

{IOU Note (to be deleted prior to Agreement execution): if Documents associated with a Rule 20 Project includes personally identifiable information, NERC CIP data, critical energy infrastructure information or other highly sensitive information, as determined by IOU, Recipient must be processed through IOU's cyber and information governance review prior submitting its Rule 20 Project Request, and IOU's Rule 20 Nondisclosure Agreement will be revised to include the appropriate terms and conditions}

RULE 20 NONDISCLOSURE AGREEMENT

This Rule 20 Nondisclosure Agreement (“Agreement”) dated as of [REDACTED], (the “Effective Date”) is entered into between San Diego Gas & Electric Company, a California corporation (“SDG&E”), and [REDACTED], a [REDACTED] (“Recipient”). SDG&E and Recipient are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. SDG&E Tariff Rule 20, Replacement of Overhead with Underground Electric Facilities (“Rule 20”), sets forth requirements for certain projects (“Rule 20 Projects”).
- B. California Public Utilities Commission (“Commission” or “CPUC”) D.21-06-013, Ordering Paragraph (“OP”) 16, requires SDG&E to provide any local government or ratepayer advocate, within thirty (30) days of a written request that encloses a signed Rule 20 Nondisclosure Agreement, the Documents related to such Rule 20 Project(s) identified by such entity in its written request.
- C. Pursuant to D.21-06-013, OP 16, Recipient would like to obtain Documents from SDG&E regarding the following Rule 20 Project(s), located at [REDACTED] (“Rule 20 Project Request”).
- D. SDG&E desires that any Confidential Information (as defined below) that may be provided by it or on its behalf to Recipient or its respective Authorized Parties (as defined below) will be kept confidential by Recipient and its Authorized Parties.

NOW, THEREFORE, in consideration of these recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Certain Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

- a) “Authorized Parties” means the officers, directors, employees, legal counsel, or accountants, of Recipient.

b) “Confidential Information” means all Documents associated with a Rule 20 Project, all written or recorded or oral information, data, analyses, documents, and materials furnished or made available by SDG&E or its Representatives to the Recipient or its Authorized Parties in connection with this Agreement, and any and all analyses, compilations, studies, documents, or other material prepared by the Recipient or its Authorized Parties to the extent containing or based upon SDG&E’s Confidential Information. Confidential Information does not include information, data, analyses, documents, or materials that (i) are when furnished, or thereafter become, available to the public other than as a result of a disclosure by Recipient or its Authorized Parties, or (ii) are already in the possession of or become available to Recipient or its Authorized Parties on a nonconfidential basis from a source other than SDG&E or its Representatives, provided that, to the best knowledge of Recipient or its Authorized Parties, as the case may be, such source is not and was not bound by an obligation of confidentiality to SDG&E or its Authorized Parties, or (iii) Recipient or its Authorized Parties can demonstrate has been independently developed without a violation of this Agreement.

c) “Documents” mean, with respect to a Rule 20 Project, only the following information: (1) project bids, (2) purchase orders, (3) contracts, (4) invoices, (5) payments, and (6) calculations of overhead costs and any other charges for SDG&E’s work on such Rule 20 Project by line item.

d) “Representatives” means the officers, directors, employees, legal counsel, accountants, advisors, or other agents of a Party, or any of a Party’s affiliates.

ARTICLE 2 CONFIDENTIALITY

Section 2.1 Confidentiality Obligations. Except as otherwise expressly agreed in writing by SDG&E, and except as otherwise agreed in Section 2.2 below, Recipient shall, and shall cause its Authorized Parties to, for a period of five (5) years from receipt of the Confidential Information, (A) keep strictly confidential and take necessary precautions and implement all requisite procedures and practices to protect against the disclosure of all Confidential Information, and (B) use all Confidential Information solely for the purposes of evaluating the Project and not for any other purpose. Notwithstanding anything contained herein to the contrary, Recipient may disclose Confidential Information to those of its Authorized Parties who have a strict need to know the information for the purposes of directly evaluating the Rule 20 Project if, prior to being given access to Confidential Information, those Authorized Parties are informed of the information’s confidential nature and the requirements of this Agreement, and are directed to comply with the requirements of this Agreement, and Recipient uses reasonable efforts to prevent or limit the disclosure of Confidential Information by such Authorized Representative. Recipient and its Authorized Representatives who receive Confidential Information in accordance with this Section (Recipient together with such Authorized Representative, the “Receiving Party”) shall each hold Confidential Information in confidence with at least the same degree of care with which it protects its own confidential and proprietary information. Recipient will be responsible for any breach of the Agreement by its Authorized Parties.

Section 2.2 Legal Compulsion; Duty to Seek Protection. If the Receiving Party is required by law or regulatory authority or otherwise becomes legally compelled (by oral questions, interrogatories, discovery or data requests, subpoena, or similar legal process) to disclose Confidential Information, the Receiving Party will provide SDG&E with prompt notice so that SDG&E may seek (with the Receiving Party's reasonable cooperation, if requested by SDG&E) a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, or that SDG&E waives compliance with the provisions of this Section 2.2, the Receiving Party will furnish only that portion of the Confidential Information which is legally required and will exercise its reasonable efforts to obtain assurance that Confidential Information will be treated as confidential. Notwithstanding the foregoing, if Recipient is a public entity subject to the California Public Records Act (California Government Code Section 6250 et seq.) ("CPRA"), Recipient acknowledges that SDG&E may submit information to Recipient that SDG&E considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the CPRA, and: (1) Recipient shall provide Notice to SDG&E of any disclosures required in accordance with the CPRA, (2) Recipient shall redact all Confidential Information, that is protected from disclosure pursuant to an exemption to the CPRA, contained within any disclosed documents prior to any such disclosure, and (3) Recipient shall afford SDG&E a reasonable opportunity to review such redactions and propose additional redactions.

Section 2.3 Ownership and Return of Information. All Confidential Information shall be and remain the property of SDG&E. Nothing in this Agreement shall be construed as granting any rights in or to Confidential Information to the Receiving Party, except the right of review and use in accordance with the terms of this Agreement. Upon written request by SDG&E, the Receiving Party shall destroy or return to SDG&E all of SDG&E's Confidential Information; except the Receiving Party shall be entitled to keep anything that may be stored in back up media or other electronic data storage systems, latent data and metadata. The return, destruction or permitted retention of any Confidential Information shall not release the Receiving Party from its obligations under this Agreement.

Section 2.4 No Representation or Warranty. SDG&E makes no representation nor any warranty as to the accuracy or completeness of any Confidential Information in connection with this Agreement, except as otherwise agreed to in writing. SDG&E nor its Representatives shall have any liability relating to or arising from the Receiving Party's use of or reliance upon Confidential Information in connection with this Agreement.

ARTICLE 3 MISCELLANEOUS

Section 3.1 Enforcement. The Parties agree that irreparable damage would occur if this Agreement were not performed in accordance with its terms or were otherwise breached. Accordingly, SDG&E may be entitled to seek an injunction or injunctions to prevent breaches, potential breaches, or threatened breaches of this Agreement and to enforce specifically its provisions in any court of competent jurisdiction, in addition to any other remedy to which SDG&E may be entitled by law or equity, without posting of bond or other security and without proof of damages. The failure of SDG&E to enforce at any time any of the provisions of the Agreement or to require at any time performance by Recipient of any of such provisions, shall in no way be

construed as a waiver of such provision or a relinquishment of the right thereafter to enforce such provision.

Section 3.2 Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof.

Section 3.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect so long as the economic and legal substance of this Agreement are not affected in a manner materially adverse to either Party.

Section 3.4 Headings and Interpretation. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto. This Agreement shall be construed as if each Party was its author and each Party hereby adopts the language of this Agreement as if it were its own.

Section 3.5 Counterparts and Electronic Signatures. This Agreement may be executed in one (1) or more counterparts, each such executed counterpart being an original instrument but together constituting one (1) agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

Section 3.6 Notices. Any communications required or permitted pursuant to this Agreement shall be deemed to have been given (a) on the second business day after being deposited in the U.S. mail, registered or certified and with proper postage prepaid, (b) on the first business day after being deposited with FedEx or other recognized overnight courier service with proper fees prepaid, or (c) on the business day on which it is sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section:

if to SDG&E:

San Diego Gas & Electric Company
[ADDRESS]
Attention:
Email:

if to Recipient:

[Recipient INFORMATION FOR NOTICES]

or to such other address or fax number as either Party may, from time to time, designate in a written notice given in a like manner.

Section 3.7 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. Rights and obligations under this Agreement shall not be assignable by either Party or their successors or assigns without the prior written consent of the other Party. This Agreement is not intended to confer any rights or remedies upon any other Persons other than the Parties.

Section 3.8 Governing Law and Venue. This Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of California, without giving effect to the conflict of law principles thereof. The Parties agree to submit all disputes arising out of or relating to this Agreement to the state or federal courts located in San Diego, California, and waive any and all objections to the right of such courts to grant such relief, including without limitation objections of improper jurisdiction or venue or forum non conveniens.

Section 3.9 Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of the requirements and provisions of this Agreement must be in a writing signed by the Party waiving its rights hereunder. The failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any of such provisions shall in no way be construed as a waiver of such provision or a relinquishment of the right to enforce such provision thereafter.

Section 3.10 No Waiver of Privileges. Nothing in this Agreement is intended to waive any attorney-client, work-product, or other privilege applicable to any statement, document, communication or other material of a Party or the Parties.

Section 3.11 Term. This Agreement is effective as of the Effective Date. Either Party may terminate this Agreement for any reason or no reason, with or without cause, by providing thirty (30) days prior written notice to the other of its intention to terminate; provided, however, that the terms of this Agreement remain applicable to any Confidential Information for the term set forth in Section 2.1 and, notwithstanding expiration of the term set forth in Section 2.1, neither Party may use the other Party's name for marketing purposes without the other Party's prior written consent.

Section 3.12 No Agency. Nothing in this Agreement shall be construed to render either Party an agent, employee, representative, joint venturer or partner of the other Party.

Section 3.13 Complete Agreement. This Agreement fully expresses the Parties' agreement concerning the subject matter hereof and supersedes any prior agreements or understandings regarding the same subject matter.

Section 3.14 Authority. The signatories hereto represent that they have been duly authorized to enter into this Agreement on behalf of the Party for whom they sign.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the Effective Date.

[RECIPIENT NAME],
a [formation]

**SAN DIEGO GAS & ELECTRIC
COMPANY,**
a California corporation.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: