

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



September 2, 2014

Advice Letter 3501-G/4468-E

Brian Cherry
Vice President, Regulation and Rates
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

SUBJECT: Establishment of the Data Request and Release Process for Providing Data to Entities Eligible to Request Access to Energy Data Pursuant to Decision 14-05-016

Dear Mr. Cherry:

Advice Letter 3501-G/4468-E is effective as of August 29, 2014.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph
Director, Energy Division

July 30, 2014

Advice 3501-G/4468-E
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject: Establishment of the Data Request and Release Process for
Providing Data to Entities Eligible to Request Access to Energy
Data Pursuant to Decision 14-05-016**

Purpose

In compliance with Ordering Paragraph (OP) 8 of Decision (D.) 14-05-016 (the Decision), Pacific Gas and Electric Company (PG&E) hereby submits for filing its proposed Data Request and Release Process (DRRP), which will provide access to energy usage and usage-related data to local governments, researchers, and state and federal agencies when consistent with applicable laws and privacy protections. The new Electric Rule 27.1 and Gas Rule 27.1, Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data, are provided as Attachment 1, respectively.

Background

On May 5, 2014, the California Public Utilities Commission (Commission or CPUC) issued the Decision that adopted rules to provide access to energy usage and usage-related data to eligible academic researchers, local government entities and state and federal agencies when such access is consistent with state law and the Commission's Privacy Rules. To facilitate this data access, the Decision adopted the DRRP that PG&E, Southern California Edison Company (SCE), San Diego Gas and Electric Company (SDG&E), and Southern California Gas Company (SoCalGas) (collectively referred to as the "IOUs") must follow when receiving and fulfilling requests for data covered by the Decision. Among other requirements, OP 8 of the Decision required the IOUs to file Tier 2 Advice Letters (AL) to establish the DRRP.

The IOUs have consulted with each other to develop substantially consistent processes and procedures to implement the DRRP in compliance with the Decision.

Data Request and Release Process

Attachment A to D.14-05-016 outlines the DRRP requirements that shall be implemented by the IOUs. In compliance with Attachment A and D.14-05-016, PG&E's DRRP process consists of the following:

- a) New Electric and Gas Rules 27.1 that establish and describe the DRRP process. These Rules include the language from Attachment A of the Decision.
- b) A Non-Disclosure Agreement (NDA) that includes verbatim language from Attachment B of the Decision (Form 79-1166). This form is the same for both Gas and Electric Rules 27.1.
- c) An acceptance agreement for local governments that includes the Terms of Service required by Ordering Paragraph 5 of the Decision (Form 79-1166). This form is the same for both Gas and Electric Rules 27.1.

1. Energy Data Request Portal

PG&E will implement an Energy Data Request web portal per OP 8 and pursuant to the DRRP 90 days after approval of this advice letter. Due to uncertainty in the scheduled availability of PG&E's web portal, until the advice letter is approved and the web portal is fully operational, PG&E will continue to process third party requests informally.

As described in new Electric and Gas Rules 27.1, PG&E has created a central email address for third parties to contact PG&E under the DRRP that will be similar across the IOUs.

Website Address: www.pge.com/energydatarequest

Email Address: energydatarequest@pge.com

PG&E's web portal will eventually include a data request log (i.e., a "data catalog"). The data request log will include a listing of data requests made, fulfilled or denied, and will also include the status of outstanding requests.

Per OP 9 of the Decision, PG&E will file quarterly Tier 1 Advice Letters to publicly note the transfer of information, amend its tariffs as appropriate or needed, and update the data request log.

New Electric and Gas Rules 27.1 include the timelines required by Attachment A of the Decision for receiving and responding to requests for information from eligible third parties.

2. Non-Disclosure Agreement and Terms of Service

The model NDA language adopted in the Decision is provided in Form 79-1166 attached to this Advice Letter. This NDA will be utilized when eligible requesting parties, other than local governments, or state or federal agencies seeking data to comply with state or federal law, request energy usage data without customer consent as allowed by OP 12 of the Decision.

As set forth in OP 5 of the Decision, local governments receiving aggregated and anonymized data do not need to execute an NDA, but must expressly agree to the terms of service specified in the Rules by executing the acceptance agreement included as Form 79-1167 attached to this Advice Letter. Form 79-1167 also includes a Non-Disclosure Certificate consistent with Attachment D to the NDA in D.14-05-016, in order to authorize contractors and consultants to local governments to access energy usage data under the same terms of service accepted by the local governments.

In addition, local governments are prohibited from submitting multiple, overlapping data requests. Upon review of requests, PG&E may deny transfer of data for requests that may overlap with previous requests and/or may lead to re-identification of customers in violation of the aggregation and anonymization standards adopted by D.14-05-016.

3. Notifications to Third Parties and Commission Regarding Data Requests

As described in new Electric and Gas Rules 27.1, PG&E will notify the Commission's Executive Director via a formal letter of any proposed data transfer through its DRRP. PG&E will also provide a copy of the letter to the requesting party. Simultaneously, PG&E will notify the third party whether or not PG&E will be able to grant the request and the timeline for providing the requested data. No data transfer will occur until four weeks have passed from the date of the letter to the Commission's Executive Director.

PG&E will be using email, instead of regular mail, as the preferred method of communication for the formal notification letters to the Executive Director. This will reduce time and resources both for the IOUs and Energy Division, as well as make the letters easier to track, store and access.

4. Energy Data Access Committee

Pursuant to OP 10 of the Decision and as described in the new Electric and Gas Rules 27.1, within six months of the adoption of the Decision (by November 1, 2014), the IOUs will collaborate with Commission Staff and

Office of Ratepayer Advocates (ORA) to establish the Energy Data Access Committee (EDAC). The EDAC shall consist of representatives from each of the utilities, Commission Staff, the ORA, representatives of customer and privacy advocacy groups, researchers who meet the qualifications outlined in the Decision, and other interested parties. The EDAC will meet at least once a quarter in the initial two years and thereafter as needed.

5. Privacy Rules and Security Controls

As described in the Rules, nothing in the DRRP authorizes PG&E or any party to violate any existing privacy or information security laws, rules or orders, including the Commission's privacy rules.

In addition, nothing in the DRRP requires or authorizes a utility or a third-party to transfer, sell, or license energy data that consists of the utilities' intellectual property, trade secrets, or competitively-sensitive data. The transfer, sale or licensing of such intellectual property, trade secrets and competitively-sensitive data will be subject to Commission review and approval consistent with existing Commission rules and orders regarding the sale, transfer or licensing of utility assets.

6. Standardized Data Output and Delivery

I. Data Output

To the extent possible, standard requests will be fulfilled following standard data formats. However, this will largely depend on the type of data being requested. If the request is a large and complicated data set, it will likely be shared in a format that is appropriate for such large data sets and agreed upon with the requesting party.

On its portal, PG&E will make available a sample data table. This sample data table will be designed to assist data requesting parties in understanding what may be common, standardized fields available for request.

II. Data Delivery

As outlined in PG&E's Electric and Gas Rules 27, *Privacy and Security Protections For Energy Usage Data*, PG&E will implement reasonable administrative, technical and physical safeguards to protect covered information from unauthorized access, destruction, use, modification or disclosure, including transmittal with reasonable encryption.

7. Researchers' Qualifications

In Section 7 of the Electric and Gas Rules 27.1, PG&E describes the conditions the research project and university researchers should fulfill to receive covered data.

Proposed Tariff Changes

PG&E proposes the establishment of a new Electric Rule 27.1 and Gas Rule 27.1 that contain the following information:

1. Data Request and Release Process
2. Non-Disclosure Agreement (Form 79-1166)
3. Terms of Service Acceptance Agreement for Local Governments (Form 79-1167)

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than August 19, 2014, which is 20 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 2 advice filing become effective on regular notice, August 29, 2014, which is 30 calendar days after the date of filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the service list for R.08-12-009, Phase III. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

Brian Cherry /KHC

Vice President, Regulatory Relations

Attachments

cc: Service List R.08-12-009, Phase III

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Kingsley Cheng

Phone #: (415) 973-5265

E-mail: k2c0@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3501-G/4468-E**

Tier: **2**

Subject of AL: **Establishment of the Data Request and Release Process for Providing Data to Entities Eligible to Request Access to Energy Data Pursuant to Decision 14-05-016**

Keywords (choose from CPUC listing): Compliance, Agreements, Forms, Rules

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.14-05-016

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: _____

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: _____

Resolution Required? Yes No

Requested effective date: **August 29, 2014**

No. of tariff sheets: **21**

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: **New Gas Rule 27.1 (Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data), New Electric Rule 27.1 (Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data), New Gas and Electric Sample Form 79-1166 and New Gas and Electric Sample Form 79-1167**

Service affected and changes proposed: **New Gas Rule 27.1 (Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data), New Electric Rule 27.1 (Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data)**

Pending advice letters that revise the same tariff sheets: N/A

Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division
EDTariffUnit
505 Van Ness Ave., 4th Flr.
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Brian K. Cherry
Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
31387-G	GAS RULE NO. 27.1 Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data Sheet 1	
31388-G	GAS RULE NO. 27.1 Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data Sheet 2	
31389-G	GAS RULE NO. 27.1 Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data Sheet 3	
31390-G	GAS RULE NO. 27.1 Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data Sheet 4	
31391-G	GAS RULE NO. 27.1 Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data Sheet 5	
31392-G	Gas Sample Form No. 79-1166 Non-Disclosure Agreement Sheet 1	
31393-G	Gas Sample Form No. 79-1167 Local Governments Terms of Service Acceptance Agreement Sheet 1	
31394-G	GAS TABLE OF CONTENTS Sheet 1	31338-G
31395-G	GAS TABLE OF CONTENTS Sheet 6	31336-G*
31396-G	GAS TABLE OF CONTENTS Sheet 9	31176-G
31397-G	GAS TABLE OF CONTENTS Sheet 10	31299-G



GAS RULE NO. 27.1
 Access to Energy Usage and Usage-Related Data
 While Protecting Privacy of Personal Data

Sheet 1 (N)
 (N)
 (N)

The following rule provides Pacific Gas and Electric Company's (PG&E's) policies and procedures governing access to energy usage and usage-related data by eligible academic researchers, local government entities, and state and federal agencies ("Third Parties") adopted as Attachment A to California Public Utilities Commission Decision (D.) 14-05-016. (N)

A. DATA REQUEST AND RELEASE PROCESS

1. PG&E Responsibilities

- a. PG&E will provide a single point-of-contact (POC) for filing and processing third-party energy usage data requests.
- b. The single POC will include a single email mailbox or website and other contact information to which requests for energy data access may be transmitted.
- c. The single POC information will be provided prominently and conveniently on PG&E's website.
- d. PG&E's website will provide access to an electronic input form for third-parties to request energy data access.
- e. PG&E's website is expected to eventually include a Data Catalog of energy data access requests made, fulfilled, and/or denied. New requests for data that have previously been received and fulfilled can easily be made available to eligible third-parties. PG&E will provide data without charge, but may record costs in a memorandum account and subsequently seek recovery via an application or general rate proceeding.
- f. Within one business day of receiving a request form, from a third-party requesting access to energy data, PG&E will respond by email or in writing acknowledging and confirming receipt of the request.
- g. Within seven business days of receiving a request form from a third-party for access to energy data, PG&E will respond by email or in writing regarding whether the information on the form is complete and, if incomplete, what additional information is required for PG&E to process the request.
- h. Within 15 business days of receiving a complete request for access to energy data from a third-party, PG&E will respond by email or in writing regarding whether it is able to grant the request, and provide a proposed schedule for providing the requested data. If PG&E responds that it cannot grant access to the data, it will provide specific reasons why it cannot provide the data or offer other options for providing data access (such as providing data listed in the Data Catalog or suggesting modifications to the request such that it could be granted). If the requesting party disagrees with PG&E's rejection of its request for data access or the alternative options offered by PG&E, the third-party may bring the dispute for informal discussion before the Energy Data Access Committee established below in Section 4. (N)

(Continued)



GAS RULE NO. 27.1
 Access to Energy Usage and Usage-Related Data
 While Protecting Privacy of Personal Data

Sheet 2 (N)
 (N)
 (N)

A. DATA REQUEST AND RELEASE PROCESS (Cont'd) (N)

2. Non-Disclosure Agreement

- a. Prior to receiving access to energy data, the requesting party will execute a standard non-disclosure agreement (Form 79-1166) if required by PG&E as directed by D.14-05-016 (Section 7.2), with substantially consistent terms and conditions among PG&E, SCE, SDG&E, and SoCalGas. In addition, if a pre-disclosure review of the third-party's information security and privacy controls and protections is recommended by PG&E, the recommendations will be substantially consistent among PG&E, SCE, SDG&E, and SoCal Gas and published in advance and available on the utilities' websites.

3. Terms of Service

- a. Local governments receiving aggregated and anonymous data need not sign a non-disclosure agreement but must accept the following terms of service (Form 79-1167):
 - 1) The party will use the data for the purposes stated in the request.
 - 2) The party will not release the data to another third party or publicly disclose the data.
 - 3) Prior to the release of any data to a requesting local government PG&E will inform the Executive Director of the Commission via a formal letter four weeks in advance of the proposed transfer. The letter shall contain the following information:
 - a) The purpose identified by the party requesting data.
 - i. A description of the data requested and to be released. (N)

(Continued)



GAS RULE NO. 27.1
 Access to Energy Usage and Usage-Related Data
 While Protecting Privacy of Personal Data

Sheet 3 (N)
 (N)
 (N)

A. DATA REQUEST AND RELEASE PROCESS (Cont'd) (N)

3. Terms of Service (Cont'd)

b. Simultaneous with Section 1.h (above), PG&E must inform the Executive Director of the Commission via a formal letter of its proposed action. PG&E must also send a copy of the letter to the requesting party. No data shall be released to university researchers, state or federal government agencies, or local government entities requesting data until four weeks have passed from the date of the letter informing the Executive Director of the Commission of the proposed transfer. The letter shall contain the following information:

- 1) The purpose identified by the party requesting data.
- 2) A description of the data requested and to be released.
- 3) The following contact information:
 - a) Name (Individual and organization, if applicable)
 - b) Address
 - c) Phone and email address

c. For an entity that requests ongoing access to data without change in either purpose or data requested, following the initial formal letter to the Executive Director by a utility providing data, no advance letter is needed for subsequent transfers of the same type of data. Instead, both PG&E and the requesting entity shall file a quarterly report identifying the data that it is continuing to send or receive and provide (and update as needed) the contact information listed in this requirement.

4. The Energy Data Access Committee

a. The Energy Data Access Committee will meet at least once a quarter for the initial two years, and as necessary thereafter, to review and advise on the implementation of the utilities' energy data access programs, and to consider informally any disputes regarding energy data access and make other informal recommendations regarding technical and policy issues related to energy data access. (N)

(Continued)



GAS RULE NO. 27.1
 Access to Energy Usage and Usage-Related Data
 While Protecting Privacy of Personal Data

Sheet 4 (N)
 (N)
 (N)

A. DATA REQUEST AND RELEASE PROCESS (Cont'd) (N)

4. The Energy Data Access Committee (Cont'd) |

b. If a party does not accept the recommendation of the Energy Data Access Committee, that party maintains full rights to request a formal consideration of the matter by the Commission via the Commission's petition process. If the Access Committee recommends against providing access to the data requested by a third-party, that party may file a petition with the Commission seeking clarification of access rules. If the Access Committee recommends providing access to the data and a utility declines to follow the recommendation, PG&E should similarly file a petition seeking clarification of Commission policies concerning whether that particular request is consistent with Commission policies and privacy laws. |

5. Privacy and Information Security Laws |

a. Nothing in this process requires or authorizes PG&E or a third-party to violate any existing privacy or information security laws, rules or orders, including the Commission's privacy rules. Nothing in this process requires or authorizes PG&E or a third-party to transfer, sell, or license energy data that consists of PG&E's intellectual property, trade secrets, or competitively-sensitive data. The transfer, sale or licensing of such intellectual property, trade secrets and competitively-sensitive data will be subject to Commission review and approval consistent with existing Commission rules and orders regarding the sale, transfer or licensing of utility assets. |

6. Standardized Data Output and Delivery |

a. All data outputs will be in standard formats. Data will be accessible in specified formats such as comma-delimited, XML, or other agreed-upon formats. Customized outputs or formats should be avoided. The Energy Data Access Committee can review formats annually to ensure that the utilities are consistent with current technology trends for data sharing formats. |

b. Mechanisms for handling data delivery for request of all sizes in a secure manner should be standardized. To the extent possible, PG&E will provide data through the customer data access program adopted in D. 13-09-025. Some requests may be very small and require very little effort to transmit or deliver. Others could be gigabytes in size. In addition, sensitive customer information or other information subject to protections will be transmitted to the third party with reasonable encryption. By standardizing delivery mechanisms, PG&E and third-parties will provide pre-approved delivery methods for sensitive information, reducing risk as well as the time to transmit and receive the data. |

(N)

(Continued)



GAS RULE NO. 27.1
 Access to Energy Usage and Usage-Related Data
 While Protecting Privacy of Personal Data

Sheet 5 (N)
 (N)
 (N)

A. DATA REQUEST AND RELEASE PROCESS (Cont'd)

(N)

7. Academic Researcher Qualifications

a. Academic researchers shall possess all of the following qualifications in order to be eligible for access to covered energy data:

1) The researcher is affiliated with a non-profit college or university accredited by a national or regional accrediting agency and the accrediting agency is formally recognized by the U.S. Secretary of Education.

2) The researcher is a faculty member or is sponsored by a faculty member and the researcher and the sponsoring faculty members are responsible for carrying out the terms of the data release and a non-disclosure agreement.

b. Concerning the specific research, to receive covered data, the research project and the researcher shall fulfill the following conditions:

1) The researcher shall demonstrate that the proposed research will provide information that advances the understanding of California energy use and conservation. Research may include, but is not limited to, analysis of the efficacy of Energy Efficiency (EE) programs, or demand response programs, or the quantification of the response of electricity consumers to different energy prices or pricing structures. In addition, research pertaining to GHG emissions, the integration of renewable energy supplies into the electric grid, and the analysis of grid operations are also topics vested with a public interest and will advance the understanding of California energy use and conservation. In addition to these research topics, research tied to any energy policy identified in the Public Utilities Code as serving a public purpose is also appropriate.

2) Pursuant to the California Information Practices Act, University of California researchers or researchers associated with non-profit education's institutions that seek data containing Personally Identifiable Information (PII) shall demonstrate compliance with the provisions of Civil Code § 1798.24(t)(1).

3) The project shall be certified to be in compliance with the federal government's "Common Rule" for the protection of human subjects by an "Institutional Review Board," as defined in the National Science Foundation's Code of Federal Regulations 45CFR690: Federal Policy for the Protection of Human Subjects. For research undertaken by members of the University of California, researchers must demonstrate approval of the project by the CPHS for the CHHSA or an institutional review board, as authorized in paragraphs (4) and (5) of Civil Code § 1798.24(t). Specifically, the review board must accomplish the specific tasks identified in Civil Code § 1798.24(t)(2).

(N)



Gas Sample Form No. 79-1166
Non-Disclosure Agreement

Sheet 1 (N)
(N)

**Please Refer to Attached
Sample Form**

Advice Letter No: 3501-G
Decision No. 14-05-016

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed July 30, 2014
Effective August 29, 2014
Resolution No. _____



NON-DISCLOSURE AGREEMENT

FORM 79-1166

THIS AGREEMENT is by and between _____ (“Recipient”), and _____ (“Pacific Gas and Electric Company” or “PG&E”) on _____ (“Effective Date”) and, if applicable, terminating on _____. This Agreement is entered into pursuant to California Public Utilities Commission Decision 14-05-016 (the “Commission Order”) requiring that PG&E disclose certain information as specified in the Commission Order.

Subject to the Commission Order and this Agreement, Recipient and PG&E agree as follows:

1. This Agreement is limited to information and data as identified in Exhibit A to this Agreement, which is in the possession or control of the PG&E and for which this Commission Order requires an NDA prior to disclosure to a requesting party (hereinafter “Data”). This Agreement applies to such Data, whether conveyed orally or in written, electronic or other form of media, and whether or not marked as “proprietary,” “confidential,” or “trade secret.” This includes customer-specific billing, credit, or usage information, electricity and/or gas usage information, which has not been publicly disclosed or within the public domain.

2. Protection of Data. In consideration of having access to such Data, and for the purpose specified below in Attachment B, the Recipient shall hold the Data in strict confidence, and not disclose it, or otherwise make it available to any person, entity or third party without the prior written consent of the PG&E. The Recipient agrees that all such Data:

- a. Shall be used only for the purpose(s) as identified by Recipient and described below in Attachment B; and for no other secondary purpose; and
- b. Shall be used in compliance with all applicable privacy and information security laws and regulations, including, without limitation, California Public Utilities Code Sections 394, 454.5(g) and 8380, California Civil Code Sections 654-655, 1798 et seq., and 3426-3426.11.
- c. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically agreed to by Recipient and PG&E, and in conformance with the purpose(s) as identified in Attachment B; and
- d. Shall, together with any copies, reproductions, documents or other records thereof, in any form created by the Recipient that contain Data be either (1) returned to PG&E upon completion of services or work product or (2) destroyed, with signed verification, by Recipient upon completion of services or work product described in Attachment B; and
- e. Shall not be used to attempt to re-identify individual customers by combining or comparing the Data with other data either already available to the Recipient or other publically available sources of information.

NON-DISCLOSURE AGREEMENT

FORM 79-1166

3. PG&E shall provide the Recipient with access to the Data based on the understanding that the Data is needed by Recipient to implement their research/project or other use as explained in Attachment B.
4. PG&E shall not unreasonably withhold the Data from the Recipient and understands that any such action will impact and potentially hinder the research/project or use.
5. The Recipient agrees that the Data shall be released only to persons or entities involved in the research/project or use set forth in Attachment B, and the Recipient shall inform all persons or entities who have access to the Data that they are subject to the requirements of this agreement and obtain a certificate from each acknowledging that they agree to comply with this agreement.
6. The Recipient shall take all reasonable security precautions to keep confidential the Data provided by PG&E under this agreement. The Recipient is not prohibited from using or disclosing Data: (a) that the Recipient can demonstrate by written records was known to it prior to receipt from PG&E; (b) that is now, or becomes in the future, public knowledge other than through an act or omission of the Recipient; (c) that the Recipient obtains in good faith from a third party not bound by confidentiality obligations to PG&E; (d) that the Recipient develops independently, for which the Recipient can demonstrate by written records that independent development occurred without knowledge or use of the Data received by PG&E; (e) where the Data is not otherwise confidential, and identifying information has been removed such that an individual, family, household or residence, or non-residential customer cannot reasonably be identified or re-identified; or (f) when Data is not otherwise confidential, and is used by another party to perform statistical analysis and the underlying data is never disclosed to that party.
7. The Recipient shall take "Security Measures" with the handling of Data to ensure that the Data will not be compromised and shall be kept secure. Security Measures shall mean reasonable administrative, technical, and physical safeguards to protect Data from unauthorized access, destruction, use, modification or disclosure, including but not limited to:
 - a. written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;
 - b. password protected workstations at Recipient's premises, any premises where Work or services are being performed, and any premises of any person who has access to such Data;
 - c. encryption of the Data;
 - d. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Data including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with reasonable security requirements as agreed to between Recipient and Utility.

NON-DISCLOSURE AGREEMENT

FORM 79-1166

8. The Recipient upon the discovery of any unauthorized use or disclosure of the Data shall follow the protocol set forth in Attachment C and will cooperate in every reasonable way to help PG&E and the Commission prevent further unauthorized disclosure or use of the Data.

9. Notwithstanding other provisions of this agreement, Recipient may disclose any of the Data in the event it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or governmental or regulatory agency of competent jurisdiction. Prior to making such disclosure, Recipient shall provide Utility with no less than 10 days' advance written notice of any such requirement so that Utility may, at its sole discretion, seek a protective order or other appropriate remedy.

10. Recipient may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Utility, which consent shall be at Utility's sole discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Recipient of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this agreement and signed by authorized representatives of both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence by either party, but only by an instrument in writing signed by an authorized representative of the party. No waiver of any provisions of this agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

12. If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles. In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of [Specify location], California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court in or closest to [Specify location]), and the parties hereby submit to the exclusive jurisdiction of such courts. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

14. Recipient shall be liable for the actions of any disclosure or use by its Representatives contrary to the Commission Order and this Agreement. Except in connection with Recipient's obligations in Section 9 hereof, neither Party shall have any liability to the other for any special, indirect,

NON-DISCLOSURE AGREEMENT FORM 79-1166

incidental or consequential loss or damage whatsoever, even if such party has been advised in advance that such damages could occur.

15. Recipient shall defend and hold harmless Utility and its affiliates, officers, directors, employees, agents, representatives, successors and assigns, from and against any and all losses, causes of action, liabilities, damages and claims, and all related costs and expenses, fines, penalties, or interest, including reasonable outside legal fees and costs, arising out of, in connection with, or relating to Recipient's use, maintenance and/or disclosure of Data.

16. Notwithstanding expiration or termination of this Agreement, the obligations of Recipient under this Agreement to protect or (upon termination, destroy) the Data shall continue in perpetuity.

17. All notices to be given under this Agreement shall be in writing and sent by (a) a nationally recognized overnight courier service, in which case notice shall be deemed delivered as of the date shown on the courier's delivery receipt, (b) facsimile or electronic mail during business hours of the recipient, with a copy of the notice also deposited in the United States mail (postage prepaid) the same business day, in which case notice shall be deemed delivered on successful transmission by facsimile or electronic mail, or (c) United States mail, postage prepaid, in which case notice shall be deemed delivered as of two business days after deposit in the mail, addressed as follows:

If to PG&E:

If to Recipient:

The notice information for each Party set forth above may be changed by such Party upon written notice to the Party, provided that no such notice shall be effective until actual receipt of such notice by the other Party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

18. Neither party shall have any liability to the other for any special, indirect, incidental, punitive, exemplary or consequential losses or damages arising out of this Agreement, including, without limitation, loss of funding, even if such party has been advised in advance that such damages could occur.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



NON-DISCLOSURE AGREEMENT

Exhibit A

Requested Information and Data



NON-DISCLOSURE AGREEMENT

Exhibit B

Project/Research Description(s)

NON-DISCLOSURE AGREEMENT

Exhibit C

Security Breach Protocol

Recipient shall immediately notify the Commission and PG&E in writing of any unauthorized access or disclosure of the Data.

- a. Recipient shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Data to prevent recurrence and to return to Utility any copies.
- b. Recipient shall provide the Commission and PG&E (i) a brief summary of the issue, facts, and status of Recipient's investigation; (ii) the potential number of individuals affected by the security breach; (iii) the Data that may be implicated by the security breach; and (iv) any other information pertinent to PG&E's understanding of the security breach and the exposure or potential exposure of the Data.
- c. Recipient shall investigate such breach or potential breach, and shall inform PG&E, in writing, of the results of such investigation, and assist PG&E (at Recipient's sole cost and expense) in maintaining the confidentiality of such Data.
- d. If requested in writing by PG&E or by the Commission, Recipient will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. In addition, in no event shall Recipient issue or permit to be issued any public statements regarding the security breach involving the Data unless PG&E requests Recipient to do so in writing.



NON-DISCLOSURE AGREEMENT

Exhibit D

Non-Disclosure Certificate

I, _____, hereby certify that (i) I am an employee, agent or contractor of [specify Recipient's legal name] ("Recipient"), (ii) I understand that access to Data (as defined in the NDA) will be provided to me pursuant to the terms and restrictions of that certain Non-Disclosure Agreement, dated and effective [specify date set forth in introductory paragraph of NDA], by and between Pacific Gas and Electric Company and Recipient ("NDA"), (iii) I have been given a copy of and have read and understand the NDA, and I agree to be bound by the NDA and all of its terms and restrictions in my capacity as a researcher of Recipient, and (iv) I shall not disclose (other than in accordance with the NDA) to anyone the contents of the Data, or any other form of information, that copies or discloses the Data.

By: _____

Title: _____

Organization: _____

Date: _____



Gas Sample Form No. 79-1167
Local Governments Terms of Service Acceptance Agreement

Sheet 1 (N)
(N)

**Please Refer to Attached
Sample Form**

Advice Letter No: 3501-G
Decision No. 14-05-016

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed July 30, 2014
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LOCAL GOVERNMENTS TERMS OF SERVICE ACCEPTANCE AGREEMENT FORM 79-1167

As set forth in Ordering Paragraph 5 and Section 8 of California Public Utilities Decision (D.) 14-05-016, eligible local governments requesting aggregated and anonymous energy usage data pursuant to the Decision must expressly agree to the following terms of service prior to receiving any such data.

- a. The local government agrees to use the data for the purposes stated in the request.
- b. The local government agrees to not release the data to another third party or publicly disclose the data.
- c. Prior to the release of any data to a requesting local government PG&E must inform the Executive Director of the Commission via a formal letter four weeks in advance of the proposed transfer. The letter shall contain the following information:
 1. The purpose identified by the local government requesting data.
 - i. A description of the data requested and to be released.
- d. The local government agrees to immediately notify the Commission and the utility in writing of any unauthorized access or disclosure of the data.
- e. The local government agrees to require all agents, contractors, consultants, or other representatives of the local government that are not employees of the local government to agree to and execute the Non-Disclosure Certificate attached to this agreement, and to provide the utility with copies of all such Non-Disclosure Certificates, prior to any disclosure or use of the data by such agents, contractors, consultants or other representatives.
- f. The local government agrees to comply with the laws, rules and orders of the California Public Utilities Commission applicable to the release, use and disclosure of the data, including D.14-05-016.



LOCAL GOVERNMENTS TERMS OF SERVICE ACCEPTANCE AGREEMENT

FORM 79-1167

Agreed By: _____

Agreed By: _____

Title: _____

Title: _____

Name of Local Government:

On behalf of PG&E

Date: _____

Date: _____



LOCAL GOVERNMENTS TERMS OF SERVICE ACCEPTANCE AGREEMENT FORM 79-1167

Non-Disclosure Certificate

I, _____, hereby certify that (i) I am an agent, contractor, consultant or representative of [specify local government's name], (ii) I understand that access to energy usage data will be provided to me by [name of local government] pursuant to the terms and restrictions of that certain "Local Government's Terms of Service Acceptance Agreement" ("Agreement") by and between [name of local government] and PG&E, dated and effective [date], (iii) I have been given a copy of and have read and understand the Agreement, and I agree to be bound by the Agreement and all of its terms and restrictions in my capacity as agent, contractor, consultant or representative of [name of local government], (iv) I shall not disclose (other than in accordance with the Agreement) to anyone the contents of the data, or any other form of information, that copies or discloses the data; and (v) I agree that [name of local government and PG&E] are third-party beneficiaries of this Non-Disclosure Certificate.

By: _____

Title: _____

Organization: _____

Date: _____



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ELECTRIC RULE NO. 27.1
 Access to Energy Usage and Usage-Related Data
 While Protecting Privacy of Personal Data

Sheet 2 (N)
 (N)
 (N)

A. DATA REQUEST AND RELEASE PROCESS (Cont'd) (N)

2. Non-Disclosure Agreement

- a. Prior to receiving access to energy data, the requesting party will execute a standard non-disclosure agreement (Form 79-1166) if required by PG&E as directed by D.14-05-016 (Section 7.2), with substantially consistent terms and conditions among PG&E, SCE, SDG&E, and SoCalGas. In addition, if a pre-disclosure review of the third-party's information security and privacy controls and protections is recommended by PG&E, the recommendations will be substantially consistent among PG&E, SCE, SDG&E, and SoCal Gas and published in advance and available on the utilities' websites.

3. Terms of Service

- a. Local governments receiving aggregated and anonymous data need not sign a non-disclosure agreement but must accept the following terms of service (Form 79-1167):
 - 1) The party will use the data for the purposes stated in the request.
 - 2) The party will not release the data to another third party or publicly disclose the data.
 - 3) Prior to the release of any data to a requesting local government PG&E will inform the Executive Director of the Commission via a formal letter four weeks in advance of the proposed transfer. The letter shall contain the following information:
 - a) The purpose identified by the party requesting data.
 - i. A description of the data requested and to be released. (N)

(Continued)



ELECTRIC RULE NO. 27.1
 Access to Energy Usage and Usage-Related Data
 While Protecting Privacy of Personal Data

Sheet 3 (N)
 (N)
 (N)

A. DATA REQUEST AND RELEASE PROCESS (Cont'd) (N)

3. Terms of Service (Cont'd)

b. Simultaneous with Section 1.h (above), PG&E must inform the Executive Director of the Commission via a formal letter of its proposed action. PG&E must also send a copy of the letter to the requesting party. No data shall be released to university researchers, state or federal government agencies, or local government entities requesting data until four weeks have passed from the date of the letter informing the Executive Director of the Commission of the proposed transfer. The letter shall contain the following information:

- 1) The purpose identified by the party requesting data.
- 2) A description of the data requested and to be released.
- 3) The following contact information:
 - a) Name (Individual and organization, if applicable)
 - b) Address
 - c) Phone and email address

c. For an entity that requests ongoing access to data without change in either purpose or data requested, following the initial formal letter to the Executive Director by a utility providing data, no advance letter is needed for subsequent transfers of the same type of data. Instead, both PG&E and the requesting entity shall file a quarterly report identifying the data that it is continuing to send or receive and provide (and update as needed) the contact information listed in this requirement.

4. The Energy Data Access Committee

a. The Energy Data Access Committee will meet at least once a quarter for the initial two years, and as necessary thereafter, to review and advise on the implementation of the utilities' energy data access programs, and to consider informally any disputes regarding energy data access and make other informal recommendations regarding technical and policy issues related to energy data access. (N)

(Continued)



ELECTRIC RULE NO. 27.1
 Access to Energy Usage and Usage-Related Data
 While Protecting Privacy of Personal Data

Sheet 4 (N)
 (N)
 (N)

- A. DATA REQUEST AND RELEASE PROCESS (Cont'd) (N)
- 4. The Energy Data Access Committee (Cont'd)
 - b. If a party does not accept the recommendation of the Energy Data Access Committee, that party maintains full rights to request a formal consideration of the matter by the Commission via the Commission's petition process. If the Access Committee recommends against providing access to the data requested by a third-party, that party may file a petition with the Commission seeking clarification of access rules. If the Access Committee recommends providing access to the data and a utility declines to follow the recommendation, PG&E should similarly file a petition seeking clarification of Commission policies concerning whether that particular request is consistent with Commission policies and privacy laws.
- 5. Privacy and Information Security Laws
 - a. Nothing in this process requires or authorizes PG&E or a third-party to violate any existing privacy or information security laws, rules or orders, including the Commission's privacy rules. Nothing in this process requires or authorizes PG&E or a third-party to transfer, sell, or license energy data that consists of PG&E's intellectual property, trade secrets, or competitively-sensitive data. The transfer, sale or licensing of such intellectual property, trade secrets and competitively-sensitive data will be subject to Commission review and approval consistent with existing Commission rules and orders regarding the sale, transfer or licensing of utility assets.
- 6. Standardized Data Output and Delivery
 - a. All data outputs will be in standard formats. Data will be accessible in specified formats such as comma-delimited, XML, or other agreed-upon formats. Customized outputs or formats should be avoided. The Energy Data Access Committee can review formats annually to ensure that the utilities are consistent with current technology trends for data sharing formats.
 - b. Mechanisms for handling data delivery for request of all sizes in a secure manner should be standardized. To the extent possible, PG&E will provide data through the customer data access program adopted in D. 13-09-025. Some requests may be very small and require very little effort to transmit or deliver. Others could be gigabytes in size. In addition, sensitive customer information or other information subject to protections will be transmitted to the third party with reasonable encryption. By standardizing delivery mechanisms, PG&E and third-parties will provide pre-approved delivery methods for sensitive information, reducing risk as well as the time to transmit and receive the data. (N)

(Continued)



ELECTRIC RULE NO. 27.1
 Access to Energy Usage and Usage-Related Data
 While Protecting Privacy of Personal Data

Sheet 5 (N)
 (N)
 (N)

A. DATA REQUEST AND RELEASE PROCESS (Cont'd)

(N)

7. Academic Researcher Qualifications

a. Academic researchers shall possess all of the following qualifications in order to be eligible for access to covered energy data:

1) The researcher is affiliated with a non-profit college or university accredited by a national or regional accrediting agency and the accrediting agency is formally recognized by the U.S. Secretary of Education.

2) The researcher is a faculty member or is sponsored by a faculty member and the researcher and the sponsoring faculty members are responsible for carrying out the terms of the data release and a non-disclosure agreement.

b. Concerning the specific research, to receive covered data, the research project and the researcher shall fulfill the following conditions:

1) The researcher shall demonstrate that the proposed research will provide information that advances the understanding of California energy use and conservation. Research may include, but is not limited to, analysis of the efficacy of Energy Efficiency (EE) programs, or demand response programs, or the quantification of the response of electricity consumers to different energy prices or pricing structures. In addition, research pertaining to GHG emissions, the integration of renewable energy supplies into the electric grid, and the analysis of grid operations are also topics vested with a public interest and will advance the understanding of California energy use and conservation. In addition to these research topics, research tied to any energy policy identified in the Public Utilities Code as serving a public purpose is also appropriate.

2) Pursuant to the California Information Practices Act, University of California researchers or researchers associated with non-profit education's institutions that seek data containing Personally Identifiable Information (PII) shall demonstrate compliance with the provisions of Civil Code § 1798.24(t)(1).

3) The project shall be certified to be in compliance with the federal government's "Common Rule" for the protection of human subjects by an "Institutional Review Board," as defined in the National Science Foundation's Code of Federal Regulations 45CFR690: Federal Policy for the Protection of Human Subjects. For research undertaken by members of the University of California, researchers must demonstrate approval of the project by the CPHS for the CHHSA or an institutional review board, as authorized in paragraphs (4) and (5) of Civil Code § 1798.24(t). Specifically, the review board must accomplish the specific tasks identified in Civil Code § 1798.24(t)(2).

(N)



Electric Sample Form No. 79-1166
Non-Disclosure Agreement

Sheet 1 (N)
(N)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4468-E
Decision No. 14-05-016

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed July 30, 2014
Effective August 29, 2014
Resolution No. _____



NON-DISCLOSURE AGREEMENT FORM 79-1166

THIS AGREEMENT is by and between _____ (“Recipient”), and _____ (“Pacific Gas and Electric Company” or “PG&E”) on _____ (“Effective Date”) and, if applicable, terminating on _____. This Agreement is entered into pursuant to California Public Utilities Commission Decision 14-05-016 (the “Commission Order”) requiring that PG&E disclose certain information as specified in the Commission Order.

Subject to the Commission Order and this Agreement, Recipient and PG&E agree as follows:

1. This Agreement is limited to information and data as identified in Exhibit A to this Agreement, which is in the possession or control of the PG&E and for which this Commission Order requires an NDA prior to disclosure to a requesting party (hereinafter “Data”). This Agreement applies to such Data, whether conveyed orally or in written, electronic or other form of media, and whether or not marked as “proprietary,” “confidential,” or “trade secret.” This includes customer-specific billing, credit, or usage information, electricity and/or gas usage information, which has not been publicly disclosed or within the public domain.

2. Protection of Data. In consideration of having access to such Data, and for the purpose specified below in Attachment B, the Recipient shall hold the Data in strict confidence, and not disclose it, or otherwise make it available to any person, entity or third party without the prior written consent of the PG&E. The Recipient agrees that all such Data:

a. Shall be used only for the purpose(s) as identified by Recipient and described below in Attachment B; and for no other secondary purpose; and

b. Shall be used in compliance with all applicable privacy and information security laws and regulations, including, without limitation, California Public Utilities Code Sections 394, 454.5(g) and 8380, California Civil Code Sections 654-655, 1798 et seq., and 3426-3426.11.

c. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically agreed to by Recipient and PG&E, and in conformance with the purpose(s) as identified in Attachment B; and

d. Shall, together with any copies, reproductions, documents or other records thereof, in any form created by the Recipient that contain Data be either (1) returned to PG&E upon completion of services or work product or (2) destroyed, with signed verification, by Recipient upon completion of services or work product described in Attachment B; and

e. Shall not be used to attempt to re-identify individual customers by combining or comparing the Data with other data either already available to the Recipient or other publically available sources of information.

NON-DISCLOSURE AGREEMENT

FORM 79-1166

3. PG&E shall provide the Recipient with access to the Data based on the understanding that the Data is needed by Recipient to implement their research/project or other use as explained in Attachment B.
4. PG&E shall not unreasonably withhold the Data from the Recipient and understands that any such action will impact and potentially hinder the research/project or use.
5. The Recipient agrees that the Data shall be released only to persons or entities involved in the research/project or use set forth in Attachment B, and the Recipient shall inform all persons or entities who have access to the Data that they are subject to the requirements of this agreement and obtain a certificate from each acknowledging that they agree to comply with this agreement.
6. The Recipient shall take all reasonable security precautions to keep confidential the Data provided by PG&E under this agreement. The Recipient is not prohibited from using or disclosing Data: (a) that the Recipient can demonstrate by written records was known to it prior to receipt from PG&E; (b) that is now, or becomes in the future, public knowledge other than through an act or omission of the Recipient; (c) that the Recipient obtains in good faith from a third party not bound by confidentiality obligations to PG&E; (d) that the Recipient develops independently, for which the Recipient can demonstrate by written records that independent development occurred without knowledge or use of the Data received by PG&E; (e) where the Data is not otherwise confidential, and identifying information has been removed such that an individual, family, household or residence, or non-residential customer cannot reasonably be identified or re-identified; or (f) when Data is not otherwise confidential, and is used by another party to perform statistical analysis and the underlying data is never disclosed to that party.
7. The Recipient shall take "Security Measures" with the handling of Data to ensure that the Data will not be compromised and shall be kept secure. Security Measures shall mean reasonable administrative, technical, and physical safeguards to protect Data from unauthorized access, destruction, use, modification or disclosure, including but not limited to:
 - a. written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;
 - b. password protected workstations at Recipient's premises, any premises where Work or services are being performed, and any premises of any person who has access to such Data;
 - c. encryption of the Data;
 - d. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Data including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with reasonable security requirements as agreed to between Recipient and Utility.

NON-DISCLOSURE AGREEMENT

FORM 79-1166

8. The Recipient upon the discovery of any unauthorized use or disclosure of the Data shall follow the protocol set forth in Attachment C and will cooperate in every reasonable way to help PG&E and the Commission prevent further unauthorized disclosure or use of the Data.

9. Notwithstanding other provisions of this agreement, Recipient may disclose any of the Data in the event it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or governmental or regulatory agency of competent jurisdiction. Prior to making such disclosure, Recipient shall provide Utility with no less than 10 days' advance written notice of any such requirement so that Utility may, at its sole discretion, seek a protective order or other appropriate remedy.

10. Recipient may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Utility, which consent shall be at Utility's sole discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Recipient of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this agreement and signed by authorized representatives of both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence by either party, but only by an instrument in writing signed by an authorized representative of the party. No waiver of any provisions of this agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

12. If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles. In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of [Specify location], California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court in or closest to [Specify location]), and the parties hereby submit to the exclusive jurisdiction of such courts. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

14. Recipient shall be liable for the actions of any disclosure or use by its Representatives contrary to the Commission Order and this Agreement. Except in connection with Recipient's obligations in Section 9 hereof, neither Party shall have any liability to the other for any special, indirect,

NON-DISCLOSURE AGREEMENT FORM 79-1166

incidental or consequential loss or damage whatsoever, even if such party has been advised in advance that such damages could occur.

15. Recipient shall defend and hold harmless Utility and its affiliates, officers, directors, employees, agents, representatives, successors and assigns, from and against any and all losses, causes of action, liabilities, damages and claims, and all related costs and expenses, fines, penalties, or interest, including reasonable outside legal fees and costs, arising out of, in connection with, or relating to Recipient's use, maintenance and/or disclosure of Data.

16. Notwithstanding expiration or termination of this Agreement, the obligations of Recipient under this Agreement to protect or (upon termination, destroy) the Data shall continue in perpetuity.

17. All notices to be given under this Agreement shall be in writing and sent by (a) a nationally recognized overnight courier service, in which case notice shall be deemed delivered as of the date shown on the courier's delivery receipt, (b) facsimile or electronic mail during business hours of the recipient, with a copy of the notice also deposited in the United States mail (postage prepaid) the same business day, in which case notice shall be deemed delivered on successful transmission by facsimile or electronic mail, or (c) United States mail, postage prepaid, in which case notice shall be deemed delivered as of two business days after deposit in the mail, addressed as follows:

If to PG&E:

If to Recipient:

The notice information for each Party set forth above may be changed by such Party upon written notice to the Party, provided that no such notice shall be effective until actual receipt of such notice by the other Party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

18. Neither party shall have any liability to the other for any special, indirect, incidental, punitive, exemplary or consequential losses or damages arising out of this Agreement, including, without limitation, loss of funding, even if such party has been advised in advance that such damages could occur.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



NON-DISCLOSURE AGREEMENT

Exhibit A

Requested Information and Data



NON-DISCLOSURE AGREEMENT

Exhibit B

Project/Research Description(s)

NON-DISCLOSURE AGREEMENT

Exhibit C

Security Breach Protocol

Recipient shall immediately notify the Commission and PG&E in writing of any unauthorized access or disclosure of the Data.

- a. Recipient shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Data to prevent recurrence and to return to Utility any copies.
- b. Recipient shall provide the Commission and PG&E (i) a brief summary of the issue, facts, and status of Recipient's investigation; (ii) the potential number of individuals affected by the security breach; (iii) the Data that may be implicated by the security breach; and (iv) any other information pertinent to PG&E's understanding of the security breach and the exposure or potential exposure of the Data.
- c. Recipient shall investigate such breach or potential breach, and shall inform PG&E, in writing, of the results of such investigation, and assist PG&E (at Recipient's sole cost and expense) in maintaining the confidentiality of such Data.
- d. If requested in writing by PG&E or by the Commission, Recipient will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. In addition, in no event shall Recipient issue or permit to be issued any public statements regarding the security breach involving the Data unless PG&E requests Recipient to do so in writing.



NON-DISCLOSURE AGREEMENT

Exhibit D

Non-Disclosure Certificate

I, _____, hereby certify that (i) I am an employee, agent or contractor of [specify Recipient's legal name] ("Recipient"), (ii) I understand that access to Data (as defined in the NDA) will be provided to me pursuant to the terms and restrictions of that certain Non-Disclosure Agreement, dated and effective [specify date set forth in introductory paragraph of NDA], by and between Pacific Gas and Electric Company and Recipient ("NDA"), (iii) I have been given a copy of and have read and understand the NDA, and I agree to be bound by the NDA and all of its terms and restrictions in my capacity as a researcher of Recipient, and (iv) I shall not disclose (other than in accordance with the NDA) to anyone the contents of the Data, or any other form of information, that copies or discloses the Data.

By: _____

Title: _____

Organization: _____

Date: _____



Electric Sample Form No. 79-1167
Local Governments Terms of Service Acceptance Agreement

Sheet 1 (N)
(N)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4468-E
Decision No. 14-05-016

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed July 30, 2014
Effective August 29, 2014
Resolution No. _____



LOCAL GOVERNMENTS TERMS OF SERVICE ACCEPTANCE AGREEMENT FORM 79-1167

As set forth in Ordering Paragraph 5 and Section 8 of California Public Utilities Decision (D.) 14-05-016, eligible local governments requesting aggregated and anonymous energy usage data pursuant to the Decision must expressly agree to the following terms of service prior to receiving any such data.

- a. The local government agrees to use the data for the purposes stated in the request.
- b. The local government agrees to not release the data to another third party or publicly disclose the data.
- c. Prior to the release of any data to a requesting local government PG&E must inform the Executive Director of the Commission via a formal letter four weeks in advance of the proposed transfer. The letter shall contain the following information:
 1. The purpose identified by the local government requesting data.
 - i. A description of the data requested and to be released.
- d. The local government agrees to immediately notify the Commission and the utility in writing of any unauthorized access or disclosure of the data.
- e. The local government agrees to require all agents, contractors, consultants, or other representatives of the local government that are not employees of the local government to agree to and execute the Non-Disclosure Certificate attached to this agreement, and to provide the utility with copies of all such Non-Disclosure Certificates, prior to any disclosure or use of the data by such agents, contractors, consultants or other representatives.
- f. The local government agrees to comply with the laws, rules and orders of the California Public Utilities Commission applicable to the release, use and disclosure of the data, including D.14-05-016.



LOCAL GOVERNMENTS TERMS OF SERVICE ACCEPTANCE AGREEMENT

FORM 79-1167

Agreed By: _____

Agreed By: _____

Title: _____

Title: _____

Name of Local Government:

On behalf of PG&E

Date: _____

Date: _____



LOCAL GOVERNMENTS TERMS OF SERVICE ACCEPTANCE AGREEMENT FORM 79-1167

Non-Disclosure Certificate

I, _____, hereby certify that (i) I am an agent, contractor, consultant or representative of [specify local government's name], (ii) I understand that access to energy usage data will be provided to me by [name of local government] pursuant to the terms and restrictions of that certain "Local Government's Terms of Service Acceptance Agreement" ("Agreement") by and between [name of local government] and PG&E, dated and effective [date], (iii) I have been given a copy of and have read and understand the Agreement, and I agree to be bound by the Agreement and all of its terms and restrictions in my capacity as agent, contractor, consultant or representative of [name of local government], (iv) I shall not disclose (other than in accordance with the Agreement) to anyone the contents of the data, or any other form of information, that copies or discloses the data; and (v) I agree that [name of local government and PG&E] are third-party beneficiaries of this Non-Disclosure Certificate.

By: _____

Title: _____

Organization: _____

Date: _____



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Advice Letter No: 4468-E
 Decision No. 14-05-016

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed July 30, 2014
 Effective _____
 Resolution No. _____



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**PG&E Gas and Electric
Advice Filing List
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AT&T	Douglass & Liddell	Occidental Energy Marketing, Inc.
Alcantar & Kahl LLP	Downey & Brand	OnGrid Solar
Anderson & Poole	Ellison Schneider & Harris LLP	Pacific Gas and Electric Company
BART	G. A. Krause & Assoc.	Praxair
Barkovich & Yap, Inc.	GenOn Energy Inc.	Regulatory & Cogeneration Service, Inc.
Bartle Wells Associates	GenOn Energy, Inc.	SCD Energy Solutions
Braun Blaising McLaughlin, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	SCE
California Cotton Ginners & Growers Assn	Green Power Institute	SDG&E and SoCalGas
California Energy Commission	Hanna & Morton	SPURR
California Public Utilities Commission	In House Energy	San Francisco Public Utilities Commission
California State Association of Counties	International Power Technology	Seattle City Light
Calpine	Intestate Gas Services, Inc.	Sempra Utilities
Casner, Steve	K&L Gates LLP	SoCalGas
Cenergy Power	Kelly Group	Southern California Edison Company
Center for Biological Diversity	Linde	Spark Energy
City of Palo Alto	Los Angeles County Integrated Waste Management Task Force	Sun Light & Power
City of San Jose	Los Angeles Dept of Water & Power	Sunshine Design
Clean Power	MRW & Associates	Tecogen, Inc.
Coast Economic Consulting	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Commercial Energy	Marin Energy Authority	TransCanada
Cool Earth Solar, Inc.	McKenna Long & Aldridge LLP	Utility Cost Management
County of Tehama - Department of Public Works	McKenzie & Associates	Utility Power Solutions
Crossborder Energy	Modesto Irrigation District	Utility Specialists
Davis Wright Tremaine LLP	Morgan Stanley	Verizon
Day Carter Murphy	NLine Energy, Inc.	Water and Energy Consulting
Defense Energy Support Center	NRG Solar	Wellhead Electric Company
Dept of General Services	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Division of Ratepayer Advocates	North America Power Partners	