TRANSMISSION PROJECT REVIEW PROCESS NON-DISCLOSURE AGREEMENT

1. This Non-Disclosure Agreement (“Agreement”) shall govern the use of all Confidential Materials produced between and among [add utility name] and [add stakeholder name] pursuant to the Transmission Project Review Process (“TPR Process”) approved by the California Public Utilities Commission (“CPUC”) in Resolution E-5252. This Agreement shall remain in effect until all Confidential Materials are returned to the producing Participant or destroyed by the receiving Participant.
2. A Participant producing the Confidential Materials shall physically mark them on each page as “CONFIDENTIAL MATERIAL,” or with words of similar import, to indicate that they are Confidential Materials. This Agreement applies to the following two categories of Confidential Materials:
	1. Materials that customarily are treated by the Participant as sensitive, private, proprietary or otherwise confidential, that are not available to the public, and that, if disclosed, would subject that Participant and/or its customers to a risk of competitive disadvantage, breach of confidentiality requirements or commitments, or other potential business injury.
	2. Materials that contain critical energy infrastructure information, as defined in 18 C.F.R § 388.113(c)(1) (“Critical Energy Infrastructure Information”), or successor regulation and can satisfy the baseline showing requirements for Critical Infrastructure Confidentiality Claims set forth in CPUC General Order 66-D, or successor regulation.
3. For purposes of this Agreement, the following words or phrases shall have the following meanings:
	1. “Non-Disclosure Certificate” means the certificate annexed hereto by which Participants who have been granted access to Confidential Materials shall certify their understanding that such access to Confidential Materials is provided pursuant to the terms and restrictions of this Agreement, and that such Participants have read the Agreement and agree to be bound by it.
	2. “Participant” means [utility name] and/or [stakeholder name].
	3. “Confidential Materials” mean any of the following:
		1. Materials provided by a Participant pursuant to the TPR Process and designated by the producing Participant as Confidential Materials in accordance with Paragraph 2.
		2. Any information contained in or obtained from such designated Confidential Materials.
		3. Notes of Confidential Materials.
		4. Copies of Confidential Materials.
	4. “Notes of Confidential Materials” means memoranda, handwritten notes, or any other form of information (including an electronic form) that copies or discloses Confidential Materials described in Paragraph 3(c)(1).
	5. “Confidential Materials” do not include any of the following:
		1. Any information or document that has been filed with and accepted into the public files of the California Public Utilities Commission or is contained in the public files of any other federal agency, state agency, federal court, or state court, unless the information or document has been determined to be protected by such agency or court.
		2. Information that is public knowledge or that becomes public knowledge, other than through disclosure in violation of this Agreement.
	6. “Confidential Materials” include any information or document contained in the files of FERC that has been designated by FERC as Critical Energy Infrastructure Information.
	7. “Reviewing Representative” means a person who has signed a Non-Disclosure Certificate or who may otherwise review Confidential Materials pursuant to Section 6 below.
4. Access to Confidential Materials shall be limited pursuant to Paragraph 6. Confidential Materials shall be treated as confidential by each Participant. However, Reviewing Representatives may make copies of Confidential Materials and may make notes of Confidential Materials. Confidential Materials, including, without limitation, any information that can reasonably be used to identify an individual, consumer, family, household, residence or non- residential customer, shall be maintained in a secure place and protected by each Participant using reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure, including, without limitation, encryption of the Confidential Materials, password-protected workstations, and documented training of all persons with access to the Confidential Materials. Under no circumstances shall any Participant receiving Confidential Materials sell or obtain any consideration for transfer of the Confidential Materials to any third party.
5. If a Reviewing Representative’s scope of employment includes the marketing of energy, the direct supervision of any employee or employees whose duties include the marketing of energy, the provision of consulting services to any person whose duties include the marketing of energy, or the direct supervision of any employee or employees whose duties include the marketing of energy, that Reviewing Representative shall not use information contained in any Confidential Materials obtained under this Agreement to give any Participant or any competitor of any Participant a commercial advantage.
6. Except as provided in Paragraph 7, a Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Confidential Materials pursuant to this Agreement unless that Reviewing Representative has first executed a Non- Disclosure Certificate. A copy of each executed Non-Disclosure Certificate shall be provided to

counsel for the Participant asserting confidentiality prior to disclosure of any Confidential Material to that Reviewing Representative. [Utility] shall maintain a list of all Participants and their contact information.

1. If an attorney qualified as a Reviewing Representative has executed a Non-Disclosure Certificate, the paralegals, secretaries, and clerical personnel under the attorney’s supervision or control do not need to execute a Non-Disclosure Certificate. Attorneys qualified as Reviewing Representatives are responsible for ensuring that such persons under their supervision or control comply with this Agreement.
2. Any Reviewing Representative may disclose Confidential Materials to any other Reviewing Representative if the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. If any Reviewing Representative to whom Confidential Materials are disclosed ceases to be engaged in the TRP Process, access to Confidential Materials by that person shall be terminated. Even if no longer engaged in the TPR Process, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the certification.
3. No Participant waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Confidential Materials.
4. Nothing in this Agreement precludes a Participant from challenging the designation of any material as Confidential Materials. In the event a Participant challenges the designation of Confidential Materials or the improper redaction thereof in the dispute resolution process outlined in section 6 of the TPR Process Description in Attachment A to Resolution E-5252, the Participant requesting confidential treatment bears the burden of proving why any particular data, document, or portion of a document, must or should be designated confidential and redacted in the manner proposed.
5. This Agreement shall be governed and construed according to the laws of the State of California. Participants agree to comply with all federal, state, and local laws governing the protection of the Confidential Materials and all applicable laws, rules, and regulations protecting consumer privacy, including, without limitation, the California Consumer Privacy Act.

[Add utility signature information] [Add stakeholder signature information]

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential Materials is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement in this process, that I have been given a copy of and have read the Non-Disclosure Agreement, and that I agree to be bound by it. I understand that the contents of the Confidential Materials, any notes or other memoranda, or any other form of information that copies or discloses Confidential Materials, shall not be disclosed to anyone other than in accordance with that Non-Disclosure Agreement.

By: Printed Name: Title: Representing: Date: Email: