**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 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 Standard Offer Contract 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 2022 DIDF SOC 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 which are owned by, and in the possession of, PG&E, and which constitute confidential and sensitive information (“Confidential Information”). Grid Needs Data means the grayshaded or redacted information in the Solicitation Protocol for the 2022 DIDF SOC Pilot, or as otherwise identified as Confidential Grid Needs Data in 2022 DIDF SOC Pilot solicitation materials and communications.

2. In consideration of receiving Confidential Information, the Receiving Party hereby agrees to hold it 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, without the prior written consent of PG&E. The Receiving Party agrees that all such Confidential Information:

(a) shall be used only for the purpose of participating in the 2022 DIDF SOC Pilot;

(b) 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 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] when no longer needed for the performance of Receiving Party’s participation in the 2022 DIDF SOC Pilot or upon the termination of this Agreement. Within fifteen 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.

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. 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.

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 2 years from the Effective Date, provided however, that either Party may terminate this Agreement by giving the other Party thirty (30) calendar days’ notice in writing of its intention to terminate this Agreement. Termination shall not abrogate Receiving Party’s obligations under this Agreement for Confidential Information received prior to the date of termination.

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

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| **[Name of Receiving Party]** |
| Signature: |  |
| Name: | [Name] |
| Title: | [Title] |
| Date: | [Date] |