

Contract ID: n139013
Google (Outbound) Project Sponsorship Agreement

PROJECT SUMMARY

Google Contact Information	Google contact name: Anh Quach Crandall Google contact number: +1-520-979-0187 Google contact email: anhqc@google.com
Organization Contact Information	Organization entity: Norman Utility Authority Organization address: 225 N. Webster Avenue, PO Box 370, Norman, OK 73069 Primary contact name: Peter Wolbach Primary contact number: (405) 217-7778 Primary contact email address: Peter.Wolbach@Normanok.gov
“Effective Date”	Upon Execution of Agreement by both parties
“Project Duration and term of Project Description Schedule”	This Project Description Schedule will be effective from execution of agreement by both parties until December 31, 2035 Google intends to claim benefits over a 10-year period after project implementation (2026-2035).
Project Identification	Non-Potable Reuse at the City of Norman Water Reclamation Facility
Funding Provided by Google (“Fees”)	Organization will utilize \$500,000 in Project Funding from Google. Google’s contribution is anticipated to be 100% of the total project cost. Project reporting will be included in this fee.
Funding Timing (when may Organization invoice Google for the Fees?)	Upon Effective Date
Details of Sponsorship: Rights/Benefits and Obligations	This sponsorship will result in the rehabilitation of an existing non-potable system at the City of Norman Water Reclamation Facility. Project activities include a flow evaluation, capping and re-establishing a recirculation endpoint, and minor piping improvements. Once rehabilitated, it is expected that the system will provide 0.3 to 0.6 million gallons per day of non-potable water that is suitable to replace most on-site operations currently using potable water. These operations include cleaning and



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	<p>maintenance, cooling water, process water, and compost irrigation. The reuse system would offset the potable water supplies previously used for on-site operations and improve the water supply reliability for the community.</p> <p>The project will install additional flow meters to obtain measurements of the water being reused on-site.</p>
<p>Preliminary Estimate of “Project Benefits”</p>	<p>A preliminary estimate of the Project Benefits attributable to Google per Project Funding under this Project Description Schedule, based on reduced water withdrawals provided by the volume of water reused, are:</p> <p>Estimated total annual benefit = 109.5 Million Gallons per Year (MGY)</p> <p>Estimated Google annual benefit (based on 100% cost share) = 109.5 MGY</p> <p>Additional details provided in the <i>Non-Potable Reuse at the City of Norman Water Reclamation Facility Benefit Summary</i> prepared by Brown & Caldwell dated June, 2024.</p>
<p>Project “Verification” and Reporting</p>	<p>The Reporting Plan is described below:</p> <ul style="list-style-type: none"> ● At the end of each year of project implementation (2025), Organization will provide email communication to Google confirming and summarizing implementation (e.g., flow assessment, design and construction activities). ● Monitoring of project performance and complementary benefits will be performed by the Organization for a period of at least 10 years. Organization will provide a brief report for each year of monitoring during Q1 of the following year. The report will describe the project results, including the volume of water reused (metered on site), and any remedial measures recommended to ensure project function. ● Organization will provide links to new press coverage of the Project. ● As applicable, the Organization will identify and communicate to Google any changes to the Project (e.g., total project cost) and the reason for the change and any additional funders. Any such changes to the total project cost must be approved by Google in writing.



	<p>Organization will provide updates on the quantification of Project Benefits resulting from the monitoring and verification to gdc-ws-monitoring@google.com following the schedule below:</p>	
	Project Reporting Period	Organization Email to Google
	Year 1 (2025) Implementation Report	Q1 of Following Year
	Years 2-11 (2026-2035) Monitoring Report	Q1 of Following Year
	*Dates can change when agreed on by Google and Organization in an email	

TERMS AND CONDITIONS

This Project Sponsorship Agreement (“**Agreement**”) is entered into by Google LLC (“**Google**”), with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043, and the entity listed in the Project Summary above (“**Organization**”) with effect on the Effective Date, and governs Google’s and Organization’s participation in the Project (defined below).

1. Agreement Structure and Scope.

- 1.1. **Agreement.** This Agreement consists of: (a) these terms and conditions, including its attachments, if any (“**T&Cs**”); and (b) the project sponsorship summary set out above (“**Project Summary**”), setting out the commercial terms of this Agreement, including the details of the event or activity being sponsored (“**Project**”) and any Fees to be paid by Google.
- 1.2. **Defined Terms.** Capitalized terms are either defined in these T&Cs or in the Project Summary. “Including” means including but not limited to.
- 1.3. **Google Products.** If Google provides any products or services to Organization or any third party under this Agreement, the terms of use or Google policies generally applicable to such products or services will apply, and the terms of this Agreement will not modify such terms of use or Google policies.

2. Project. Each party will undertake its respective responsibilities relating to the Project as set out in the Project Summary. Organization may collaborate with third parties on the Project if it provides Google with prior written notice.

3. Fees and Invoicing.

- 3.1. **Payment.** Except as otherwise set out in the Project Summary, each party will be responsible for its own costs incurred in connection with the Project. Subject to Section 3.2, Google will pay the Fees in consideration of Organization’s performance of its obligations



under this Agreement. The Project Summary will specify when Organization may issue an invoice. Organization will submit itemized invoices to the online portal specified by Google according to the portal's instructions. Google will pay Organization's properly issued invoices within 45 days after receipt.

- 3.2. Google Affiliates. Google may notify Organization (including by email) that a Google Affiliate will pay the Fees, in which case (i) the sponsorship rights and benefits in this Agreement will be provided by Organization to the Google Affiliate; and (ii) Organization will issue its invoice for the Fees to the Google Affiliate, and the Google Affiliate will pay the invoice to Organization, in accordance with the invoicing requirements in Section 3.1. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party during the Agreement Term.

4. **Ownership and License.**

- 4.1. Limited Rights. Except for the licenses in Sections 4.2 and 4.3, neither party will acquire any right, title, or interest in any copyright, patent, trade secret, trademark, and any other intellectual property or proprietary rights ("**Intellectual Property Rights**") belonging to the other party or the other party's licensors.
- 4.2. Organization Marks. "**Organization Marks**" means Organization's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. Organization grants Google a royalty-free, non-transferable, non-exclusive license to use the Organization Marks in the formats and specifications directed by Organization, solely for the purpose of promoting and marketing the Project during the term set forth in the Project Summary, provided that Google will obtain Organization's written consent (including by email) before disclosing to any third party any material or documentation incorporating Organization Marks. Nothing in this Agreement will be deemed to vest in Google any ownership right in any Organization Marks, which at all times remain the exclusive property of Organization.
- 4.3. Google Marks. "**Google Marks**" means Google's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. Google grants Organization a royalty-free, non-transferrable, non-exclusive license to use the Google Marks in the formats and specifications directed by Google, solely for the purpose of promoting and marketing the Project during the term set forth in the Project Summary, provided that: (i) Organization will obtain Google's written consent (including by email) before disclosing to any third party any material or documentation incorporating Google Marks, unless such disclosure is made in response to a request under the Oklahoma Open Records Act; and (ii) Organization's use of Google Marks must always comply with Google's brand guidelines (set forth at <http://www.google.com/permissions/guidelines.html> (or such other URL as Google may determine)). Nothing in this Agreement will be deemed to vest in Organization any ownership right in any Google Marks, which at all times remain the exclusive property of Google.

5. **Term and Termination.**



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- 5.1. **Term.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 5.2 below, continues in effect until the Project End Date, when it will automatically expire. The Fees will not become due and the sponsored activities will not commence until: (i) this Agreement has been executed by both parties; and (ii) Google has issued a purchase order to Organization for the Fees.
- 5.2. **Termination.** Either party may immediately terminate this Agreement on written notice if: (i) the other party is in material breach of this Agreement and fails to cure that breach within 20 days after receipt of written notice of the breach; (ii) the other party breaches Section 7 (Representations and Warranties); or (iii) the other party becomes subject to insolvency proceedings. If this Agreement is terminated before the Project End Date, Organization will promptly refund Fees provided by Google, less reasonable costs incurred by Organization before such termination.
- 5.3. **Survival.** Sections 1, 5 through 9, and 11 of this Agreement will survive the expiration or termination of this Agreement.

6. Confidentiality and Privacy.

- 6.1. **Confidential Information.** “**Confidential Information**” means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential and is considered confidential information under the Oklahoma Open Records Act, 51 O.S. §24A.1 et seq. . It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.
- 6.2. **Confidentiality Obligations.** The recipient will not disclose the discloser's Confidential Information, except to affiliates, employees, agents, professional advisors, or third-party contractors (“**Delegates**”) who need to know it and who have a legal obligation (equivalent to this clause) to keep it confidential. The recipient will use the Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient may disclose Confidential Information when legally compelled by a court or other government authority. To the extent permitted by law, the recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem appropriate. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.
- 6.3. **Privacy and Data Protection.**
 - A. The use and disclosure of lists containing personal information are regulated by privacy and data protection laws, and may be subject to obligations of confidentiality.
 - B. In performing their obligations under this Agreement, the parties will comply with their respective obligations under applicable data protection laws..



- C. To the extent relevant to the Project or this Agreement, Organization is responsible for managing any and all marketing, mailing, email, membership, and other lists (“Lists”) in accordance with applicable law, including applicable data protection laws.
- D. In performing their obligations under this Agreement, Organization represents and warrants that it will not provide any Lists containing personal information to Google or any of its affiliates;

7. Representations and Warranties.

- 7.1. Mutual. Each party represents and warrants that (i) it has full right and power to enter into and perform its obligations under this Agreement, including sufficient rights to grant the licenses granted hereunder; and (ii) entering into this Agreement will not cause it to breach any contractual obligations to a third party.
- 7.2. Compliance with Laws. Furthermore, each party represents and warrants that it will comply with all applicable laws and regulations in connection with the Project and this Agreement, including all applicable export control and sanctions laws and regulations, and all applicable commercial and public anti-bribery laws, such as the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Organization will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise required to perform. “Government officials” include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.
- 7.3. Compliance Information. Each party will, on the request of the other party, provide all information reasonably required by the requesting party to verify compliance with Sections 6 and 7.

8. Indemnification.

- 8.1. Obligations. Organization will defend and indemnify Google, its officers, directors and employees from any third party claims and liabilities to the extent arising from: (i) any allegation that Organization, during any part of the Project (including any promotional materials) infringes or misappropriates any third party rights, including Intellectual Property Rights; (ii) any breach of Section 6 (Privacy and Data Protection) or applicable data protection laws; or (iii) Organization’s breach of warranty, willful misconduct, fraud, misrepresentation, or violation of law, unless such claims and liabilities were caused by Google’s negligence or willful misconduct. Nothing in this Agreement shall be construed as a waiver of any limitation of liability or protections afforded Organization under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151 et seq., as now or hereafter amended.



- 8.2. **Control of Defense.** Google has the right to approve controlling counsel. Any settlement requiring Google to admit liability, pay money, or take (or refrain from taking) any action, will require Google's prior written consent.
9. **Limitation of Liability.** EXCEPT FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR INDEMNIFICATION OBLIGATIONS: (A) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES; AND (B) NEITHER PARTY'S LIABILITY ARISING OUT OF AN AGREEMENT WILL EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO ORGANIZATION UNDER THIS AGREEMENT.
10. **Insurance.** During the term of this Agreement, Organization may elect to self-insure.
11. **General.**
- 11.1. **Publicity.** Neither party may make any public statement regarding this Agreement without the other's written approval.
- 11.2. **Notices.** All notices must be in English and in writing. Notices of breach or termination must be addressed to the other party's Legal Department. The address for notices to Google's Legal Department is legal-notices@google.com. All other notices must be addressed to the other party's primary contact. Emails are written notices. Notice will be treated as given on receipt, as confirmed by written or electronic means.
- 11.3. **Assignment.** Neither party may assign any part of this Agreement without the written consent of the other.
- 11.4. **Change of Control.** If a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), then that party will give written notice to the other party within 30 days after the change of control.
- 11.5. **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 11.6. **No Agency.** This Agreement does not create any agency, partnership, or joint venture between the parties.
- 11.7. **No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 11.8. **Execution.** The parties may execute this Agreement using electronic signatures, electronic copies, and counterparts.
- 11.9. **Amendments.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- 11.10. **Entire Agreement.** This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter (including any purchase order terms). In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or



warranty (whether made negligently or innocently), except those expressly stated in this Agreement.

- 11.11. Severability. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 11.12. Conflicting Terms. To the extent these T&Cs and the Project Summary conflict, these T&Cs will govern.
- 11.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought in the Cleveland County District Court or the United States District Court of the Western District of Oklahoma, as applicable, and each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. The Parties agree that any party may file a copy of this Section with such court as written evidence of the knowing, voluntary and bargained agreement among the parties irrevocably to waive any objections to venue or to convenience of forum.
- 11.14. If Organization is a government entity, the following terms in this subsection also apply: Organization understands that Google and its affiliates may be a vendor and/or lobbyist employer, and the employees of those entities may be registered lobbyists. Notwithstanding, Organization warrants that (a) this sponsorship is being used for the benefit of the government entity and not as a gift to any individual government official and (b) entering into this Agreement will not preclude the current or future ability of Google or any of its affiliates to explore business opportunities with the City.

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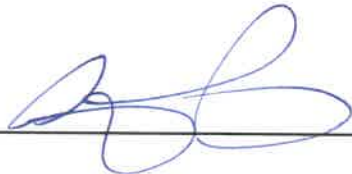
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IN WITNESS WHEREOF, the NORMAN UTILITY AUTHORITY and GOOGLE LLC have executed this AGREEMENT.

DATED this ___ day of _____, 2024.

<p>Norman Utility Authority (Organization)</p> <p>Signature _____</p> <p>Name <u>Larry Heikkila</u></p> <p>Title <u>Chairman</u></p> <p>Date _____</p> <p>Attest:</p> <p>_____</p> <p>City Clerk</p>	<p>GOOGLE LLC (Google)</p> <p>Signature <small>Signed by:</small> <u>Audrey Van Belleghem</u></p> <p>Name <u>Audrey Van Belleghem</u></p> <p>Title <u>Director</u></p> <p>Date <u>14-Jan-2025</u></p>
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APPROVED as to form and legality this 23 day of Jan, 2024.



CITY ATTORNEY

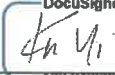


**CERTIFICATE OF OFFICER
OF GOOGLE LLC**

The undersigned, being the duly elected, qualified and acting Assistant Secretary of Google LLC, hereby certifies as of January 16, 2024 that:

1. Google LLC is a limited liability company duly formed and validly in existence under the laws of Delaware, USA, with its registered office located at 251 Little Falls Drive Wilmington, DE 19808, US, and registered with the Delaware Secretary of State under no. 3582691.
2. Audrey Van Belleghem is a Director, Strategy & Operations and Chief of Staff for GDC of Google LLC.
3. Audrey Van Belleghem is duly authorized to sign documents, certificates, agreements or instruments related to her area of responsibility on behalf of Google LLC.

GOOGLE LLC

DocuSigned by:
By: 
Name: Kenneth H. Yi
Title: Assistant Secretary