SENATE BILL 1221 MAPPING DATA NONDISCLOSURE AGREEMENT

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This Senate Bill ("SB") 1221 Mapping Data Nondisclosure Agreement ("Agreement"), dated and effective as of _____ ("Effective Date"), is entered into by and between _____("Utility") and _____ ("Receiving Party") pursuant to the Ruling issued in response to the Utilities' Motion to Seal granting Utility the authority to treat certain information as "Confidential information," as specified therein. Receiving Party and Utility are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

A. On April 18, 2025, pursuant to Rulemaking ("R.") 24-09-012, the California Public Utilities Commission issued Assigned Commissioner's Ruling Issuing Senate Bill 1221 Mapping Directions to Utilities ("Ruling"), which, among other things, required that the Utilities submit certain mapping information to the Commission, with the option of filing for confidential treatment.
B. The Utilities claim certain SB 1221 Mapping Data, which are owned by, and in the possession of the Utilities, constitutes confidential and sensitive information, which they assert merits protection as confidential information.
C. On July 1, 2025, the Utilities submitted a Joint Motion to File Under Seal requesting that the information remain under seal on the basis that it is confidential and sensitive information.
D. On _____, pursuant to Rulemaking R.24-09-012, the Administrative Law Judges issued the Ruling Directing Gas Utilities to Provide Further Information Related to the Motion to File Under Seal and Approving a Non-Disclosure Agreement, which, among other things, requires each Utility to make Information Subject to the Motion to Seal that is deemed Confidential Information available to certain parties, subject to such parties executing a non-disclosure agreement attached to this Agreement and otherwise in accordance with and subject to the requirements of the Ruling.
E. Receiving Party, an interested party participating in R.24-09-012, that has requested that each Utility provide or make available the Confidential Information Subject to the Non-Disclosure Agreement, in accordance with and subject to the requirements of the Ruling and the terms of this Agreement.

NOW, THEREFORE, each Party, intending to be legally bound, hereby agrees as follows:

Certain Definitions. As used in this Agreement

a. "Information Subject to the Motion to Seal" means the information in the Utilities' SB 1221 Maps submitted to the Commission on or around July 1 in response to the April 18 ruling the Utility requests be deemed as confidential.

b. "Confidential Information" means any of the Information Subject to the Motion to Seal which the assigned Commissioner and/or the assigned Administrative Law Judges determines warrants confidential treatment or information as confidential SB 1221 Mapping Data. "Confidential Information" shall not include information: (i) submitted publicly to the Commission in the Utilities' SB 1221 Maps on or around July 1 in response to the April 18 ruling or subsequently submitted publicly to the Commission, including the public online material associated with these submissions; (ii) known to Receiving Party prior to obtaining any of the Information Subject to the Motion to Seal from Utility; (iii) in the public domain at the time of disclosure by Utility; (iv) lawfully obtained by Receiving Party from a third party who did not receive the same, directly or indirectly, from Utility; (v) independently developed by an individual or entity that had no access to the Information Subject to the Motion to Seal; or (vi) approved for release by prior written authorization of an authorized officer of Utility.

c. "Non-Disclosure Certificate" means the certificate, the form of which is attached hereto as Attachment 1, by which those who may be granted access to Confidential Information shall certify their understanding that such access to Confidential Information is provided or made available pursuant to the terms of this Agreement, and that they have read this Agreement and agree to be bound by it.

d. "Representative" means a director, officer, employee, consultant, agent, member, or legal counsel of Receiving Party who has (a) a need or an expressed interest to access the Information solely as part of the Purpose (as defined below in Agreement Section 2), and (b) signed a Non-Disclosure Certificate.

e. "Utilities" means San Diego Gas & Electric Company, Southern California Gas Company, Pacific Gas and Electric Company, Southwest Gas Corporation, and any of the other respondent Utilities in R.24-09-012 which requests confidential treatment of SB 1221 mapping data.

f. "Need to Know" as used herein means Confidential Information disclosed to the Receiving Party will be maintained 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 the Utilities' Proprietary Information as the Receiving Party is bound (Non-Disclosure Agreement).

g. Term; Survival. The term of this Agreement shall commence on the Effective Date and, notwithstanding the return or destruction of all or any part of Confidential Information, shall continue through December 31, 2030 unless sooner terminated upon the mutual agreement of the Parties in writing, or extended by the Parties or the Commission. Termination of this Agreement shall not abrogate Receiving Party's obligations under this Agreement for Confidential Information received prior to the date of termination.

AGREEMENT

1. The Receiving Party acknowledges that it will be given access to certain Confidential Information which is owned by, and in the possession of, a Utility, and which a Utility claims constitutes confidential and sensitive information. This access is in the form of an ArcGIS Online mapping tool and may or may not include other materials.

2. The receiving party further agrees to treat "Information Subject to the Motion to Seal" as if it were "Confidential Information" until the Commission makes a final non-appealable determination that such information does not warrant confidential treatment.

3. In consideration of receiving Information Subject to the Motion to Seal or Confidential Information, the Receiving Party hereby agrees to hold it in strict confidence and not to disclose it or otherwise make it available to any person or third party, other than Representatives of such Receiving Party who have a need to use or need to know the Information Subject to the Motion to Seal or Confidential Information, without the prior written consent of the appropriate utility. The Receiving Party agrees that all such Information Subject to the Motion to Seal or Confidential Information:

   (a) shall be used only for the purpose of participating in the consideration of SB 1221 issues in R.24-09-012 or other Commission proceeding explicitly implementing SB 1221;

   (b) shall not be disclosed to any person or third party not signing a Non-Disclosure Agreement;

(c) shall not be reproduced, copied, in whole or in part, except as specifically authorized and in conformance with each Utility's instructions when necessary for the purposes set forth in subsection 3(a) above; and

(d) shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by the Receiving Party therefrom, be returned to the utility or destroyed when no longer needed for the performance of Receiving Party's participation in consideration of SB 1221 issues in R.24-09-012 or other proceeding explicitly considering SB 1221 or upon the termination of this Agreement. Within 15 days of such date, the Receiving Party shall submit to the Utilities an affidavit that all Information Subject to the Motion to Seal has been returned to the Utilities or has been destroyed.

(e) Upon termination of this Agreement, the Receiving Party will have access to any ArcGIS Online mapping tool provided under this agreement revoked.

3. Confidential Information shall be protected by the Receiving Party using reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure, including, without limitation, encryption at rest of Confidential Information, password protected workstations, and documented training of all persons with access to Confidential Information. Under no circumstances shall the Receiving Party sell or obtain any consideration for transfer of Confidential Information to any third party.

4. The Receiving Party hereby agrees that, in addition to any other remedy each Utility may have at law or in equity, each Utility will have the right to obtain immediate temporary or preliminary injunctive relief, without posting of bond or other security and without proof of damages, enjoining any breach or threatened breach of this Agreement.

5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to provisions which may direct the application of laws of another jurisdiction. The Receiving Party agrees to comply with all federal, state, and local laws governing the protection of Confidential Information, including, without limitation, the California Consumer Privacy Act and all applicable laws, rules, and regulations protecting consumer privacy.

6. The Receiving Party agrees that information provided by the Utilities under this Agreement, including maps and data downloaded from a Utility's ArcGIS Online Tool and designated as Information Provided Under Seal or Confidential Information as defined herein, represents information to be held confidentially per this agreement that therefore shall not be subject to disclosure pursuant to California Public Records Act (Government

Code Sections 7920.000 et seq.) or Brown Act (Government Code Sections 54950 et seq.) or other similar public records statute requests.

7. The Commission retains the right, pursuant to appropriate process and Public Utilities Code Section 583, to reconsider the designation of Information Subject to the Motion to Seal as confidential and to order public disclosure of such information.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its authorized

representative as of the Effective Date.

[insert full legal name of Receiving Party]

By:

Name:

Title:

[insert Utility name]

By:

Name:

Title:

Attachment 1

SENATE BILL 1221 MAPPING DATA NONDISCLOSURE CERTIFICATE

NON-DISCLOSURE CERTIFICATE

I, the undersigned, hereby certify that:

1. I am a Representative (as defined in the NDA) of _____ ("Receiving Party");

2. I understand that access to the Information Subject to the Motion to Seal or Confidential Information (as defined in the NDA) will be provided or made available to me pursuant to the terms and restrictions of the Ruling (as defined in the NDA) and the certain Senate Bill 1221 Mapping Data Nondisclosure Agreement, dated and effective _____, by and between _____ and Receiving Party ("NDA");

3. 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 Representative; and

4. I shall not disclose or make available (other than in strict accordance with the NDA) to anyone the contents of the Information Subject to the Motion to Seal or Confidential Information or any other form of information that copies or discloses the Information Subject to the Motion to Seal or Confidential Information .

Printed Name:_____

Signed: _____

Title: _____

Organization:_____

Date: _____

[End of Attachment 1]