

MEMORANDUM OF UNDERSTANDING
Between
NASA AMES RESEARCH CENTER
And
GOOGLE INC. DBA DELAWARE GOOGLE INC.
As To
FACILITIES FOR RESEARCH AND DEVELOPMENT PURPOSES

I. AUTHORITIES

This Memorandum of Understanding (the "MOU") is entered into as of September 28, 2005 (the "Effective Date") by and between the National Aeronautics and Space Administration, Ames Research Center ("NASA"), and Google Inc., a Delaware corporation, dba Delaware Google Inc. ("Google"). Collectively, NASA and Google are referred to as the "Parties." The legal authority for NASA to enter into this MOU is found in Sections 203(c)(5) and (6) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. §2473(c)(5) and (6).

II. PURPOSE

NASA has created the NASA Research Park ("NRP") for research, development and educational purposes at the NASA Ames Research Center, Moffett Field, California ("NASA ARC"). NASA prepared an Environmental Impact Statement regarding the NRP (the "EIS") under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) ("NEPA") and various regulations implementing NEPA. The Record of Decision approving the EIS was executed in November, 2002.

NRP shall consist of approximately four million two hundred thousand (4,200,000) square feet of improvements. Although the range and location of exact building areas remain under study, it is presently contemplated that the site within the NASA ARC that Google may lease from NASA (the "Google Site") pursuant to the Lease (as defined below) would have sufficient land area to construct approximately one million (1,000,000) gross square feet of improvements. The approximate location of the proposed Google Site is depicted on Attachment 1 attached hereto.

Google plans to pursue research and development collaborations with NASA ARC in numerous areas including the following:

- Large-scale data management
- Massively distributed computing
- Bio-Info-Nano Convergence
- R&D activities to encourage the entrepreneurial space industry

More detailed information regarding each of these potential collaborations will be set forth in the Plan (as defined below).

III. DEVELOPMENT TERMS

A. Project Plan

In order to give NASA an opportunity to fully consider Google's location at NASA ARC and potential collaborations with NASA ARC, Google will submit a project plan to NASA ARC as early as December 1, 2005 but no later than February 1, 2006 (the "Plan"). The Plan will: (a) describe Google's potential collaborations with NASA ARC; (b) identify the proposed development concept and programming of proposed facilities (as more particularly described below); (c) include a schedule setting forth the overall project phasing and timing of occupancy, including expected project completion; and (d) include a roster identifying each development team member and their qualifications and prior relevant experience with similar projects. The Plan's description of the proposed development concept and programming of proposed facilities shall include the following:

- Expected population, density and timing of the population growth
- Planning concepts (thematic design) and overall Floor Area Ratio (FAR) goals
- Usage type for facilities and expected square footage for each:
 - e.g.: hazardous material storage, child care facilities, warehousing, recreational, commercial, structured parking
 - Desired retail support services
 - User-specific infrastructure requirements
 - Security needs

Description of how the project will be compatible with and advance NASA's design goals (e.g: pedestrian-oriented facility and LEEDs Silver Certification).

B. NASA Project Planning Responsibilities

Based upon the user-specific infrastructure requirements provided by Google, NASA will identify overall infrastructure requirements for the development area which includes that portion of the planning area that is designated for residential use. NASA will work with Google to determine Google's fair share of the development area's infrastructure costs and prepare a mutually agreeable financing plan for the development area's infrastructure.

In response to Google's request for housing, NASA will investigate the feasibility of NASA proceeding with the housing component shown in Bay View and work with Google to ensure that both projects move ahead in a mutually agreeable timetable. Housing at the Bay View site will also be expected to assume its fair share of the development area's infrastructure costs.

C. Collaborative Planning Process

The Parties are proceeding with their respective planning and review processes based on the following understandings:

Upon the request of Google, NASA will share with Google all relevant documents, plans and drawings in its possession relating to the development of the Google Site. Upon the request of Google, NASA will also share the results and relevant documentation of the studies done in association with NASA's due diligence program for the NRP. Any distribution of

the above documents by NASA must be consistent with federal law and NASA policies and guidance. NASA will certify that such documents are all of the documents in its possession and are complete copies, but NASA cannot make any representations or warranties, express or implied, written or verbal, with respect to the information provided relating to the Google Site, NRP or any other property owned or leased by NASA. Google shall rely completely on the results of its own due diligence investigations of the same. Upon the request of NASA, Google will share with NASA all relevant plans and studies it prepares related to the NRP. Google's development of the Google Site shall comply with all applicable NASA policies and guidelines.

D. Lease

As noted above, this MOU contemplates potential research and development collaborations between NASA ARC and Google. In furtherance of these general intentions and purposes:

1. Promptly after submittal and approval of the Plan, the Parties will enter into good faith negotiations for NASA to provide to Google use of sufficient land within NASA ARC to permit Google to construct, in phases, improvements containing up to one million (1,000,000) gross square feet of space. Once those negotiations commence, NASA agrees that it will not negotiate any lease of any portion of the Google Site with any other party for a period of one hundred eighty (180) days. Neither Party shall have any liability to the other as a consequence of the Parties' failure to agree upon and/or execute a Lease for any or all of the Google Site.
2. The lease(s) to be negotiated on terms and conditions mutually acceptable to the Parties (collectively, "Lease") shall be consistent with federal law, regulations and policy.

IV. KEY PERSONNEL

The following personnel will be designated as the key officials for their respective Parties. These key officials are the principal points of contact between the Parties in the performance of this MOU.

For NASA: Trish Morrissey
Deputy Director, External Relations and Development
M.S. 204 – 2
NASA Ames Research Center
Moffett Field, CA 94035

For Google: George Salah
Director of Facilities
Google Inc.
1600 Amphitheatre Parkway
Mt View, CA 94043

V. ANTI-DEFICIENCY

- A. There will be no transfer of funds or other financial obligation from NASA to Google or from Google to NASA in connection with this MOU. The Lease will provide for appropriate consideration to NASA for the use of its lands, including but not limited to reimbursement for the use of Government property and services.

B. NASA's ability to perform its obligations under this MOU is subject to the availability of appropriated funds. Nothing in this MOU commits the United States Congress to appropriate funds for the purposes stated herein (pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341).

VI. LIABILITY AND RISK OF LOSS

- A. With regard to activities undertaken pursuant to this MOU, neither Party shall make any claim against the other Party or its employees, agents or contractors for any injury to or death of its own employees or contractor's employees, or for damage to or loss of its own property or that of its contractors, except in the case such injury, death, damage or loss arises through the willful misconduct of the other Party or its employees.
- B. The foregoing notwithstanding, neither Party will be liable for failure to agree upon and/or execute any lease. Upon execution of a Lease between the Parties, the Parties recognize and agree that the liability and risk of loss provisions in connection with the Lease will require them to provide such liability and risk of loss insurance and other protections as shall be set forth in such Lease.

VII. GOVERNING LAW

NASA will perform this MOU consistent with obligations, laws, published policy and regulations of the United States. This MOU shall be governed by the federal laws of the United States.

VIII. NO PARTNERSHIP/NONEXCLUSIVITY

This MOU is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. This MOU is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities. Scheduling of NASA controlled equipment, property or services are at NASA's sole discretion.

IX. AMENDMENT/ASSIGNMENT

- A. This MOU may be modified at any time by a written document signed by officials authorized to bind the Parties.
- B. Neither Party shall in any way assign, sublease or transfer (or delegate any duty under) this MOU or any interest arising under it, in whole or in part, without the prior written consent of the official authorized to bind the other Party, which consent may be given or withheld in such other Party's sole discretion.

X. TERM OF THE AGREEMENT

The term of this MOU will be two (2) years from the Effective Date, subject to the termination rights set forth below. This MOU shall expire with no additional notices or actions required of either Party, on close of business on September 28, 2007 ("Expiration Date").

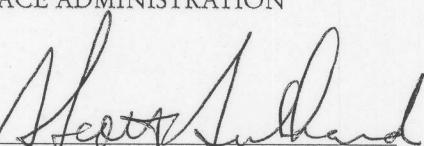
XI. RIGHT TO TERMINATE

- A. Either party ("Terminating Party") may terminate this MOU at any time with thirty (30) days written notice to the other Party. The Terminating Party will not incur any liability for termination under this provision.
- B. Upon execution of the Lease, this MOU shall automatically terminate.
- C. The obligations of Article VI of this MOU (Liability and Risk of Loss) shall continue to apply after the expiration or earlier termination of this MOU with respect to matters occurring or arising prior to such expiration or earlier termination; provided, however, if the Parties enter into the Lease, then the provisions of the Lease regarding Liability and Risk of Loss shall supersede the provisions of Article VI of this MOU.

IN WITNESS WHEREOF, each Party has caused this MOU to be executed by its duly authorized representative on the date indicated below.

NASA:

NATIONAL AERONAUTICS
AND SPACE ADMINISTRATION

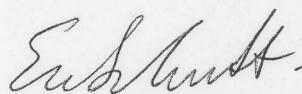
By: 

G. Scott Hubbard
Director, NASA Ames Research Center

Date: September 28, 2005

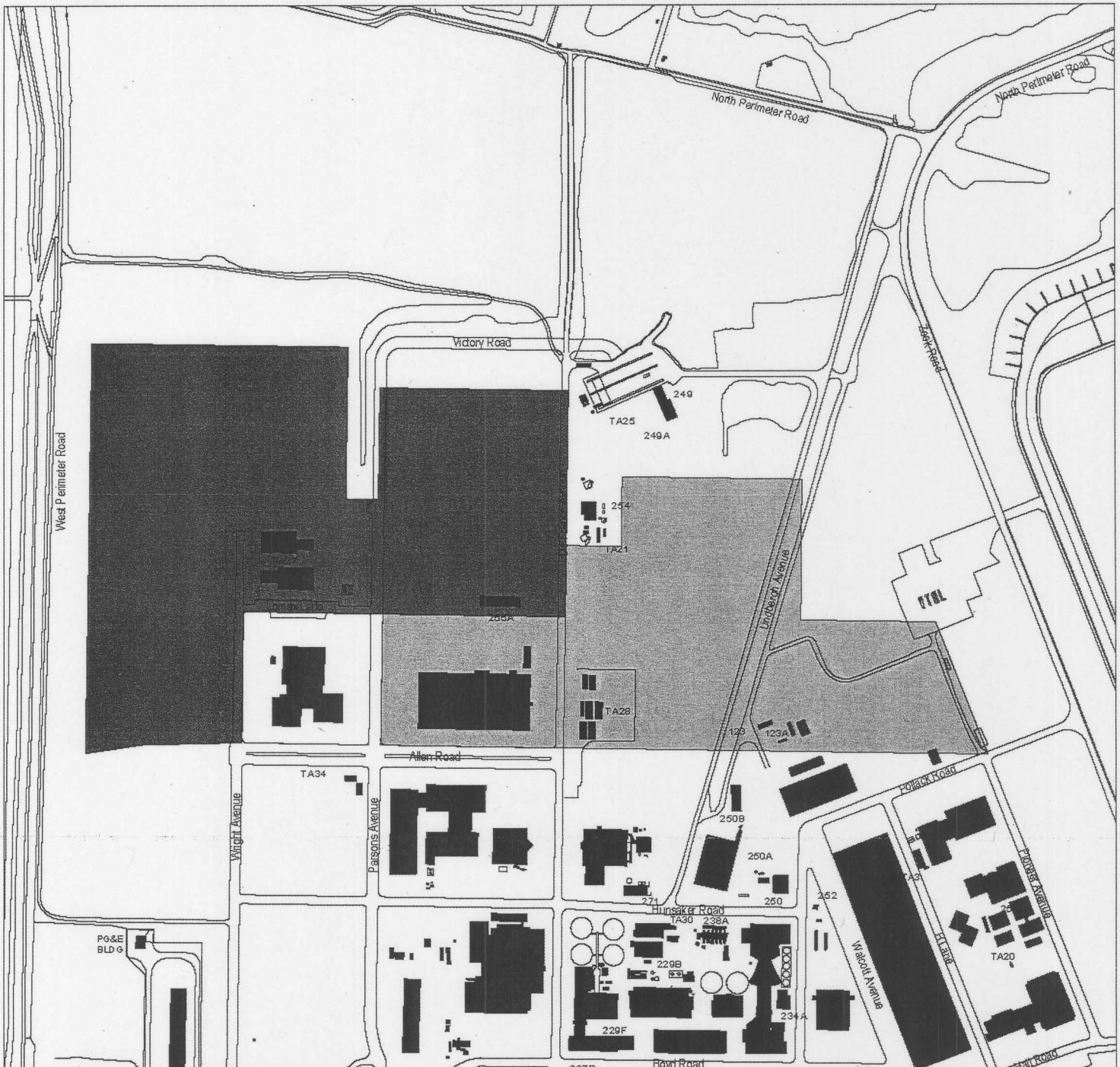
Google:

GOOGLE INC., a Delaware corporation,
dba DELAWARE GOOGLE INC.

By: 

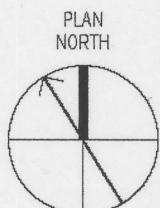
Eric Schmidt
Chairman and CEO, Google Inc.

Date: September 28, 2005



■ Proposed Google Site

■ Proposed Housing Site



25 ACRES

1 ACRE

Attachment 1
Proposed Land Development Areas