CONFIDENTIAL DATA SHARING AND USE NONDISCLOSURE AGREEMENT

THIS **CONFIDENTIAL DATA SHARING AND USE NONDISCLOSURE AGREEMENT** ("Agreement"), by and between Pacific Gas and Electric Company, a California corporation ("PG&E"), and The Regents of the University of California on behalf of the Berkeley Campus ("UC Berkeley" or "Recipient") , is effective as of the latest signature date below (the "Effective Date"). Each of PG&E and UC Berkeley is referred to herein as a "Party," and are collectively referred to as the "Parties."

RECITALS

WHEREAS, PG&E is an investor-owned utility that provides gas and electric service to millions of customers throughout Northern and Central California;

WHEREAS, PG&E will disclose Confidential Information to UC Berkeley for research purposes;

WHEREAS, the Parties recognize that research related to energy usage is in the public's interest; and

WHEREAS, UC Berkeley wishes to protect, use, handle, and safeguard the Confidential Information that it receives from PG&E in compliance with law and in accordance with the duties and responsibilities set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1.   <u>Purpose of Agreement</u>. The purpose of this Agreement is to permit PG&E to transmit to and share Confidential Information with UC Berkeley for the sole purpose of academic research ("Research"), undertaken by Professor Meredith Fowlie ("Investigator") or person(s) directly under her direction upon the terms and conditions in this Agreement. Investigator is performing a research project entitled "The Development of an Alternative Approach to Imputing Household-level Income and the Ways in Which Income Varies with Electricity Consumption" ("Project") as further described in Exhibit A and for no other purpose.

2.   <u>Data Ownership and Use</u>.   The Data to be furnished by PG&E consists of the items set forth in Exhibit B ("Data"). UC Berkeley will not use the Data for any purpose other than in fulfillment of the Project. UC Berkeley will not make any commercial use of the Data. PG&E will retain the unrestricted right to distribute the Data to other commercial or noncommercial entities. UC Berkeley acknowledges that the Data is the property of PG&E and that PG&E retains ownership of the Data. All data users from UC Berkeley will sign the acknowledgment in Exhibit C.

3.   <u>Non-Transferable Data and Data As Is</u>. UC Berkeley further acknowledges and agrees that Data is confidential to PG&E and will not transfer or otherwise disclose the Data to, or for the use thereof by, any third party under any condition. UC Berkeley shall maintain the Data in strict confidence, using precautions at least as strict as UC Berkeley takes to protect its own confidential information and data of a similar nature, and in any event no less than reasonable precautions. UC

Berkeley shall immediately notify PG&E upon discovery of any disclosure not authorized hereunder and take reasonable steps to prevent any further unauthorized disclosure or unauthorized use. UC Berkeley shall be responsible for ensuring the confidentiality of Data by UC Berkeley's employees. The Data is provided AS IS and PG&E makes no representations, conditions or warranties, either express or implied with respect to any of the Data. Without limiting the generality of the foregoing, PG&E expressly disclaims any implied warranty, condition or representation that the Data corresponds with a particular description, is of merchantable quality or fit for a particular purpose.

4. Confidential Information.

(a)   "Confidential Information" as used herein shall mean, collectively, all confidential and proprietary documents, Data, records, reports, agreements and associated documents; all technical, financial and business information of any kind; all written procedures; all data, specifications, technology, ideas, know-how, improvements, maps, technical drawings, inventions (whether or not patentable or copyrightable) and all information regarding PG&E-customers, including but not limited to Confidential Customer Information as defined below; that are provided by PG&E to UC Berkeley. To facilitate the protection of Confidential Information, PG&E agrees that it will mark Confidential Information as "Confidential" or include similar words or phrases to indicate that it is Confidential Information under this Agreement. Any Confidential Information provided orally will be reduced to writing and labeled as "Confidential" within ten (10) business days of disclosure.

(b)   "Confidential Customer Information" refers specifically to all personally identifying information of PG&E customers, including, but not limited to, name, address, telephone number, billing data, and/or customers' medical baseline information, and as identified in California Civil Code Section 1798.140(o) in the California Consumer Privacy Act , which defines "personal information." As used herein, "Confidential Customer Information" refers to a subset of "Confidential Information," and as such all terms in the Agreement that reference "Customer Information" also shall apply to Confidential Customer Information. In the event that Recipient requires such Confidential Customer Information, Recipient further agree that they will request, access, use, and/or disclose Confidential Customer Information only for the Project herein, and will do so consistent with all applicable laws, regulations, and orders related to the protection of customer privacy, and consistent with PG&E's privacy and security practices; and will only disclose the Confidential Customer Information to those who need to know the information to carry out the Project of this Agreement; and that Representatives (as defined below) may make copies of Confidential Customer Information, but such copies will become and be treated as Confidential Customer Information.

5.   Treatment and Use of Confidential Information.

(a)   Subject to Paragraph 5, entitled "Disclosure Required By Law or Regulation", UC Berkeley agrees to only use the Confidential Information for the Project indicated in Paragraph 1 and to keep the Confidential Information received from PG&E in strict confidence and not disclose such Confidential Information to any third parties. PG&E only authorizes, and UC Berkeley only will disclose, PG&E's Confidential Information to those employees, agents, consultants, or subcontractors of UC Berkeley including the researchers at UC Berkeley with a

"need to know" in order to accomplish the Project stated above ("Representatives"), conditioned upon (a) such Representative(s) signing the certification attached hereto as Exhibit C, binding said Representative(s) to the terms of this Agreement and (b) UC Berkeley's returning such executed certifications to PG&E. UC Berkeley shall keep PG&E's Confidential Information in a safe and secure location. UC Berkeley shall use any Confidential Information received hereunder only for internal evaluation and use consistent with the Project. Other than work supporting the Project, UC Berkeley further agrees that it will not modify, reverse engineer, reverse assemble, decompile, or reverse compile any software or other material contained in the Confidential Information of the other Party.

(b)   Furthermore, the Parties agree that PG&E is sharing Confidential Information to serve the public's interest which clearly outweighs publicly disclosing such Confidential Information. Accordingly, UC Berkeley agrees that in the event that UC Berkeley receives a California Public Records Act request for the Data provided, it will immediately inform PG&E so PG&E can put a protective order in place.

(c)   UC Berkeley agrees that it will not include any Confidential Information or Customer Confidential Information in any reports, or publications made in performance of the Purpose.

(d)   The restrictions on the disclosure of Confidential Information in this Paragraph shall not include information that as evidenced through written documentation:

1.   was publicly available at the time of the disclosure or is subsequently made available to the general public except through breach of this Agreement by UC Berkeley; or

2.   was or becomes known by UC Berkeley at the time of disclosure on a non-confidential basis from a source, other than PG&E, not known by UC Berkeley to be violation of any confidentiality obligations towards PG&E with respect thereto; or

3.   is disclosed with the prior written approval of PG&E; or

4.   is used or disclosed pursuant to a court order, subpoena or other lawful order of a court or governmental authority of competent jurisdiction in accordance with Paragraph 8 below.

6.   Data Security . All Data and Confidential Information (including without limitation any Confidential Customer Information or any other information that can reasonably be used to identify an individual, consumer, family, household, residence or non-residential PG&E customer) shall be protected by UC Berkeley using reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure, including, without limitation, encryption at rest and in transit of the Confidential Information, password-protected workstations, and documented training of all persons with access to the Confidential Information. Further, UC Berkeley represents and certifies that Confidential Information will not be transferred, processed, and/or stored anywhere outside of the UC Berkeley Campus and further agrees that it will isolate Confidential Information by providing dedicated logical or physical tenant environments or take any other action necessary for the protection of Confidential Information and for the prevention of data loss.

7. <u>Notification of Actual or Potential Disclosure</u>. In the event that UC Berkeley learns of an unauthorized disclosure or use of PG&E's Confidential Information by UC Berkeley or its Representatives not permitted under this Agreement, or reasonably believes such disclosure or use has occurred, UC Berkeley shall immediately notify PG&E and shall cooperate with PG&E in every reasonable way to help PG&E regain possession of such Confidential Information and to prevent its further unauthorized use. UC Berkeley shall be liable for any breach of this Agreement by its Representatives as though committed by UC Berkeley itself.

8. <u>Disclosure Required By Law or Regulation</u>.

(a) Subject to the terms of Paragraph 5, UC Berkeley otherwise shall have the right to disclose Confidential Information to the extent required by applicable law or regulation, provided that UC Berkeley shall give PG&E prompt written notice and sufficient opportunity to object to such use or disclosure, or to request confidential treatment of the Confidential Information. UC Berkeley shall use reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and to ensure that all Confidential Information that is so disclosed will be accorded confidential treatment to the extent permitted by a court, regulatory authority, governmental authority, and/or other body or entity requiring disclosure of the Confidential Information. In addition, and notwithstanding the requirements of this paragraph 5, the Parties recognize that PG&E's regulators have broad rights to request information from PG&E and that PG&E may disclose Confidential Information to its regulators, such as the California Public Utilities Commision ("Commission" or "CPUC") (including CPUC staff) and/or Federal Energy Regulatory Commission ("FERC"). In that event, PG&E will disclose such information subject to the regulators' respective confidentiality rules, provided that the notification and cooperation required under this paragraph shall apply to the extent permitted by law.

9. <u>No License or Rights</u>. UC Berkeley acknowledges that PG&E is the owner or licensee of PG&E's Confidential Information and has the sole right to disclose such Confidential Information. Nothing contained in this Agreement will be construed as obligating PG&E to disclose Confidential Information, or as granting to or conferring on UC Berkeley, expressly or by implication, any rights or licenses to PG&E's Confidential Information. This Agreement shall not be construed as granting, expressly or by implication, to UC Berkeley any rights by license or otherwise to such Confidential Information, including but not limited to any invention or patent or patent application now or hereafter owned or controlled by PG&E.

10. <u>Publications</u>. Subject to its obligations of nondisclosure set forth above, in the event that UC Berkeley shall publish the results of the Research. UC Berkeley shall provide PG&E with a copy of the intended publication, including any proposed scientific articles, papers and abstracts, at least thirty (30) days prior to submitting the same for publication, for PG&E's review and identification of any of PG&E's Confidential Information which was included and which PG&E wishes to have deleted. UC Berkeley agrees to remove such PG&E's Confidential Information prior to publication.

11. <u>Independent Activities.</u> The Parties further agree that this Agreement shall not be construed to limit either Party's right to independently develop or acquire data or information without use of or reference to the Confidential Information. PG&E acknowledges that UC

Berkeley may currently or in the future develop information internally, or receive information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that UC Berkeley will not develop or have developed data or information, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that UC Berkeley does not violate any of its obligations under this Agreement in connection with such development.

12.   Term and Termination. This Agreement shall take effect on the Effective Date and remain effective until September 30, 2031; provided, however, that either Party may terminate this Agreement by giving the other Party thirty (30) calendar days' notice in writing of its intention to terminate this Agreement. Termination shall not abrogate either Party's obligations under this Agreement for Confidential Information received prior to the date of termination, and such obligations shall survive this Agreement (i) for two years.

13.   Obligations on Termination. Upon termination of this Agreement and upon written request, UC Berkeley shall promptly destroy or return to PG&E hereunder any and all physical and/or electronic versions of the Confidential Information provided to it and/or its Representatives, including copies thereof, received under this Agreement, unless otherwise instructed in writing by PG&E; provided, that UC Berkeley shall have the right to retain one copy of Confidential Information for regulatory compliance or legal purposes, and shall not be obligated to purge extra copies of Confidential Information from electronic media used solely for disaster recovery backup purposes., provided that any such Confidential Customer Information retained for regulatory compliance, legal purposes or disaster recovery backup purposes is deleted, destroyed or anonymized. Within 15 days of such date, UC Berkeley shall submit to PG&E written confirmation that all Confidential Information has been returned to PG&E or has been destroyed. Confidentiality obligations with respect to any Confidential Information retained pursuant to this Paragraph shall continue to apply for so long as it is retained.

14.   Notices. Any notice required to be sent or given under this Agreement will be sent via electronic mail, addressed as follows:

PG&E:	The Regents of the University of California on behalf of the Berkeley Campus
Name: Manager, Data and Energy Management Products	
E-Mail: energydatarequest@pge.com	Name: Lynne Hollyer
Phone: (415)271-2644	E-Mail: lhollyer@berkeley.edu
	Phone: (510) 642-5758

Notice will be effective as of the date of delivery.

15.   Use of Names. Neither Party will disclose any information or make any news release, advertisement, public communication, response to media inquiry or other public statement regarding this Agreement, the Confidential Information disclosed, the Project and/or potential research relationship between the Parties, or the performance hereunder without the prior written consent of the other Party. Neither Party will make any reference to the other Party or to the existence of this Agreement in any advertising without the prior written consent of the other

Party, and neither Party will associate or in any way connect its name, trademark or any other intellectual property right to any name, trademark or any other intellectual property right of the other Party without the other Party's prior written consent. The fact that the Parties have entered into this Agreement does not constitute, nor does it imply in any way, endorsement by one Party of the other, and neither Party will indicate or imply that the other Party endorses, recommends, or vouches for it in any form of written, verbal, or electronic advertisement, communication, or any other business development effort, without the other Party's prior written consent.

16.   No Reimbursement of Costs. Each Party shall use its own resources and funds in carrying out the provisions of this Agreement, and neither Party shall reimburse the other for expenditures or costs incurred hereunder.

17.   No Warranties or Representations. Any Confidential Information exchanged under this Agreement shall carry no warranties or representations of any kind, either express or implied. UC Berkeley shall not rely on the Confidential Information for any purpose other than to perform its own research .

18.   No Business Arrangement. This Agreement shall not constitute, create, or otherwise imply a joint venture, teaming or pooling agreement, partnership, or business combination of any kind.

19.   No Agreement To Enter Into Transaction. Entry into this Agreement and/or the disclosure of Confidential Information hereunder shall not constitute an offer or acceptance or promise of any future contract or amendment of any existing contract. Unless and until a separate definitive agreement has been executed and delivered between the Parties relating to the subject matter of this Agreement, neither Party shall have any legal obligation with respect to any contemplated transaction because of this Agreement or any other written or oral expression with respect to any transaction except, in the case of this Agreement, for the matters specifically agreed to herein.

20.   Force Majeure. Neither Party shall be liable, in respect to any delay in completion of work hereunder or of the non-performance of any term or condition of this Agreement directly or indirectly resulting from delays by Acts of God; earthquakes; acts of the public enemy; strikes; lockouts; epidemics; riots; power failure; water shortage or adverse weather conditions; or other causes beyond the control of the parties. In the event of any of the foregoing, the time for performance shall be equitably and immediately adjusted, and in no event shall any party be liable for any consequential or incidental damages from its performance or non-performance of any term or condition of this Agreement. The Parties shall resume the completion of work under this Agreement as soon as possible subsequent to any delay due to force majeure.

21.   Remedies and No Waiver. Each Party agrees that, in addition to whatever remedies may be available to it under applicable law, each Party shall be entitled to seek injunctive relief with respect to any actual or threatened violation of this Agreement by the other. Each Party expressly agrees that it shall bear all costs and expenses, including attorneys' fees and costs, incurred by it in enforcing the provisions of this Agreement. It is further understood and agreed that no failure or delay by either Party hereto in exercising any right, power or privilege

hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

22.   Compliance with Applicable Law. UC Berkeley agrees to comply with all federal, state and local laws governing the protection of the Confidential Information, including, without limitation, the California Consumer Privacy Act and all applicable laws, rules and regulations protecting consumer privacy, including those promulgated by the CPUC regarding customer energy usage data.

23.   Choice of Law and Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Any controversy, dispute, issue, or claim arising out of or in any way relating to this Agreement which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or if jurisdiction over the action resides in the federal courts, then in a Federal Court of competent jurisdiction situated in the State of California.

24.   Assignment and Assignees/Successors. Neither Party shall assign this Agreement nor any Confidential Information received from the other Party pursuant to this Agreement without the other Party's prior written consent. This Agreement shall be binding upon the Parties, their successors, and assigns.

25.   Entire Agreement, Interpretation, and Writing Requirement for Modification, Extension and Termination. This Agreement contains the entire understanding between the Parties with respect to Confidential Information received hereunder. This Agreement has been negotiated by both Parties and shall not be strictly construed against either Party. No change, modification, extension, termination, or waiver of this Agreement shall be made effective unless in writing and signed by an authorized representative of each Party.

26.   Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument. The Parties agree that electronic signatures may be used for execution of the Agreement. The email, PDF or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and electronic copies of the executed Agreement shall be deemed to constitute duplicate originals.

27.   Severability. The covenants and agreements set forth in this Agreement are each deemed separate and independent, and if any such covenant or agreement is determined by any court of competent jurisdiction or arbitrator/mediator to be invalid or unenforceable for any reason, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effectuating the purpose of this Agreement. The invalidity or unenforceability of any of the provisions, or application of any of the provisions, of this Agreement will not affect the validity or enforceability of any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the dates set forth below.

PACIFIC GAS AND ELECTRIC COMPANY

The Regents of the University of California **on behalf of the Berkeley Campus**

Signature:	
Name:	Robert Lucadello
Title:	Data Governance Program Manager
Date:	

Signature	
Name:	Lynne Hollyer
Title:	Associate Director, IAO
Date:	

EXHIBIT A

Project Plan and Data Requested

"The Development of an Alternative Approach to Imputing Household-level Income and the Ways in Which Income Varies with Electricity Consumption"

We are currently working to study the ways in which California's retail rate regime is impacting the monthly bills of different types of households. We are particularly interested in how levels of cost recovery vary with household income. We propose an approach to imputing household-level income that uses publicly available Residential Appliance Saturation Study (RASS) data to predict how income varies with electricity consumption. The RASS survey asks respondents to report their household income. Within the RASS survey, this income information is merged with utility-provided electricity consumption data.

We propose to use this RASS data to estimate how income varies with electricity. With this estimated relationship in hand, we can impute income for all the households in our sample. To do this with any precision, we need to estimate the relationship using within-census block group variation and condition on California Alternate Rates for Energy Program (CARE) low income discount program participation. We are requesting these two additional variables, CARE participation and CBG, to merge with the RASS household identifiers.

EXHIBIT B

Data Requested

For each Residential Appliance Saturation Study (RASS) respondent:

1. RASS household identifier
2. A flag indicated whether or not the customer is enrolled in the California Alternate Rates for Energy Program (CARE) low income discount program
3. Census block group (CBG) as assigned in PG&E systems
4. Census block group (CBG) as assigned by a lookup table (lookup table to be provided by UC Berkeley)

If a Zip/CBG combination does not have at least 100 customers, then PG&E will redact the data.

EXHIBIT C

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Confidential Information Exchange and Mutual Nondisclosure Agreement ("Agreement") between Pacific Gas and Electric Company ("PG&E") and UC Berkeley executed to permit UC Berkeley and its researchers at UC Berkeley to receive and use PG&E Confidential Information, as that term is defined in the Agreement, for the sole purpose of researching and developing an alternative approach to imputing household-level income that uses publicly available Residential Appliance Saturation Survey (RASS) data to predict how income varies with electricity consumption, and for no other purpose.

I have been given a copy of, and have read the Agreement, and I agree to be bound by it. I understand that any notes, memoranda, correspondence, or any other form of information that copies, contains or discloses Confidential Information must be used only for the Project described in the Agreement and shall not be disclosed to anyone other than in accordance with that Agreement, the terms and conditions of which are fully incorporated into this Non-Disclosure Certificate.

By: _____

Printed Name: _____ _

Title: _____ _

Date: _____ _