



Southern California Edison
Rosemead, California (U 338-E)

Original Cal. PUC Sheet No. 57308-E
Cancelling Original Cal. PUC Sheet No. 56620-E

Sheet 1

NON-DISCLOSURE AGREEMENT

Form 14-950

(To be inserted by utility)

Advice 3264-E
Decision 14-05-016

Issued by
R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Aug 14, 2015
Effective Aug 14, 2015
Resolution _____



NON-DISCLOSURE AGREEMENT

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THIS AGREEMENT is by and between _____ (“Recipient”), and _____ (“Southern California Edison” or “SCE”) 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 SCE disclose certain information as specified in the Commission Order.

Subject to the Commission Order and this Agreement, Recipient and SCE 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 SCE 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, that 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 except as described in paragraph 1 or without the prior written consent of the SCE. 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, and those for covered entities detailed in D.11-07-056, Attachment D and D.12-08-045, Attachment A.
 - c. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically agreed to by Recipient and SCE, 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 SCE 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.
3. SCE shall provide the Recipient with access to the Data based on the understanding that the Commission has ordered the Utility to disclose it without customer consent based on the type of research they are doing, as explained in Exhibit B to this agreement.
4. SCE 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.

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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 SCE 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 SCE; (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 SCE; (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 SCE; (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 SCE;
 - e. if Data includes covered information, all the requirements of Rule 25, D.11-07-056, Attachment D, and D.12-08-045, Attachment A for covered entities
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 SCE 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

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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 SCE with no less than 10 days' advance written notice of any such requirement so that SCE may, at its sole discretion, seek a protective order or other appropriate remedy, including but not limited to, requiring that the Researcher, at its own expense, provide notice to the customer, the real party in interest.

10. Recipient may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of SCE, which consent shall be at SCE'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 or 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, incidental or consequential loss or damage whatsoever, even if such party has been advised in advance that such damages could occur.
15. To the extent permitted by applicable law, recipient shall indemnify, defend and hold harmless (T) SCE 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. If Recipient denies its obligation to indemnify SCE and the other SCE indemnitees identified above, and that denial is later determined to be without merit, Recipient shall reimburse all costs and expenses that may be incurred by SCE in



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enforcing this indemnity against Recipient, including reasonable attorneys' fees. SCE will provide full cooperation in any defense or settlement of such third-party claim (at Recipient's cost), but retains the right to defend itself (or select its own counsel) at Recipient's expense. Recipient shall not have any right to settle any third-party claim that requires SCE to (i) admit liability or (ii) pay any amount of money, without the express prior written consent of SCE.

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 SCE:

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. 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.
19. No License. Confidential Information will remain the property of IOU and neither Recipient nor its Representative(s) will be deemed by virtue of this Agreement to have acquired any license, right, title, or interest in or to the Confidential Information.
20. Third-Party Beneficiaries. The Parties agree that there are no third party beneficiaries of this Agreement.
21. Attorneys' Fees. If any action at law or in equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses (including expert testimony) and reasonable attorneys' fees, incurred therein by the prevailing party.



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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.

(N)

SCE:
Southern California Edison

Recipient:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(N)



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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 SCE in writing of any unauthorized access or disclosure of the Data.

1. 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 SCE any copies.
2. Recipient shall provide the Commission and SCE (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 SCE's understanding of the security breach and the exposure or potential exposure of the Data.
3. Recipient shall investigate such breach or potential breach, and shall inform SCE and the Commission, in writing, of the results of such investigation, and assist SCE (at Recipient's sole cost and expense) in maintaining the confidentiality of such Data.
4. If requested in writing by SCE or by the Commission, Recipient will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by SCE and in a form as specifically approved in writing by SCE at the Recipient's sole cost and expense. Alternatively, if SCE determines it would be better for SCE, and not the breaching Recipient, to contact affected persons, SCE will do so at the Recipient's sole cost and expense. In addition, in no event shall Recipient issue or permit to be issued any public statements regarding the security breach involving the Data unless SCE 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 [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 [specify SCE's legal name] 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: _____