

NON-DISCLOSURE AGREEMENT  
BETWEEN CDM MICHIGAN, INC AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 100 N. Fifth Avenue, Ann Arbor 48107 ("City") is the owner of certain confidential information relating to its water system and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as "Confidential Information").

Whereas, CDM Michigan, Inc (referred to as "Receiver") is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of the Drinking Water Distribution Master Plan Project.

It is hereby agreed:

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information, based on Receiver's request for the Water Supply System:

City GIS data relating to water infrastructure  
City's GIS data relating to parcels, geographic features, contours, water distribution system, land use, and digital orthographic photos  
Electronic copy of the City's hydraulic model for the water distribution system  
Water Supply Master Plans  
Water Supply studies  
Water System maintenance records  
Fire flow testing data  
Water use data  
Water System SCADA information  
Customer account information

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it has all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as "need to know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as "need to know."

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside

its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

By: Roger W. Fraser 7/10/08  
Roger W. Fraser Date  
Its: City Administrator

CDM Michigan, Inc.

By: Mark Teubraek 6.18.08  
Date  
Print Name: Mark Teubraek  
Its: Vice President

Approved as to substance:

Sue F. McCormick  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

Stephen K. Postema  
Stephen K. Postema  
City Attorney

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

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CITY OF ANN ARBOR

By: Roger W. Fraser 7/10/08  
Roger W. Fraser Date  
Its: City Administrator

CDM Michigan, Inc.

By: Henry Fan 6/18/08  
Henry Fan Date  
Print Name: HENRY FAN  
Its: Environmental Engineer

Approved as to substance:

Sue F. McCormick  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

Stephen K. Postema  
Stephen K. Postema  
City Attorney

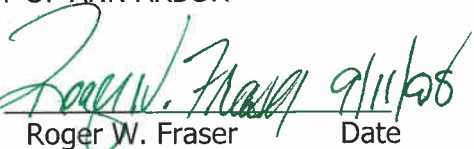
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CITY OF ANN ARBOR

By:   
Roger W. Fraser Date

Its: City Administrator

CDM Michigan, Inc.

By:  7/13/2008  
Date


Print Name: WAI-CHEUNG CHAN

Its:

Approved as to substance:

  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

  
Stephen K. Postema  
City Attorney

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By:   
Roger W. Fraser Date

Its: City Administrator

CDM Michigan, Inc.

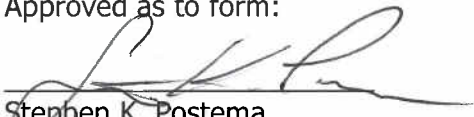
By:  7/17/08  
Date  
Print Name: Lynn Hamilton

Its:

Approved as to substance:

  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

  
Stephen K. Postema  
City Attorney

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Roger W. Fraser Date  
Its: City Administrator

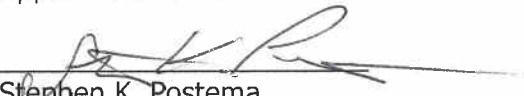
CDM Michigan, Inc.

By:  7-16-08  
Date  
Print Name: Julie Achler  
Its: Project Engineer

Approved as to substance:

  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

  
Stephen K. Postema  
City Attorney

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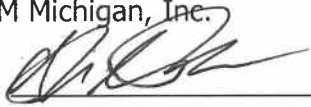
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CITY OF ANN ARBOR

CDM Michigan, Inc.

By: \_\_\_\_\_  
Roger W. Fraser Date  
Its: City Administrator

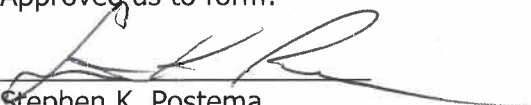
By:  \_\_\_\_\_ 7/14/08  
Date  
Print Name: Oskar Nordstrom

Its:

Approved as to substance:

  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

  
Stephen K. Postema  
City Attorney



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CITY OF ANN ARBOR

By: Roger W. Fraser 9/11/08  
Roger W. Fraser Date  
Its: City Administrator

CDM Michigan, Inc.

By: Edward H. Kluitenberg 7/14/08  
Date  
Print Name: Edward H. Kluitenberg

Its:

Approved as to substance:

Sue F. McCormick  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

Stephen K. Postema  
Stephen K. Postema  
City Attorney

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CITY OF ANN ARBOR

By: Roger W. Fraser 9/11/08  
Roger W. Fraser Date  
Its: City Administrator

CDM Michigan, Inc.

By: Jason Zawacki 7/17/08  
Date  
Print Name: Jason Zawacki

Its:

Approved as to substance:

Sue F. McCormick  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

Stephen K. Postema  
Stephen K. Postema  
City Attorney

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Roger W. Fraser Date  
Its: City Administrator

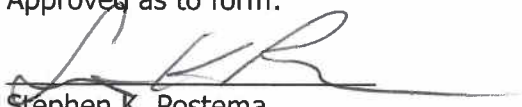
CDM Michigan, Inc.

By:  9.3.08  
Date  
Print Name: Mark Teubroek  
Its:

Approved as to substance:

  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

  
Stephen K. Postema  
City Attorney

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By: Roger W. Fraser 9/11/08  
Roger W. Fraser Date

Its: City Administrator

CDM Michigan, Inc.

By: Jaruce Skadsen 7/15/08  
Jaruce Skadsen Date

Its:

Approved as to substance:

Sue F. McCormick  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

Stephen K. Postema  
Stephen K. Postema  
City Attorney

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CITY OF ANN ARBOR

By: Roger W. Fraser 9/11/08  
Roger W. Fraser Date  
Its: City Administrator

CDM Michigan, Inc.

By: Karen L Duff 7/15/08  
Date  
Print Name: Karen L Duff

Its:

Approved as to substance:

Sue F. McCormick  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

Stephen K. Postema  
Stephen K. Postema  
City Attorney

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CITY OF ANN ARBOR

CDM Michigan, Inc.

By: Roger W. Fraser 9/11/08  
Roger W. Fraser Date  
Its: City Administrator

By: Justin Woods 7/14/08  
Justin Woods Date  
Print Name: JUSTIN WOODS  
Its:

Approved as to substance:

Sue F. McCormick  
Sue F. McCormick  
Public Services Area Administrator

Approved as to form:

Stephen K. Postema  
Stephen K. Postema  
City Attorney