



Electric Sample Form No. 79-1040
Non-Disclosure and Use of Information Agreement

Sheet 1

**Please Refer to Attached
Sample Form**



NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT (CONCERNING WORK ADJACENT TO PG&E FACILITIES)

THIS AGREEMENT is by _____, _____,
("Company") ("Undersigned")
an authorized employee of Company, (together, Company and Undersigned are sometimes referred to as the "Receiving Party"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E").

Undersigned and Company agree as follows:

1. The Receiving Party acknowledges that in connection with construction work to be performed adjacent to, in the vicinity of, or that will be connected to PG&E's natural gas or electric facilities, or performing design or construction services on behalf of a new business applicant, the Receiving Party will be given access or provided with PG&E-technical information and materials, including but not limited to generated maps, job-specific construction drawings and specifications, Gas Applicant Design Manual, Electric Design Manual, Electric Underground Construction Manual, Electric Overhead Construction Manual, and other data which are owned by PG&E, its parent company, subsidiaries or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable confidential or proprietary information, know-how and trade secrets belonging to PG&E, its parent company, subsidiaries, affiliates and/or third parties (hereinafter referred to as "Proprietary Information").
2. In consideration of being made privy to the Proprietary Information, the Receiving Party hereby agrees to hold all such Proprietary Information in strict confidence and not to disclose it, or otherwise make it available, to any person or third party, including any affiliate of PG&E that produces energy or energy-related products or services, without the prior written consent of PG&E. The Receiving Party agrees that all Proprietary Information:
 - (a) Shall be used only for the purpose of performing the design and/or construction of PG&E electric service and distribution facilities; and
 - (b) Shall not be reproduced, copied, in whole or in part, except as specifically authorized by PG&E and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
 - (c) Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by the Receiving Party therefrom, be returned to PG&E upon request when no longer needed for the performance of Receiving Party's work described in paragraph 1 above.
3. The Receiving Party hereby agrees that any third parties owning any confidential or proprietary information included in the Proprietary Information are express third party beneficiaries of this Agreement.
4. Receiving Party acknowledges that PG&E's construction and design manuals are updated periodically. Before proceeding with any final design or beginning construction, Receiving

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.



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Party must confirm with a PG&E representative that it is using the most current version of the manuals.

5. The Receiving Party hereby agrees that, in addition to any other remedy PG&E may have at law or in equity, PG&E will have the right to obtain immediate temporary or preliminary injunctive relief, without posting of bond or other security and without proof of damages, enjoining any breach or threatened breach of this Agreement.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that direct the application of the laws of another jurisdiction.
7. This Agreement is effective on the last signature date below.

UNDERSIGNED:

COMPANY:

Company Name

Signature of Authorized User

Name of Authorized (Print)

Title

Date of Signature

Company Name

Signature of Authorized Agent of Company

Name of Authorized Agent of Company (Print)

Title

Date of Signature