**NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT**

THIS NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT, by and between Pacific Gas and Electric Company, a California corporation (“**PG&E**”), and [\_\_\_\_\_\_\_\_\_\_\_], a [add corporate type and state] (“**Receiving Party**”) (the “**Agreement**”), is effective as of the latest signature date below (the “**Effective Date**”). PG&E and Receiving Party are collectively referred to as the “**Parties**,” or individually as a “**Party**.” This Agreement shall govern the use of confidential Grid Needs Data (“Confidential Information”), provided by, or on behalf of, PG&E to the Receiving Party as part of the Distribution Investment Deferral Framework Partnership Pilot (“DIDF Partnership Pilot”).

**RECITALS**

WHEREAS, the purpose of this Agreement is to permit the Receiving Party to receive Grid Needs Data for purposes of participating into the DIDF Partnership Pilot; and

WHEREAS, the Grid Needs Data must be kept confidential to ensure customer privacy pursuant to Public Utilities Code § 8360 and rules established by the California Public Utilities Commission (Decision 97-10-031); and

WHEREAS, PG&E is providing the Grid Needs Data to the Receiving Party pursuant to this Agreement so as to ensure customer privacy and non-disclosure of personally identifiable information.

**AGREEMENT**

The Parties hereby agree and stipulate, by and through their counsel, as follows:

1. The Receiving Party acknowledges that it will be given access to Grid Needs Data by PG&E. All Grid Needs Data are owned by, and in the possession of, PG&E, and constitute confidential and sensitive information (“Confidential Information”). Grid Needs Data means the grayshaded or redacted information in the Solicitation Protocol for the DIDF Partnership Pilot, or as otherwise identified as Confidential Grid Needs Data in DIDF Partnership Pilot solicitation materials and communications by PG&E.

2. In consideration of receiving Confidential Information, the Receiving Party hereby agrees to hold the Confidential Information in strict confidence and not to disclose it or otherwise make it available to any person or third party, other than Receiving Party’s employees, agents, consultants, or subcontractors who have a need to use the Confidential Information. Receiving Party must have a prior written agreement with its consultants and contractors requiring the same level of confidentiality protection required by this Agreement prior to the consultants and contractors receiving any Confidential Information. The Receiving Party agrees that all such Confidential Information:

(a) shall be used only for the purpose of participating in the DIDF Partnership Pilot consistent with the requirements of this Agreement and no other purpose;

(b) except as provided in this Agreement, shall not be disclosed to any person or third party;

(c) shall not be reproduced, copied, in whole or in part, except as specifically authorized by and in conformance with PG&E’s instructions when necessary for the purposes set forth in Subsection 2(a) above; and

(d) 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, or destroyed upon written request by PG&E, upon the termination of this Agreement. Within fifteen (15) days of such date, the Receiving Party shall submit to PG&E an affidavit that all Confidential Information has been returned to PG&E, or has been destroyed if requested by PG&E.

3. Confidential Information shall be protected by the Receiving Party using reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure, including without limitation, encryption at rest of the Confidential Information, password-protected workstations, and documented training of all persons with access to the Confidential Information. Under no circumstances shall the Receiving Party sell or obtain any consideration for transfer of the Confidential Information to any third party.

4. If any Confidential Information is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, then to the extent permitted by applicable law, the Receiving Party shall advise PG&E in writing of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford PG&E (at PG&E’s sole cost and expense) a reasonable opportunity to contest, limit or assist the Receiving Party in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements.

5. The Receiving Party acknowledges and agrees that, in the event of any breach of this Confidentiality Agreement, PG&E may be irreparably and immediately harmed and monetary damages may not be adequate to make Provider whole. Accordingly, 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 and/or to compel specific performance of this Agreement, and that neither Receiving Party nor any of its representatives will oppose the granting of such equitable relief if a court finds a breach or threatened breach. Each Party expressly agrees that it shall bear its own costs and expenses, including attorneys’ fees and costs, that it may incur in enforcing the provisions of this Agreement.

5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to provisions which may direct the application of laws of another jurisdiction. The Receiving Party agrees to comply with all federal, state and local laws governing the protection of the Confidential Information, including, without limitation, the California Consumer Privacy Act and all applicable laws, rules and regulations protecting consumer privacy.

6. The term of this Agreement shall be two (2) years from the Effective Date or two (2) years from the date of the last set of Confidential Information received by the Receiving Party, whichever is later

7. Receiving Party shall not assign this Agreement, nor any Confidential Information received from PG&E pursuant to this Agreement, without PG&E’s prior written consent. This Agreement shall be binding upon Receiving Party, their successors, and assigns.

8. All Confidential Information is provided “as is” without any warranties, express, implied, or otherwise, regarding the accuracy or completeness of any Confidential Information disclosed by PG&E to the Receiving Party.

9. The covenants and agreements set forth in this Agreement are each deemed separate and independent, and if any such covenant or agreement is determined by any court of competent jurisdiction or arbitrator/mediator to be invalid or unenforceable for any reason, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effectuating the purpose of this Agreement. The invalidity or unenforceability of any of the provisions, or application of any of the provisions, of this Agreement will not affect the validity or enforceability of any of the remaining provisions of this Agreement.

10. This Agreement contains the entire understanding between the Parties with respect to Confidential Information received hereunder. This Agreement has been negotiated by both Parties and shall not be strictly construed against either Party. No change, modification, extension, termination, or waiver of this Agreement shall be made effective unless in writing and signed by an authorized representative of each Party.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument. The Parties agree that electronic signatures may be used for execution of the Agreement. The email, PDF or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and electronic copies of the executed Agreement shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the dates set forth below.

|  |  |  |  |
| --- | --- | --- | --- |
| **[Name of Receiving Party]** | | **PACIFIC GAS AND ELECTRIC COMPANY** | |
| Signature: |  | Signature: |  |
| Name: | [Name] | Name: |  |
| Title: | [Title] | Title: |  |
| Date: | [Date] | Date: |  |