

Exhibit A page 1 Info from KPFF Drawing submitted to the City Planner during construction

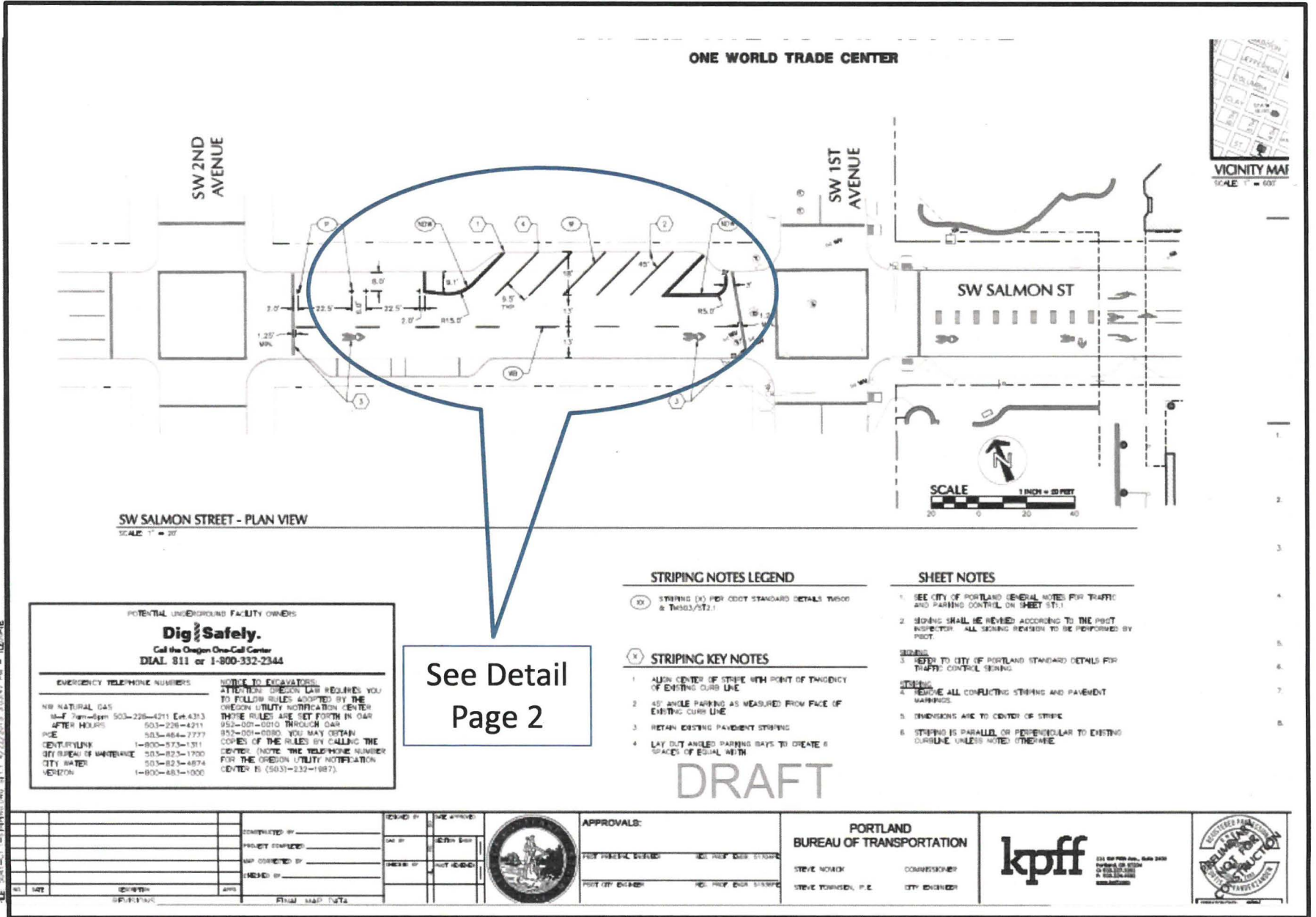
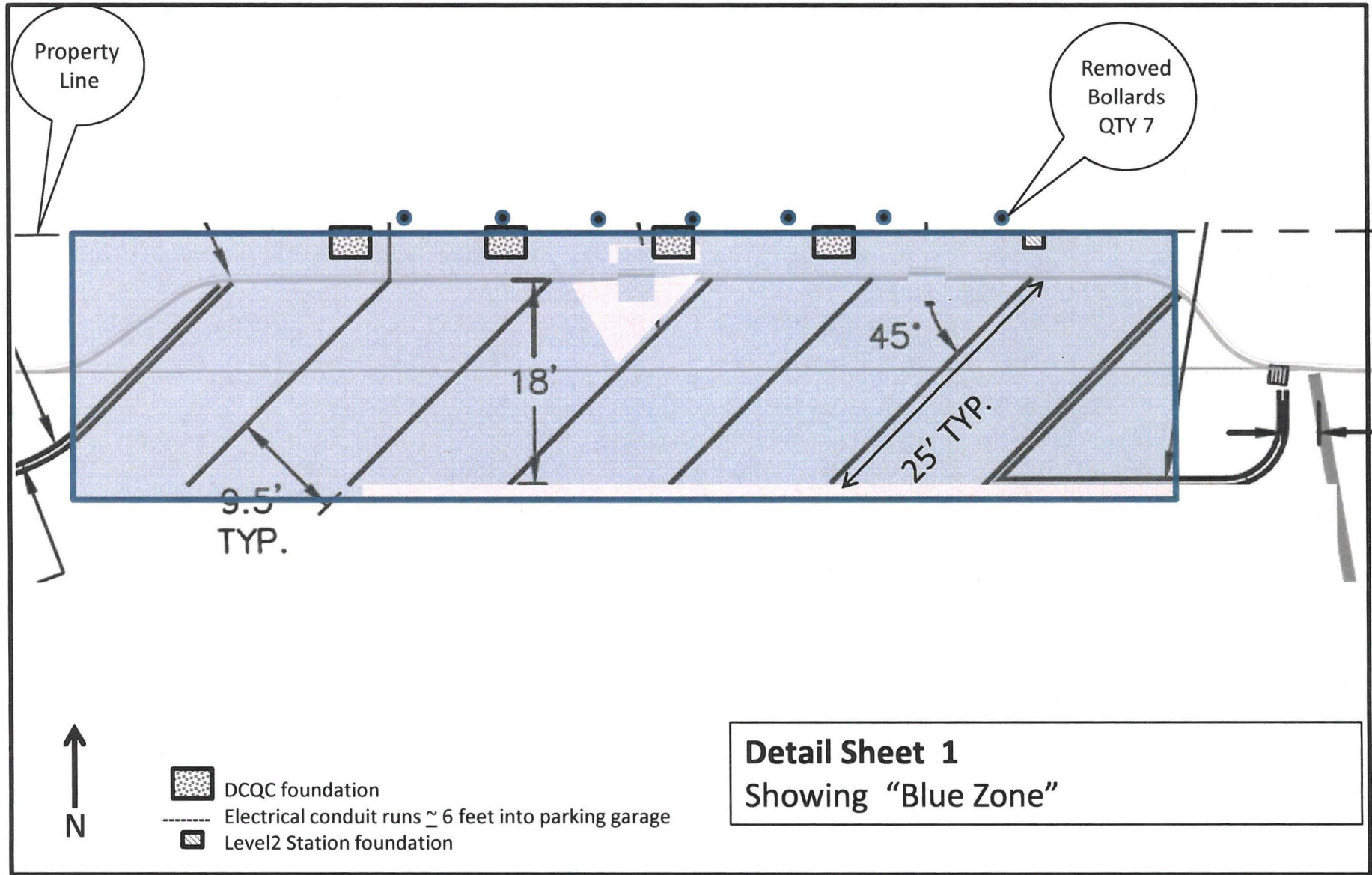


Exhibit A page 2



Detail Sheet 1
Showing "Blue Zone"



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Steve Novick Commissioner Leah Treat Director

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is made as of [REDACTED], 2017, by and between Portland General Electric Company dba World Trade Center Properties, a company qualified to do business in the State of Oregon (“Company”), and the City of Portland, a duly incorporated home rule Oregon municipality (the “City”).

1. **Purpose.** The Company has agreed to provide the City with Confidential Information in the context of being granted a franchise to use the public right-of-way within the City for the installation, operation and maintenance of electric vehicle charging stations in the public right-of-way (the “Franchise”). Under the Franchise, the Company will be documenting and evaluating charger use and electricity usage. Conclusions drawn from the compiled data will help to inform the City and the Company as to longer-term decisions about whether and how to collect fees for charging electric vehicles and what technologies are available to address collection of fees for both parking and charging services, as well as the role of electric vehicle support equipment in the public right-of-way. The City’s grant of the Franchise is, in part, intended to obtain information to inform the development of future policies regarding electric vehicle charging station services. This Agreement is intended to allow the parties to continue to discuss and evaluate data while protecting the confidentiality of the Company’s data (including confidential information previously disclosed to the City) against unauthorized use or disclosure.

2. **Definition of Confidential Information.** “Confidential Information” means any written, graphic or machine-readable information including aggregated user data, aggregated product data, marketing or finances of Company.

3. According to the terms of this Agreement, Company shall provide the following information to the City:

- Data for all charge events that occur at the charging stations covered in the Franchise Agreement, including the following data points:
 - Location address
 - Station Name
 - Session
 - Start Time
 - Stop Time
 - Connect Time

- Charge Time
- Energy
- Port
- Cost
- Gateway
- Token Type

This list of data points shall be reviewed on an annual basis as needed and may be updated to reflect changes in data reporting capabilities. In submitting Confidential Information to the City, Company shall prominently mark each page, or portion thereof, as “Confidential” prior to submitting such information to the City.

3. Nondisclosure of Confidential Information. The City agrees not to use any Confidential Information disclosed to it by Company for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Franchise. The City shall only use Confidential Information for purposes of the Franchise, any use of Confidential Information outside of this authorized limited use, is a violation of this Agreement. The City shall not disclose or permit disclosure of any Confidential Information of the Company to third parties or employees of The City, other than employees and consultants and agents who are required to have access to the information in order to evaluate the usage of the electric vehicle charging stations. The City shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Company. Such measures shall include, but not be limited to, the highest degree of care that the City utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. The City further agrees to notify Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Company’s Confidential Information, which may come to the City’s attention.

(a) Exceptions. The nondisclosure restrictions shall not apply to the following exemptions:

(i) was in the public domain at the time it was disclosed by Company or has entered the public domain through no fault of The City;

(ii) was known to The City, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of Company;

(iv) was independently developed by the City without any use of the Confidential Information and by employees of the City who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development;

(v) becomes known to the City, without restriction, from a source other than Company without breach of this Agreement by the City and otherwise not in violation of Company's rights; or

(vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the City shall provide prompt notice of such court order or requirement to Company to enable Company to seek a protective order or otherwise prevent or restrict such disclosure.

(vii) was disclosed pursuant to a valid public records request and did not reveal any trade secret or copyright information.

Nothing in this section prevents the City from compiling anonymized data from the Confidential Information for use in city planning and modifications to the administration of the pilot program, or disclosing the conclusions drawn from the examination and evaluation of Confidential Information to inform longer-term decisions about whether and how to set aside public parking spaces for charging electric vehicles, evaluating the appropriate fees for such parking spaces and how technologies may serve to track and evaluate data for usage of both parking and charging services, and the potential impact of installing electric vehicle support equipment in the public right-of-way.

5. Technical Support. The Company will provide limited technical support to the City to interpret and use the Confidential Information subject to the availability of its resources.

6. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or any other intellectual property right of Company, nor shall this Agreement grant the City any rights in or to Company's Confidential Information other than the limited right to such Confidential Information solely for the purpose of determining whether or not to enter into the Franchise.

7. Term. This Agreement shall be effective during the term of the Franchise, plus an additional period of one (1) year from the date of last disclosure of Confidential Information by the Company to the City. The City's obligations to provide confidential treatment to any Confidential Information provided to the City shall survive any termination of this Agreement, and shall continue indefinitely.

8. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Company's Confidential Information may not be assigned without the prior written consent of Company. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

10. **Independent Contractors.** Nothing contained in this Agreement shall be construed to constitute Company and the City as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

11. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Agreement the Company agrees to in personam jurisdiction of the Oregon courts.

12. **Remedies.** Company and the City each agree that the obligations of the City set forth in this Agreement are necessary and reasonable in order to protect Company and its business.

13. **Amendment and Waiver.** Any term of this Agreement may only be amended in writing by duly authorized representatives of the Company and the City. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

15. **Entire Agreement.** This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly cancelled. Notwithstanding the foregoing, this Agreement is expected to run concurrently with, and be interpreted consistently with, the Franchise Agreement entered into between the Parties effective _____, 2017.

[Signature page follows.]

The parties have executed this Nondisclosure Agreement as of the date first above written.

PORTLAND GENERAL ELECTRIC:

By: _____
(Signature)

Name: _____
Title: _____

Address:

THE CITY OF PORTLAND, OREGON:

By: _____
(Signature)

Name: Leah Treat
Title: Director, Portland Bureau of Transportation

Address:
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Portland, OR 97204