss, theft, misuse, misplacement, unauthorized disclosure, or other security violations of Confidential Information, SSI, or PCII. I shall report immediately my personal involvement, if any, in such loss, theft, misuse, misplacement, unauthorized disclosure, or other security violations.
8. I understand that violation of the terms and conditions of this NDA may result in the termination of my conditional access to Confidential Information, SSI, and PCII.
9. This NDA is made by and intended to benefit the TJPA and may be enforced by the TJPA or its designated agent. I understand that if I violate the terms and conditions of this NDA, I may be subject to, among other things, written reprimand, termination of employment or engagement, and disqualification and/or prohibition from future participation in contracts with the TJPA. I further understand that any unauthorized disclosure of information marked SSI or PCII may be reported to the Department of Homeland Security, the Transportation Security Administration, or the Department of Transportation.

10. Unless and until I am notified in writing by the Executive Director, I understand that all conditions and obligations apply during the time that I am granted conditional access to Confidential Information, SSI, and PCII and at all times thereafter.
11. Each provision of this NDA is severable. If a court should find any provision of this NDA to be unenforceable, all other provisions shall remain in full force and effect.
12. Signing this NDA does not preclude disclosure as required by compulsory legal process or as otherwise required by law. I shall immediately notify the TJPA if a subpoena, discovery request, Court Order, Freedom of Information Act Request, or any other request or demand authorized by law seeking the disclosure of Confidential Information, SSI, or PCII is received.
13. I shall obtain written approval from the Executive Director prior to releasing any work product or information related or pursuant to my employment by, engagement with, or cooperation with the TJPA.

I declare under penalty of perjury under the laws of the United States that I have read, understood, and will comply, in full, with the terms and conditions of this Non-Disclosure Agreement.

TYPED/PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

COMPANY/AGENCY: _____

DATE: _____

I declare under penalty of perjury under the laws of the United States that _____ is personally known to me and his/her information set forth immediately above is true and correct.

WITNESS: _____

TYPED/PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

COMPANY/AGENCY: _____

DATE: _____