

## **INFORMATION SHARING AND EVENT COOPERATION AGREEMENT**

This INFORMATION SHARING AND EVENT COOPERATION AGREEMENT ("Agreement") is entered into and effective as of August 1, 2023 (the "Effective Date"), by and between the City of Santa Clara, a California chartered municipal corporation ("City"), the Santa Clara Stadium Authority, a California Joint Powers Authority ("SCSA"), the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("ManCo"), the Bay Area Host Committee, a California nonprofit mutual benefit corporation ("BAHC"), and FWC2026 US, Inc., a Delaware non-stock corporation ("FIFA US"). The City, SCSA, ManCo, BAHC, and FIFA US are referred to individually in this Agreement as "Party" and collectively as "Parties."

### **A. RECITALS**

1. WHEREAS FIFA US was formed, and is ultimately owned, by the Fédération Internationale de Football Association ("FIFA"); and

2. WHEREAS FIFA is the governing body of international soccer and organizes international soccer competitions including the FIFA World Cup 2026™; and

3. WHEREAS FIFA has selected Levi's® Stadium ("Stadium") as a venue to host a portion of the FIFA World Cup 2026™ event schedule; and

4. WHEREAS the Stadium is owned by SCSA, a joint exercise of powers entity under California Government Code Section 6500, et seq., and located in the City, a chartered municipal corporation; and

5. WHEREAS ManCo is the contracted manager of Non-NFL Events and operations at the Stadium for SCSA pursuant to the Management Agreement originally dated as of March 28, 2012; and

6. WHEREAS BAHC is a 501(c)(6) non-profit entity focused on bringing world-class events to the San Francisco Bay Area, and is working collaboratively with the City, SCSA, ManCo, and FIFA and FIFA US to plan and effectuate the agreements necessary to make the FIFA World Cup 2026™ a successful event; and

7. WHEREAS on or about January 17, 2018, ManCo submitted to FIFA and the United States Soccer Federation, Inc. as an irrevocable offer, an executed copy of that certain Stadium Agreement, for the purpose of, among other things, setting forth the terms and conditions whereby certain FIFA World Cup 2026™ matches and certain ancillary events associated with those matches might be hosted at the Stadium in Santa Clara, California; and

8. WHEREAS on or about June 13, 2022, ManCo, BAHC, and FIFA entered into that certain Addendum to Hosting Agreements ("Addendum"), whereby, among other things, the Stadium Agreement was confirmed, made effective and addended; and

9. WHEREAS the Stadium Agreement and stadium-specific portions of the Addendum, together with any annexes, exhibits, and schedules thereto and any related future agreements, amendments, and addenda, shall be deemed to constitute the "Integrated Stadium Agreement"; and

10. WHEREAS the Parties are currently involved in an ongoing competitive process among the other host cities, pursuant to which FIFA and FIFA US will determine which matches of the FIFA World Cup 2026™ and/or events related thereto each city will host; and

11. WHEREAS the Parties desire to establish a framework for the timely sharing of information relevant to the City hosting FIFA World Cup 2026™ matches at the Stadium, including but not limited to the Integrated Stadium Agreement, in order for the City and SCSA to understand their proposed roles, negotiate appropriate terms with other third parties (if and as applicable) for their participation in and support of FIFA

World Cup 2026™, and to collaborate with all stakeholders in order to plan and implement the event in consideration of, among other things, benefits to the City and SCSA and mitigation of economic and public health and safety risks to the City and SCSA while ensuring a successful event; and

12. WHEREAS the Parties acknowledge and support the California constitutional and statutory right under the California Public Records Act ("CPRA") for public access to government records in order to assure transparency by governmental entities in their conduct of the public's business, and recognize the need for the Parties to comply with any and all applicable legal and ethical obligations in connection with their business dealings with respect to FIFA World Cup 2026™ events in the City of Santa Clara; and

13. WHEREAS the Parties desire, consistent with the requirements of the California Public Records Act ("CPRA") and industry best practices, to assure that confidential information shared by ManCo, BAHG, the United States Soccer Federation ("USSF"), FIFA US, and/or FIFA, with the City or SCSA, including but not limited to the Integrated Stadium Agreement, is handled in such a way that it does not compromise the legitimate business and security interests of the Parties; and

14. WHEREAS the Parties desire to identify as "Confidential Information", that information which may include, without limitation: (i) the amounts and types of proposed fees or other compensation; (ii) event security plan requirements or details; (iii) other sensitive or proprietary information; or (iv) information otherwise deemed "Confidential Information" by the agreement of the Parties; and

15. WHEREAS the Parties desire to identify the City and SCSA's scope of internal distribution of Confidential Information to "Relevant Personnel" and to exempt Confidential Information from public disclosure to the extent such non-disclosure is permitted under the CPRA; and

16. WHEREAS to enhance information sharing in a manner that serves the common objectives and best interests of the Parties, and in the spirit of cooperation to create the most robust and successful event at the Stadium for SCSA and City, the Parties desire to formalize their intent to handle Confidential Information in the strictest confidence consistent with the CPRA and best practices.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants herein contained, the Parties hereto hereby agree as follows:

## **B. AGREEMENT**

1. **INCORPORATION OF RECITALS.** The foregoing recitals are restated and incorporated herein by reference and made a part this Agreement, as the Parties agree that they are material hereto.

### **2. DEFINITIONS.**

2.1. "Confidential Information" as used herein means information which is of a non-public, proprietary, or confidential nature belonging to the Disclosing Party, including without limitation all reports and analyses, including public safety sensitive analyses and related information, technical and economic data, studies, forecasts, trade secrets, research or business strategies, financial or contractual information, rates and pricing, certain sales market information, research, developmental, engineering, technical, marketing, sales, financial, operating, performance, cost, business and process information or data, know-how, computer programming, or other written or oral information. Confidential Information may be in any form whatsoever, including without limitation writings, recordings, electronic data, computer programs, logic diagrams, component specifications, drawings, or other media. Only that information disclosed by a Party and clearly designated or communicated as Confidential Information (or that the Party receiving such information should reasonably expect is confidential) shall be deemed to be Confidential Information; provided, however, if information is disclosed without a "Confidential" designation, but is subsequently designated or communicated as "Confidential", City/SCSA shall, nonetheless, treat such information as Confidential Information under the terms of this Agreement.



2.2. "Disclosing Party" as used herein shall mean the Party to which the Confidential Information originally belongs.

2.3. "Receiving Party" as used herein shall mean the Relevant Personnel of the Party to this Agreement who receive information designated as Confidential Information by the Disclosing Party.

3. **EXCEPTIONS TO CONFIDENTIAL INFORMATION.** The Parties to this Agreement agree to maintain as confidential, to the extent permitted by law, all Confidential Information. The term Confidential Information shall not include (and neither Party shall be under any obligation to maintain in confidence or not use) any information (or any portion thereof) disclosed to it by another Party to the extent that such information:

3.1. is in the public domain at the time of disclosure, provided that such information was not placed in the public domain in breach of a confidentiality or other agreement or without the prior knowledge and approval of the Disclosing Party; or

3.2. prior to, at the time of, or following, disclosure, was already or becomes generally known or available through no act or omission on the part of the Receiving Party, provided that such information was not generally known or available as a result of a breach of a confidentiality or other agreement or without the prior knowledge and approval of the Disclosing Party; or

3.3. is known, or becomes known, to the Receiving Party from a source other than the Disclosing Party or its Representatives (as defined herein), provided that disclosure by such source is not in breach of a confidentiality agreement with the Disclosing Party; or

3.4. is independently developed by the Receiving Party without violating any of its obligations under this Agreement; or

3.5. is legally required to be disclosed by judicial or other governmental action; provided, however, that prompt notice of such judicial or other governmental action shall have been given to the Disclosing Party and that the Disclosing Party shall be afforded the opportunity (consistent with the legal obligations of the Receiving Party) to exhaust all reasonable legal remedies to maintain the Confidential Information in confidence.

4. **SHARING OF RELEVANT INFORMATION AND COOPERATION WITH EVENT PLANNING.**

4.1. If and as required elsewhere in this Agreement, but subject to the specific requirements and limitations related thereto, ManCo, BAHC, and/or FIFA US (as applicable) commit to list and, depending on the type of information or document at issue provide timely access to documents and other information related to the FIFA World Cup 2026™ matches and other events to be held at the Stadium or other venues within the City of Santa Clara, all as more particularly set forth in Paragraph 6 below.

4.2. For purposes of this Paragraph, to "list and . . . provide timely access to documents and other information" shall mean that ManCo, BAHC, or FIFA US will provide to the City and SCSA lists of general categories of contracts or documents, along with a description of why each category of documents or contracts would or would not be relevant to the City and SCSA. To "list and . . . provide timely access to documents and other information" shall not require ManCo, BAHC, or FIFA US to provide a list of individual contracts or documents within each category or to provide the identities of the parties to each individual document or contract unless reasonably requested by City or SCSA and the Parties reach agreement on the provision of any such documents or information consistent with the terms of this Agreement.

4.3. The method, nature, and extent of the access to relevant documents and information to be given by ManCo, BAHC, and FIFA US to the City and SCSA is to be determined depending upon the categorization of documents and information described in Paragraph 6 of this Agreement.

5. **RELEVANT PERSONNEL.**

5.1. The Parties recognize that the City and SCSA have final authority, in their reasonable discretion to determine which of their public officials, employees and consultants are necessary to evaluate the documents and information contemplated by this Agreement, such that they fall within the meaning of "Relevant Personnel" as that term is used herein. The Parties expressly acknowledge that Relevant Personnel shall only include public officials, employees and consultants under contract with the City or SCSA, including the Mayor, all City Council members, the City Manager, the City Attorney, necessary public safety personnel, and designees of the City Manager or the City Attorney under their direct supervision, who are necessary to carry out the City and SCSA's analysis of event costs, revenues, or public health and safety support responsibilities, or to implement City/SCSA event support obligations. Names of all Relevant Personnel, including any City Manager/City Attorney designees or City/SCSA consultants to whom Confidential Information has been shared or provided, shall be promptly transmitted to ManCo, BAHC and FIFA US, and all consultant contracts will impose confidentiality requirements on consultant personnel consistent with the terms of this Agreement.

5.2. The City and SCSA shall have an ongoing pre-disclosure obligation to identify to ManCo, BAHC, and FIFA US any proposed Relevant Personnel beyond those identified in Paragraph 5.1 above. ManCo, BAHC, and FIFA US shall have five business days to review and approve or reasonably object to any additional person, beyond those identified in Paragraph 5.1 above, identified by the City and SCSA. The Parties agree to meet and confer regarding any objections.

6. **CATEGORIZATION OF DOCUMENTS AND INFORMATION.**

6.1. **Category One. To be provided to the City and SCSA with unredacted internal distribution to Relevant Personnel, and appropriate availability to the general public.**

6.1.1. Generally. "Category One" documents are any FIFA World Cup 2026™ event-related agreements to which the City or SCSA is a party, or that ManCo has executed or will execute on behalf of SCSA. Such documents shall be provided to City/SCSA without redactions. The Parties acknowledge and agree that redactions of proprietary, privileged, or other Confidential Information (e.g., certain financial information or venue security details) are allowed under the CPRA, and the Parties agree such Confidential Information will not be disclosed to the public except as required by law.

6.1.2. Included Documents and Information.

6.1.2.1. Category One documents include (a) the Stadium Agreement, a partially executed version of which the City and SCSA acknowledge is already in their possession; (b) the portions of the Addendum related to the Stadium Agreement, with any appropriate redactions (i.e., to all portions of the Addendum that are not related to the Stadium Agreement); and (c) any subsequent related agreements to which the City or SCSA is a party, or that ManCo executes on behalf of the SCSA, with any appropriate redactions of portions of such agreement generally consistent with subsection (b) of this Section 6.1.2.1.

6.1.2.2. The Parties recognize that, as has been the case with prior Non-NFL Events, disclosure of financial information contained in Category One documents to City and SCSA Relevant Personnel is necessary for the City and SCSA to prepare their internal analyses regarding potential assignment to the BAHC, or other parties, of some or all of its obligations or duties under existing or future agreements with respect to the FIFA World Cup 2026™ matches.

6.1.2.3. ManCo, BAHC, and FIFA US will provide an unredacted version of the portions of the Addendum related to the Stadium Agreement to the City and SCSA following execution of this Agreement (but will redact all portions of the Addendum not related to the Stadium Agreement). The Parties will meet and confer regarding proposed redactions to the stadium-specific portions of the Addendum to identify Confidential Information exempt from public disclosure, to the extent such non-



disclosure is permitted under the CPRA, the City/SCSA must consider all such proposed redactions in good faith, and the Parties agree to work in good faith to reach agreement regarding those proposed redactions. Ultimately, City/SCSA shall retain their discretion to disclose to the public all final versions of Category One documents that they determine require disclosure under the CPRA, subject to the terms of this Agreement.

6.1.2.4. Other documents or information falling within Category One, including future agreements, will be similarly treated.

**6.2. Category Two. To be available for review by the City and SCSA, without possession, and with limited distribution or access.**

6.2.1. Generally. "Category Two" documents are any FIFA World Cup 2026™ event-related agreements (a) reasonably expected to have direct impacts on the City's or SCSA's responsibilities (including, but not limited to, public safety, public facilities, infrastructure, or rights-of-way), revenues, or costs, or (b) from which the City and SCSA have demonstrated that there is an indirect material impact on the City's or SCSA's responsibilities, revenues, or costs that is necessary for the City and SCSA to consider in preparing their internal analyses regarding potential assignment of the FIFA World Cup 2026™ matches to BAHC, or (c) reasonably expected to have direct impacts (or from which the City or SCSA have demonstrated that there may reasonably be an indirect material impact) on the City/SCSA's other obligations with respect to FIFA World Cup 2026™ events at the Stadium, but in each case to which the City and SCSA or ManCo (on behalf of SCSA) are not parties. To the extent any such identified agreement contains information not relevant to City/SCSA obligations, such information need not be provided, or, in the alternative, a summary of key information implicating City/SCSA obligations could be provided.

6.2.2. Included Documents and Information. For clarity, Category Two documents include the Host City Agreement by and between BAHC and FIFA, the Addendum, and any subsequent agreements that satisfy the requirements for "Category Two" documents set forth in Paragraph 6.2.1 above, with appropriate redactions generally consistent with the last sentence of Paragraph 6.2.1. ManCo, BAHC, and FIFA US will make the final version of the unredacted Addendum and the Host City Agreement available for the City and SCSA's Relevant Personnel to review in accordance with this Agreement, following its execution. Other documents or information falling within Category Two, including future agreements, will be similarly treated.

**6.3. Category Three: Not available to the City or SCSA for review or distribution.**

6.3.1. Generally. "Category Three" documents are any FIFA World Cup 2026™ event-related agreements that does not fall under Category One or Category Two documents.

6.3.2. Included Documents and Information. Category Three includes, but is not limited to, Training Site Agreements, Airport Agreements, and Hotel Agreements. ManCo, BAHC, and FIFA US will provide City/SCSA a list of any Category Three documents relating to significant activities proposed to occur, all or in part, within the City of Santa Clara. The Parties will meet and confer to determine whether access to one or more of the Category Three documents is necessary for the City and SCSA to determine if there are direct or otherwise relevant indirect material impacts to the City or SCSA arising therefrom and, accordingly, whether or what level of ongoing access City/SCSA should obtain with respect thereto.

6.4. **Document Summaries.** City/SCSA reserves the right to create summaries of documents, or other information, provided them under the terms of this Agreement, that contain Confidential Information ("Confidential Summaries"). City/SCSA agrees that any and all such Confidential Summaries shall themselves be treated as "Confidential Information" under the terms of this Agreement and shall only be distributed among Relevant Personal. To the extent that City/SCSA desires to utilize a Confidential Summary as part of a public presentation, City/SCSA shall first meet and confer with the relevant Disclosing Party or Parties to agree upon the form of such summary in order to assure that no Confidential Information that may be contained therein is improperly disclosed. To the extent that any Confidential Summaries are

the subject of or fall within the scope of a Legal Action (as defined in Paragraph 8.5.1 below), the Parties shall meet and confer regarding defense and costs therefor in accordance with Paragraph 8.5.

**7. MARKING AND SHARING CONFIDENTIAL INFORMATION.**

7.1. Confidential Information may be marked "CONFIDENTIAL INFORMATION" or with other similar designation by a Party that desires information to be non-disclosable under this Agreement and a Party may indicate in any cover transmittal that the document being shared is Confidential Information. Such a "CONFIDENTIAL INFORMATION" or other similar designation or designation in a cover transmittal shall be deemed to provide all recipients thereof of actual knowledge that the Party deems such information Confidential Information as defined in Paragraph 2.1 above. A failure to mark material in such a way shall not diminish the protections afforded to such material by this Agreement nor constitute a waiver of any right or privilege under this Agreement. The Parties reserve their confidentiality rights over any Confidential Information shared under this Agreement.

7.2. Past communications or disclosure of material which would have fallen under the definition of Confidential Information as set forth in this Agreement are also subject to this Agreement and the protections described in Paragraph 7.1 above.

7.3. In the event the Parties disagree as to access or provision of documents, and a Request is pending, the Parties shall proceed as under Paragraph 8 below.

**8. CONFIDENTIALITY AND PUBLIC RECORDS ACT REQUESTS.**

8.1. **Duties of Relevant Personnel.** All Relevant Personnel identified in Paragraph 5.1 above shall have a continuing duty to maintain all documents or information received from ManCo, BAHC, or FIFA US (including in all instances, for clarity, all Confidential Summaries thereof) pursuant to this Agreement in the strictest confidence, and to protect all such documents or information from disclosure to the general public or any City or SCSA employee who has not been designated as Relevant Personnel pursuant to Paragraph 5.1 above. This includes, but is not limited to, refraining from sharing the contents or existence of any documents or information received from ManCo, BAHC, or FIFA US pursuant to this Agreement with anyone who has not been designated as Relevant Personnel pursuant to Paragraph 5.1 above.

8.2. **Duties of the City and SCSA.** The City and SCSA shall have a continuing duty to implement and enforce internal protocols to ensure that documents or information shared by ManCo, BAHC, or FIFA US with the City or SCSA pursuant to this Agreement is not distributed beyond those who have been designated as Relevant Personnel. Such measures will include, but shall not be limited to, tracking distribution of and watermarking materials shared with the City or SCSA pursuant to this Agreement, and requiring all Relevant Personnel to whom Confidential Information will be shared or provided by the City or SCSA (pursuant to Paragraph 5.1 above) to first sign, before receiving any Confidential Information, a form of certification to be agreed upon by the Parties acknowledging and agreeing to fully comply with their duties and obligations as described above in Paragraph 8.1, except that the consultant contracts referred to in Paragraph 5.1 above shall serve as this form of certification for the consultants subject to these contracts.

8.3. **Continuing Meet and Confer Efforts.** The Parties agree to continue to meet and confer regarding the categorization of documents and information into the Categories described in Paragraph 6 of this Agreement, and to meet and confer regarding the assertion of protections for Confidential Information in response to CPRA requests.

8.4. **CPRA Requests.** The Parties agree to coordinate when the City or SCSA receives a CPRA request pertaining to or calling for any of the documents and/or information described in Paragraph 6 of this Agreement, in order to give the Party asserting confidentiality the opportunity to challenge or defend against a proposed or demanded disclosure under the CPRA.



8.4.1. The Parties acknowledge and understand that the City and SCSA are public agencies subject to the requirements of the CPRA (Cal. Gov. Code Section 7920, et seq.). A Disclosing Party may share Confidential Information with the City or SCSA that the Disclosing Party considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code Section 3426, et seq.), or otherwise protected from disclosure pursuant to an exemption to the CPRA (Cal. Gov. Code Sections 7921, et seq.), and vice versa.

8.4.2. Upon request or demand ("Request") of any third person or entity not a party to this Agreement ("Requestor") for production, inspection, and/or copying of information designated by a Disclosing Party as Confidential Information, the recipient of the Request as soon practical but no later than three (3) days of receipt of the Request, shall notify the Disclosing Party that such Request has been made, via email to the addresses listed below. The Disclosing Party shall have five (5) business days from the receipt of such notice to notify the City or SCSA via email whether it believes the information in the Request is covered by this Agreement. If the Disclosing Party timely communicates that the information is not subject to this Agreement, or fails to timely respond, then the Disclosing Party shall be deemed to consent to the City or SCSA's determination regarding whether or not the documents are subject to public disclosure. If the Disclosing Party determines that the requested materials are subject to this Agreement and protected from disclosure pursuant to a statutory exemption, the Disclosing Party shall timely communicate the same to the City or SCSA via email within the five business-day response period identified herein. If the City or SCSA concurs with the Disclosing Party's analysis, the Request shall be denied. If the City or SCSA does not concur with Disclosing Party's analysis, the Disclosing Party and City or SCSA shall promptly meet and confer in an attempt to resolve the dispute. Thereafter if the City or SCSA determine that it intends to disclose the information, it will promptly advise the Disclosing Party of its determination and Disclosing Party shall have thirty (30) days thereafter to prosecute a legal action to enjoin disclosure of the subject records and shall promptly notify the City or SCSA of its intent to take such action. SCSA/City will not disclose the requested information during the pendency of such five business-day period, nor during the ensuing thirty-day period and the pendency of any legal action filed pursuant to this Paragraph, unless ordered by a court of competent jurisdiction to do so. Notwithstanding the prescribed time periods for response provided in this Section, any Disclosing Party may request, subject to City or SCSA's reasonable approval, an extension of the applicable time-frame if such extension is reasonably necessary for the Disclosing Party to evaluate or coordinate an appropriate response, and the requested extension would not result in the City or SCSA being in default of its obligations under the CPRA, or any other pending legal obligation.

8.4.3. The Disclosing Party shall be solely responsible to take whatever legal steps it deems necessary to protect information deemed by it to be Confidential Information and to enjoin release of information to the Requestor by the City or SCSA. If the Disclosing Party takes no such legal action within thirty (30) days after receiving notice from the City or SCSA that the City or SCSA does not agree with the Disclosing Party's CPRA exemption analysis, then the City or SCSA shall be permitted to comply with the Requestor's demand.

8.4.4. So long as the City or SCSA (a) has not otherwise improperly shared Confidential Information with anyone other than their Relevant Personnel, (b) complies with the provisions of notification set forth in this Agreement, and (c) cooperates with the Disclosing Party as required under this Agreement, then the City or SCSA shall not be considered to be in breach of their obligations under this Agreement, and the Disclosing Parties hereby waive any remedies available under the terms of this Agreement, arising from any disclosure made by the City or SCSA of Confidential Information to a Requestor based on a good faith interpretation of CPRA disclosure requirements or mere inadvertence. Nothing in this Paragraph is intended to limit any ManCo, BAHC or FIFA US right to file for declaratory relief or injunction against the City, SCSA or any third party seeking the disclosure of Confidential Information in order to prevent the public disclosure of such Confidential Information.

## **8.5. Costs of CPRA Proceedings.**

8.5.1. If legal action is brought under the CPRA or other legal authority ("Legal Action") against the City or SCSA challenging the withholding of any documents or information deemed by

ManCo, BAHCo, or FIFA US to constitute Confidential Information and asserted as such by the City or SCSA in response to a CPRA request, the Party or Parties seeking to protect such Confidential Information from disclosure shall, in their reasonable discretion, either: (1) cooperate with the City and or SCSA in their defense against such Legal Action, or (2) assume the defense of the CPRA action, with legal counsel reasonably approved by City/SCSA. In the event that the determination is made that City and/or SCSA will defend the Legal Action (e.g., the Party seeking protection elects to not assume the defense and to instead cooperate with the City and/or SCSA), the Parties agree to meet and confer regarding the nature and extent of their cooperation with such defense, including, with no presumed obligation set forth in this Agreement, possible terms for sharing in defense costs. The factors that shall be considered during the meet and confer process include, among other factors, which Party(ies) created the document(s) that are the subject of the Legal Action (it being acknowledged and agreed that no Party(ies) shall be deemed to have "created" any agreements) and which Party(ies) designated the information contained therein as Confidential Information.

8.5.2. Under all circumstances, the City or SCSA shall agree to cooperate fully in the defense of any CPRA action.

9. **NOTICES.** Notice may be given under this Agreement via email to each of the Parties as follows:

9.1. To the City:

Jōvan D. Grogan  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
[JGrogan@santaclaraca.gov](mailto:JGrogan@santaclaraca.gov)

With copy to:

Glen R. Googins  
City Attorney  
1500 Warburton Avenue  
Santa Clara, CA 95050  
[GGoogins@santaclaraca.gov](mailto:GGoogins@santaclaraca.gov)

9.2. To SCSA:

Jōvan D. Grogan  
Executive Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
[JGrogan@santaclaraca.gov](mailto:JGrogan@santaclaraca.gov)

With copy to:

Glen R. Googins  
Stadium Authority Counsel  
1500 Warburton Avenue  
Santa Clara, CA 95050  
[GGoogins@santaclaraca.gov](mailto:GGoogins@santaclaraca.gov)

9.3. To ManCo:

Jihad Beauchman  
EVP, General Counsel



4949 Marie P DeBartolo Way  
Santa Clara, CA 95054  
[Jihad@49ers.com](mailto:Jihad@49ers.com)

9.4. To BAHC:

Zaileen Janmohamed, President & CEO  
c/o Nixon Peabody LLP  
One Embarcadero Center, 32nd Floor  
San Francisco, CA 94111  
[Zaileen@bayareahostcommittee.com](mailto:Zaileen@bayareahostcommittee.com)

With copy to:

Robert A. Weikert  
Matthew A. Richards  
Nixon Peabody LLP  
One Embarcadero Center, 32nd Floor  
San Francisco, CA 94111  
[rweikert@nixonpeabody.com](mailto:rweikert@nixonpeabody.com)  
[mrichards@nixonpeabody.com](mailto:mrichards@nixonpeabody.com)

9.5. To FIFA US:

FWC2026 US, Inc.  
396 Alhambra Circle, Suite 401  
Coral Gables, FL 33134  
Attn: Curtis Franks, General Counsel  
[curtis.franks@fwc2026.org](mailto:curtis.franks@fwc2026.org)

With copy to:

Latham & Watkins LLP  
10250 Constellation Blvd., Suite 1100  
Los Angeles, CA 90067  
Attn: Adam Sullins and Kendall Johnson  
[adam.sullins@lw.com](mailto:adam.sullins@lw.com); [kendall.johnson@lw.com](mailto:kendall.johnson@lw.com)

10. **ENFORCEMENT AND REMEDIES.** Each Party to this Agreement expressly acknowledges and agrees that breach of this Agreement would constitute or cause irreparable harm such that performance of this Agreement may be specifically ordered, and each Party to this Agreement has the right to enjoin any of the others to obtain specific performance of the rights, duties, and responsibilities contained herein. The Parties shall not be entitled to, and hereby waive, any monetary claims (including attorneys' fees) for, or damages arising from or related to, a breach of this Agreement. However, in the event that Confidential Information is disclosed in violation of this Agreement, the Parties agree that ManCo, BAHC, and FIFA US may elect to immediately cease providing documents and information in accordance with Paragraph 6 above until such time as the City/SCSA has taken all reasonable and appropriate steps to (a) determine the cause of the violation, (b) cure the cause of the violation (if curable), and (c) mitigate any adverse impacts that may have been caused by the violation and prevent any further dissemination of the Confidential Information at issue and any other Confidential Information received by the City/SCSA, all to the reasonable satisfaction of ManCo, BAHC, and FIFA US.

11. **TERM.** This Agreement shall commence as of its Effective Date and shall continue until four (4) years after the close of the FIFA World Cup 2026™ matches. The confidentiality obligations set

forth in this Agreement shall not be extinguished prior to completion of said four-year period, whether or not adversity should subsequently arise among or between the Parties.

12. **GOVERNING LAW.** This Agreement and the application and interpretation thereof shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed in and to be performed in California, without reference to conflict of law or choice of law principles or provisions.

13. **JURISDICTION AND VENUE.** Each of the Parties hereto irrevocably and unconditionally submits, for itself, to the nonexclusive jurisdiction of any California State court or federal court of the United States of America sitting in Santa Clara County, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the Parties hereto, for itself and for its property, hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such California State court or, to the extent permitted by law, in such federal court. Each of the Parties hereto agrees that it may be served with legal process by mail in addition to any other means permitted by applicable law and that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Nothing in this Agreement shall affect any right that any Party may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction.

14. **WAIVER OF *FORUM NON CONVENIENS*.** Each of the Parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any California State court or federal court of the United States of America sitting in Santa Clara County. Each of the Parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of *forum non conveniens* to the maintenance of any such action or proceeding in any such court.

15. **CONSTRUCTION.** When the singular is used in this Agreement and when required by the context, the same shall include the plural and vice versa. The masculine gender shall include the feminine and neutral genders and vice versa.

16. **HEADINGS.** The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision thereof.

17. **WAIVER OF *CONTRA PROFERENTEM*.** This Agreement shall be deemed to have been drafted by all Parties hereto, and any ambiguity found to exist herein shall not be construed against any Party.

18. **NO WAIVER OF VIOLATIONS OR BREACHES OF AGREEMENT.** The failure of any Party to seek redress for violation or breach, or to insist upon the strict performance, of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation or breach, from having the effect of an original violation or breach.

19. **HEIRS, SUCCESSORS, AND ASSIGNS.** This Agreement may be transferred or assigned only with the written consent of all Parties hereto. However, FIFA US may transfer and/or assign any of its rights or obligations under this Agreement, and delegate the performance of its obligations hereunder, to any third party. Each covenant, term, provision, and agreement contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.



20. **THIRD PARTIES.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any third parties, including any creditor, except as required by the law or specified in this Agreement.

21. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire agreement by and among the Parties with respect to the subject matter hereof. No other agreements, understandings, or undertakings modify or supplement this Agreement. This Agreement is entered into without reliance on any promises or representations, written or oral, apart from those expressly contained herein.

22. **AMENDMENT.** This Agreement may be amended or modified exclusively by a written instrument executed by all Parties hereto.

23. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any person or circumstance shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

24. **COUNTERPARTS.** For the purpose for facilitating the execution of this Agreement, it may be executed simultaneously in any number of counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute and be one and the same instrument. Delivery of executed signature pages by facsimile transmission or by scanned pages sent by electronic mail shall constitute effective and binding execution and delivery thereof.

25. **COOPERATION.** The Parties agree to execute, acknowledge, and deliver such further instruments and documents as may be reasonably requested by any Party to carry out the intent of this Agreement.

*[Remainder of page intentionally left blank. Signatures continue on following page.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

CITY OF SANTA CLARA,  
a California municipality

DocuSigned by:  
By: Jovan D. Grogan  
5EAD88DED5C343A...  
Name: JOVAN D. GROGAN

Title: City Manager

SANTA CLARA STADIUM AUTHORITY,  
a California Joint Powers Authority

DocuSigned by:  
By: Jovan D. Grogan  
5EAD88DED5C343A...  
Name: JOVAN D. GROGAN

Title: Executive Director

FORTY NINERS STADIUM MANAGEMENT  
COMPANY LLC, a Delaware limited liability company

DocuSigned by:  
By: Francine Hughes  
D00025FBC0A74A3...  
Name: FRANCINE HUGHES  
Title: General Manager & EVP, Stadium Operations

BAY AREA HOST COMMITTEE, a California  
nonprofit mutual benefit corporation

DocuSigned by:  
By: Zaileen Janmohamed  
DFCA091C5BB448C...  
Name: ZAILEEN JANMOHAMED  
Title: CEO

FWC2026 US, INC., a Delaware non-stock corporation

DocuSigned by:  
By: Amy Hopfinger  
B173061B8342447...  
Name: AMY HOPFINGER  
Title: Chief Strategy & Planning Officer

Signing Authorization: <sup>DS</sup>BWS

DocuSigned by:  
By: Heimo Schirgi  
371B76D63F2D4A8...  
Name: HEIMO SCHIRGI  
Title: Deputy Chief Operating Officer

Signing Authorization: <sup>DS</sup>BWS

DocuSigned by:  
By: Glen Googins  
D59467991D5F421...  
GLEN R. GOUGINS  
Stadium Authority Counsel

DocuSigned by:  
By: Glen Googins  
D59467991D5F421...  
GLEN R. GOUGINS  
City Attorney