



NON-DISCLOSURE AGREEMENT

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

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

1. This Agreement is limited to information and data as identified in Attachment A, which is in the possession or control of SDG&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 SDG&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 SDG&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 SDG&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.



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3. SDG&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. SDG&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 SDG&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 SDG&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 SDG&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 SDG&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 SDG&E.



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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 SDG&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 SDG&E with no less than 10 days' advance written notice of any such requirement so that SDG&E 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 SDG&E, which consent shall be at SDG&E'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 San Diego, 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 San Diego, California, 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,



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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 SDG&E 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 SDG&E: Office of Customer Privacy
SDG&E
P.O. Box 129831
San Diego, CA 92112

If to Recipient: University Name/University Point of Contact:
University Mailing Address:
City, State, Zip:

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.



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IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

SDG&E:

Recipient:

San Diego Gas & Electric

By: _____
Sign Here

By: _____
Sign Here

Name: _____

Name: _____

Title: _____

Title: _____



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Exhibit A

Requested Information and Data



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Exhibit B

Project/Research Description(s)

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Exhibit C

Security Breach Protocol

Recipient shall immediately notify the Commission and SDG&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 SDG&E any copies.
- b. Recipient shall provide the Commission and SDG&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 SDG&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 SDG&E, in writing, of the results of such investigation, and assist SDG&E (at Recipient's sole cost and expense) in maintaining the confidentiality of such Data.
- d. If requested in writing by SDG&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 SDG&E and in a form as specifically approved in writing by SDG&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 SDG&E requests Recipient to do so in writing.



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Exhibit D

Non-Disclosure Certificate

I, _____, hereby certify that (i) I am an employee, agent or contractor of _____ (“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 _____, by and between San Diego Gas & Electric 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: _____
Sign Here

Title: _____

Organization: _____

Date: _____