



**Pacific Gas and
Electric Company®**

PACIFIC GAS AND ELECTRIC COMPANY NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("Agreement") is by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), and _____ County of Fresno _____ (the "Receiving Party"). (Company)

RECITALS

WHEREAS, at the request of the Receiving Party, PG&E agrees to share maps for its gas and electric facilities in the Receiving Party's project area, which is Proprietary Information, with the Receiving Party, as defined below in "Definition" Paragraph 3, "PROPRIETARY INFORMATION," and

WHEREAS, the Receiving Party commits to protect, use, handle, and safeguard the Proprietary Information it receives from PG&E in accordance with the duties and responsibilities set forth herein, giving it the same degree of care as the Receiving Party exercises with its own Proprietary Information to prevent its unauthorized disclosure.

DEFINITION

1. "PARTIES" as used herein means PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California Corporation, and _____ County of Fresno _____ (the "Receiving Party"). (Company)
2. "AGREEMENT" as used herein means an arrangement between two Parties, a properly executed and legally binding contract. This Agreement shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind.
3. "PROPRIETARY INFORMATION" as used herein means PG&E's gas and electric facility maps in their entirety, which may disclose confidential customer and/or critical energy infrastructure information.
4. "NEED TO KNOW" as used herein means PG&E's information or data disclosed with the Receiving Party will be kept as Proprietary Information in confidence and the Receiving Party will not disclose such Information to third parties or any other persons unless that third party or person has an agreement in writing to be bound by a like obligation of confidentiality with respect to PG&E's Proprietary Information as the Receiving Party is bound (Non-Disclosure Agreement).

AGREEMENT

NOW, THEREFORE, for valuable consideration, the Parties agree as follows:

1. **PURPOSE AND USE:** The purpose of this Agreement is to protect PG&E Proprietary Information. The Receiving Party may use any Proprietary Information received hereunder for the purpose of avoiding or minimizing utility conflicts and subsequent relocations within project scopes. The Receiving Party may only reproduce the following items from PG&E's gas maps on the Receiving Party's project-related plans, drawings, or other documentation intended for public disclosure: approximate pipeline location, nominal pipeline diameter, pipeline material, and pressure category (high pressure or low pressure) for PG&E's gas distribution mains and transmission pipelines. The Receiving Party may only reproduce the following items from PG&E's electric maps on the Receiving Party's project-related plans, drawings, or other documentation intended for public disclosure: approximate conduit size and location of underground distribution electric facilities and poles.
2. **NON DISCLOSURE:** Subject to "Agreement" Paragraph 5, "Exceptions to Non-Disclosure," the Receiving Party agrees to keep Proprietary Information (excluding the items allowed to be reproduced on public documentation as outlined in "Agreement" Paragraph 1, "Purpose and Use") in confidence and not



disclose such Information to third parties or any other persons except employees, agents, consultants, or subcontractors of the Receiving Party with a "need to know" in order to accomplish the sole purpose stated above, and provided that such third parties shall first have agreed in writing to be bound by a like obligation of confidentiality with respect to PG&E's Proprietary Information as the Receiving Party is bound.

3. **OWNERSHIP OF PROPRIETARY INFORMATION:** All Proprietary Information delivered by PG&E to the Receiving Party pursuant to this Agreement shall be and remain the property of PG&E.

4. **NO LICENSE RIGHTS:** This Agreement and any Proprietary Information used or disclosed hereunder shall not be construed as granting, expressly or by implication, to the Receiving Party any rights by license or otherwise to such Proprietary Information or to any invention or patent or patent application now or hereafter owned or controlled by PG&E.

5. **EXCEPTIONS TO NON-DISCLOSURE:** Notwithstanding "Agreement" Paragraph 2, "Non-Disclosure," the Receiving Party shall not be liable under this Agreement for a disclosure or use of Proprietary Information received hereunder where the Proprietary Information:

- 5.1 was in the public domain at the time of the disclosure or is subsequently made available to the general public without restriction and without breach of this Agreement; or
- 5.2 was known by the Receiving Party at the time of disclosure without restrictions on its use, or was independently developed by the Receiving Party without reliance on, use of, or strategic guidance derived from the Proprietary Information, each as shown by adequate documentation; or
- 5.3 is disclosed to the Receiving Party by a third party without restriction and without breach of any agreement; or
- 5.4 is disclosed with the prior written approval of PG&E; or
- 5.5 is used or disclosed pursuant to a court order, subpoena or other lawful order of a court or a request for information or audit from a governmental authority of competent jurisdiction, or a request pursuant to the California Public Records Act, provided that prior to such disclosure, PG&E is given prompt notice of the required disclosure so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of an injunction to prohibit such disclosure.

6. **INJUNCTIVE RELIEF:** Each Party hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement, and (b) any breach causes PG&E irreparable harm, for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

7. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

8. **TERM AND TERMINATION:** Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice. Termination shall not abrogate the Receiving Party's obligations hereunder for Proprietary Information received prior to the date of termination. The nondisclosure provisions of this Agreement shall survive the termination hereof and shall continue until written permission is obtained from PG&E releasing Receiving Party from its confidentiality obligations hereunder.

This Agreement shall be in effect from the date it was entered and effective as set forth herein and



shall continue in effect for three years. Thereafter, the Agreement shall terminate, unless the parties agree in writing to extend the term of this Agreement

9. RETURN OF PROPRIETARY INFORMATION: Upon termination of this Agreement, the Receiving Party shall destroy any and all Proprietary Information, including copies thereof received under this Agreement. Notwithstanding the foregoing, the Receiving Party may retain copies of any Proprietary Information required to establish regulatory compliance.

10. GENERAL PROVISIONS

- 10.1 NOT A JOINT VENTURE: Each Party shall use its own resources and funds in carrying out the provisions of this Agreement, and neither Party shall be required to reimburse the other for expenditures or costs incurred hereunder. This Agreement shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind.
- 10.2. NO FUTURE CONTRACT RIGHTS: This Agreement and the disclosure of Proprietary Information hereunder is not an offer, promise or acceptance of any future contract or amendment of any existing contract.
- 10.3 NO WARRANTIES OR REPRESENTATIONS: Neither Party makes any warranty or representation of any kind, either express or implied, concerning the Proprietary Information exchanged under this Agreement. The Receiving Party shall not rely on the Proprietary Information for any purpose other than to make its own evaluation thereof.
- 10.4 GOVERNING LAW: 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.
- 10.5 BINDING AGREEMENT: This Agreement shall be binding upon the Parties, their successors and assigns. This Agreement contains the entire understanding between the Parties with respect to Proprietary Information received hereunder. No change or modification shall be made effective unless in writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, this Agreement is effective as of the date of signature (the "Effective Date"), as indicated below.

RECEIVING PARTY:

County of Fresno

Company



Signature of Authorized Agent of Company

Nathan Magsig

Name (Print)

Chairman of the Board of Supervisors of the County of Fresno

Title

9-24-2024

Date of Signature ("Effective Date")

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By:



Deputy