

San Diego Gas & Electric Company
Confidentiality and Non-Disclosure Agreement applicable to WDAT Cluster Studies

This Confidentiality and Non-Disclosure Agreement applicable to WDAT Cluster Studies (“Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between San Diego Gas & Electric Company (“SDG&E”) and _____ (“Receiving Party”).

WHEREAS, the Receiving Party is submitting/has submitted an Interconnection Request under SDG&E’s Wholesale Distribution Access Tariff (“WDAT”) requesting interconnection service to SDG&E’s Distribution System under the WDAT.

WHEREAS, by so doing is an Interconnection Customer (“IC”) under the WDAT Generator Interconnection Procedures (“WDAT GIP”) and has requested evaluation of its proposed Generating Facility under the WDAT Cluster Study Process as set forth in the WDAT GIP.

WHEREAS, under the course of the WDAT Cluster Study Process, Receiving Party may receive Confidential Information, as defined in the WDAT GIP and as specified further herein.

WHEREAS, SDG&E is willing to provide such Confidential Information to the Receiving Party under suitable contractual limits and protection concerning the disclosure and use of Confidential Information as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, SDG&E and the Receiving Party agree as follows:

1. Identity of Receiving Party. In order to receive Confidential Information under this Agreement, Receiving Party must attest to be one of the following:
 - a. An Interconnection Customer that is submitting/has submitted an Interconnection Request to SDG&E under the WDAT GIP; or
 - b. A developer of a Generating Facility having a pending or proposed Generating Facility and who is performing studies in contemplation of filing and Interconnection Request under the WDAT GIP; or
 - c. An entity providing consulting services or support (“Consulting Entity”) to a Receiving Party in relation to an Interconnection Request under the WDAT GIP. Both the Consulting Entity and the Receiving Party must each execute a complete copy of this Agreement, and any consulting entity must also submit Exhibit C to this Agreement to SDG&E; or

The Receiving Party shall complete and return to SDG&E Exhibit B of this Agreement in order to facilitate SDG&E's confirmation of Receiving Party's identity and eligibility to receive Confidential Information, including eligibility to receive Critical Energy Infrastructure Information ("CEII"). If the Receiving Party is a Consulting Entity, the Consulting Entity must also complete and return to SDG&E Exhibit C of this Agreement. As pertinent information changes, the Receiving Party must update Exhibits B and C.

2. Definitions.

- a. Confidential Information is defined in the WDAT GIP and additional defined in this Agreement to mean all information provided to the Receiving Party under the course of the WDAT Cluster Study Process that is subject to this Agreement, which may include, without limitation:
 - i. Base cases or Interconnection Base Case Data that SDG&E may make available under the WDAT GIP or this Agreement,
 - ii. Contingency or sensitivity lists or files,
 - iii. Any other electronic or hard data files used by SDG&E to perform the WDAT Cluster Studies,
 - iv. Any previously completed WDAT Cluster Study results/reports,
 - v. Any information regarding SDG&E's Distribution System that may be disclosed during the WDAT Cluster Study Process,
 - vi. Any information, including sensitive financial information regarding costs and construction schedules of potential interconnection facilities, distribution upgrades, or network upgrades for any other Generating Facilities participating in the WDAT Cluster Study Process that are pertinent to the Receiving Party and may be disclosed during the course of the WDAT Cluster Study Process, including discussions in group Scoping and/or Results Meetings,
 - vii. CEII,
 - viii. All other written or electronic materials marked "Confidential", "Proprietary" or with words of similar import provided to the Receiving Party, and
 - ix. All observations of equipment (including computer screens) and oral disclosures during the course of the WDAT Cluster Study Process of SDG&E's Distribution System, operations, and activities that are indicated as confidential or proprietary at the time of observation or disclosure. Confidential Information includes portions of documents, records and other material forms or representations which the

Receiving Party may create, including without limitation handwritten notes or summaries, that contain or are derived from such Confidential Information.

- b. Third Party means any person or entity other than the Receiving Party, its employees, or affiliates.

3. Use of Confidential Information. The Receiving Party acknowledges and agrees that the Confidential Information constitutes confidential and/or proprietary information of SDG&E. The Receiving Party shall use the Confidential Information received hereunder for the following purposes only:
- i. In connection with the Receiving Party's review and analysis of any study results from the WDAT Cluster Study Process; or
 - ii. In connection with the Receiving Party's review of Interconnection Base Case Data or Interconnection Studies for evaluation of its Interconnection Request or a possible future Interconnection Request; or
 - iii. For use in pleadings before the Federal Energy Regulatory Commission or the California Public Utilities Commission in all proceedings in which any study results are relevant, provided that the Receiving Party requests confidential treatment of all information subject to this Agreement.

The Receiving Party shall not use the Confidential Information for any other use without the prior written consent of SDG&E. For purposes of this Agreement, the Receiving Party shall not be in violation for reproducing, duplicating or otherwise copying the Confidential Information for purposes of data recovery or storage, provided that the Confidential Information remains in the control of the Receiving Party.

4. Non-Disclosure. Subject to Paragraph 5 of this Agreement, the Receiving Party shall keep the Confidential Information in strict confidence and shall not disclose such information or otherwise make it available, in any form or manner, to any Third Party without the prior written consent of SDG&E. Moreover, Receiving Party represents, warrants, and covenants that security procedures and practices appropriate to the nature of CEII are in place and will be used at all times with respect thereto to protect it from unauthorized access, destruction, use, modification, or disclosure. Without limiting the generality of the foregoing or any other provision of this Agreement, Receiving Party shall access, collect, store, use, and disclose CEII

under policies, practices and notification requirements no less protective than those under which SDG&E operates.

5. The Receiving Party may disclose the Confidential Information only to those employees or affiliates (provided that such disclosure shall be subject to and limited by FERC's Standards of Conduct requirements and requirements regarding CEII, who have a need to know the Confidential Information, for purposes of the permitted use described in Paragraph 3 of this Agreement.
 - a. Internal Use by employees. The Receiving Party will cause each of its employees who will have access to the Confidential Information to acknowledge that they have read this Agreement and agree to abide by all of its terms, regarding the use and disclosure of the Confidential Information subject to this Agreement.
 - b. Internal Use by affiliates. The Receiving Party will cause each of its affiliates who will have access to the Confidential Information to execute and deliver to SDG&E a copy of this Agreement and Exhibits A and B, and with respect to all individual persons from such affiliate that will receive Confidential Information, have those individuals execute a form of Exhibit A and deliver it to SDG&E.

It is the ongoing responsibility of the Receiving Party to ensure that (i) Exhibit A is accurate, (ii) Exhibit A permits access only to a current employee of the Receiving Party, and (iii) a new Exhibit A and any notice of cancellation of such Exhibit is immediately submitted to SDG&E. The Receiving Party shall immediately report to SDG&E any unauthorized access to or disclosure of Confidential Information or other breach of this Agreement.

Notwithstanding the foregoing, the Receiving Party shall remain primarily responsible for any release of Confidential Information in contravention of this Agreement.

6. Exceptions to Non-Disclosure. Notwithstanding Paragraph 3 of this Agreement, the Receiving Party shall not have breached any obligation under this Agreement if the Confidential Information is disclosed to a Third Party when the Confidential Information:
 - a. was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or

- b. had been received by the Receiving Party at the time of disclosure through other means without restriction on its use, or had been independently developed by the Receiving Party as shown through documentation; or
- c. is subsequently disclosed to the Receiving Party by a Third Party without restriction on use and without breach of any agreement or legal duty;
- d. subject to the provisions of Paragraph 6 of this Agreement, is used or disclosed pursuant to a statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

7. Notice of Pending Third Party Disclosure.

- a. In the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena or other lawful process requiring the disclosure of the Confidential Information, the Receiving Party shall, to the extent legally permitted to do so, notify SDG&E immediately upon receipt thereof to facilitate SDG&E's efforts to prevent such disclosure or otherwise preserve the confidentiality of the Confidential Information.
- b. In the event that the Receiving Party is a federal, state or local governmental entity and/or is subject to public records law or regulation or any applicable municipal ordinance, the Receiving Party shall (i) notify SDG&E immediately upon receipt of a request for public records that include all or part of the Confidential Information, and (ii) treat the requested Confidential Information as except from disclosure.
- c. The Receiving Party shall not be in violation of this Agreement if it complies with an order of a court or governmental authority, or a public records law or regulation, requiring disclosure of the Confidential Information, after giving SDG&E ten (10) business days following the Receiving Party's notice to SDG&E of the requirement to disclose either to seek to maintain the confidentiality of such information as provided herein, or to notify the Receiving Party in writing that it will take no action to maintain such confidentiality.

8. Term and Termination. The term of this Agreement shall be two (2) years from the Effective Date, unless terminated earlier by either Party with five (5) days prior written notice. Termination shall not extinguish any claim, liability or cause of action under this Agreement existing at the time of termination.

9. Provisions Surviving Termination. The provisions of Paragraphs 3, 4, 5, 6, 7, 11, 12, 13, and 14 shall survive the termination of this Agreement for a period of ten (10) years from the Effective Date, except as to GIS CELL, in which such rights, obligations and restrictions set forth herein shall remain in full force and effect in perpetuity. The provisions of Paragraph 9 shall continue after termination of this Agreement until satisfied.

10. Return or Destruction of Confidential Information. Upon termination of this Agreement, all Confidential Information in the possession or control of the Receiving Party, including its employees or affiliates, shall be returned to SDG&E, including all copies of such information in any form whatsoever, unless otherwise instructed in writing by SDG&E. However, if the Confidential Information is retained in the computer backup system of the Receiving Party, the Confidential Information will be destroyed in accordance with the regular ongoing records retention process of the Receiving Party, or the Confidential Information will be retained under applicable law, court order, regulation, or competent authority of any governmental body. In lieu of return, the Receiving Party may certify to SDG&E in writing that all such information, in any form whatsoever, has been destroyed.

11. Notices.

- a. Representatives and Addresses. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing, unless otherwise agreed by the parties, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, or by electronic mail transmission with an original sent immediately thereafter by postage prepaid mail and properly addressed as follows:

If to Receiving Party:

Name of entity: _____

Name of contact person: _____

Title of contact person: _____

Address: _____

Telephone: _____

Email: _____

If to SDG&E:

San Diego Gas and Electric Company

Attention: Customer Generation

8316 Century Park Court CP52F

San Diego, CA 92123-1582

Phone: 858-636-5585

E-Mail:WDATGIPAPPLICATIONS@semprautilities.com

- b. Changes to Representatives and Addresses: A party hereto may from time to time change its representative or address for the purpose of notices to that party by a similar notice specifying a new representative or address, but no such change shall be deemed to have been given until such notice is actually received by the party being so notified.
- c. Effective Date of Notices: All notices and other communications required or permitted under this Agreement that are addressed as provided in this Paragraph 10 shall be effective upon delivery.

12. Complete Agreement: No Other Rights.

- a. This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter thereof, and supersedes all discussions, negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date of this Agreement, with respect to its subject matter. No change to this Agreement shall be effective unless agreed to in writing by the parties hereto.
- b. This Agreement is not intended to create any right in or obligation of any party or third party other than those expressly stated herein.

13. No Warranties or Representations. Any Confidential Information disclosed by SDG&E under this Agreement carries no warranty or representation of any kind, either express or implied. The Receiving Party shall not be entitled to rely on the accuracy, completeness or quality of the Confidential Information, even for the purposes stated in Paragraph 1.

14. Injunctive Relief. The Receiving Party agrees that, in addition to whatever other remedies may be available to SDG&E under applicable law, SDG&E shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by the Receiving Party or any Third Party. The Receiving Party agrees that it shall bear all costs and expenses, including reasonable attorney's fees, that may be incurred by SDG&E in enforcing the provisions of this Paragraph 13, only if SDG&E prevails in the litigation.
15. Governing Law/Venue. This Agreement is made in the State of California and shall be governed by and interpreted in accordance with its laws. San Diego, California shall be the exclusive venue for any litigation relating to this Agreement.
16. Assignment. This Agreement shall be binding upon the parties and their successors and assigns. The Receiving Party shall not assign this Agreement without SDG&E's prior written consent.
17. Construction of Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any party, but shall be construed in the manner that most accurately reflects the parties' intent as of the date they executed this Agreement.
18. Signature Authority. Each person signing this Agreement warrants that he or she has been duly authorized by the party for whom he or she signs to execute this Agreement on behalf of that party. Execution of this Agreement may be achieved via electronic signature application and such electronic signature will be as valid as a wet signature.
19. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement.
20. Consistency with Federal Laws and Regulations. Nothing in this Agreement shall compel any person or federal entity to: (1) violate federal statutes or regulations; or (2) in the case of a federal agency, to exceed its statutory authority, as defined by any applicable federal statutes, regulations, or orders lawfully promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

San Diego Gas & Electric Company

By: _____

Signer Name: _____

Signer Title: _____

Receiving Party

By: _____

Signer Name: _____

Signer Title: _____

Exhibit A

INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION AGREEMENT APPLICABLE TO WDAT CLUSTER STUDY PROCESS

The undersigned, _____ [name of representative of Receiving Party] employed by _____ [Company Name], hereby acknowledges that he or she has received a copy of the Confidentiality and Non-Disclosure Agreement applicable to the WDAT Cluster Study Process dated _____ [insert effective date] between San Diego Gas & Electric Company and the Receiving Party designated therein ("Agreement"). The undersigned hereby acknowledges that the undersigned has read the Agreement and understands the importance of maintaining the confidentiality of Confidential Information (as defined in the Agreement and the WDAT GIP), the provisions of the Agreement relating to such confidentiality and the limitations on the use of such Confidential Information. In consideration thereof, the undersigned agrees to be bound by all of the provisions of the Agreement.

ADDITIONAL CEII REQUESTOR ELIGIBILITY INFORMATION

To establish eligibility for access to Critical Energy Infrastructure Information ("CEII"), the undersigned verifies that the following names have been used in the past, including the dates and places those names were used:

[insert any "past names" used from the electronic signature application]

The undersigned (check one) _____ is _____ is not engaged in marketing, sales or brokering, which means a sale or resale of electric energy in interstate commerce. Marketing functions means: (1) in the case of public utilities and their affiliates, the sale for resale in interstate commerce, or the submission of offers to sell in interstate commerce, of electric energy or capacity, demand response, virtual transactions, or financial or physical transmission rights, all as subject to an exclusion for bundled retail sales, including sales of electric energy made by providers of last resort (POLRs) acting in their POLR capacity as set forth at 18 C.F.R. Section 358.3(c).

Date signed: _____

Signature of Receiving Party: _____

Contact Name of Receiving Party: _____

Title of Contact representative: _____

Address of Contact representative: _____

Telephone of Contact representative: _____

Email of Contact representative: _____

Exhibit B

RECEIVING PARTY INFORMATION AND IDENTIFICATION STATEMENT FOR THE
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT APPLICABLE TO WDAT
CLUSTER STUDY PROCESS

Contact representative name for Receiving Party: _____

Effective Date of this Agreement: _____[signed date]

Please state, in detail, the need for, and intended use of the Confidential Information, including CEII:

Pursuant to Paragraph 1 of the Agreement, the Receiving Party asserts that it is eligible to receive Confidential Information and/or CEII because it identifies as one of the following:

- a. An Interconnection Customer that is submitting/has submitted an Interconnection Request to SDG&E under the WDAT GIP. If so, please provide any relevant identifying information pertaining to the Interconnection Request (such as project name, assigned SDG&E project ID, cluster number and queue date) [insert text field from electronic signature application or DIIS]
- b. A developer of a Generating Facility having a pending or proposed Generating Facility and who is performing studies in contemplation of filing and Interconnection Request under the WDAT GIP. If so, please provide any relevant identifying information pertaining to the project (such as project name, general size or locational parameters) [insert text field from electronic signature application]
- c. An entity providing consulting services or support (“Consulting Entity”) to a Receiving Party in relation to an Interconnection Request under the WDAT GIP. Consulting Entities must also include Exhibit C to this Agreement.
- d. An electric utility regulatory agency within the state of California. If so, please state authority so represented. [insert text field from electronic signature application]

By: _____

Signer Name: _____

Signer Title: _____

Date: _____

Exhibit C

CONSULTANT STATEMENT

Name of Consulting Entity: _____

Contact name for Consulting Entity: _____

Effective Date of this Agreement: _____

Type of business and state in which business organization formed [e.g., a California corporation]: _____

Address of Consulting Entity: _____

Consulting Entity has been engaged to provide technical support and analysis to the following entities:

[list]

Consulting Entity acknowledges and agrees that its review of Confidential Information is solely for the purpose of providing consultancy services to the Receiving Parties and that its use of Confidential Information shall be limited to the same. To the extent that Consulting Entity provides technical support and analysis to parties who are not eligible to receive the Confidential Information, and so are not eligible to sign this Agreement, Consulting Entity agrees that disclosure of Confidential Information to such parties is prohibited by the terms and conditions of this Agreement.

The undersigned agrees that he or she is authorized by the Consulting Entity to execute this Exhibit C to the Agreement.

Name of Consulting Entity: _____

Signed By: _____

Signer Title: _____

Date: _____

Telephone : _____

Email: _____ [
