



# NON-DISCLOSURE AGREEMENT (Maps and Records)

This Non-Disclosure Agreement ("**Agreement**") is made and entered into by and between Puget Sound Energy, Inc. ("**PSE**") and the entity identified in the signature block below ("**Recipient**"). This Agreement is effective as of the date on which Recipient signs this Agreement ("**Effective Date**").

- 1. Scope.** This Agreement governs the use and disclosure of: (a) maps and records related to utility facilities of PSE that are provided to Recipient by PSE in response to a written request submitted pursuant to Section 2; and (b) all documents, notes, reports, analyses, compilations, studies, data, and other information related to or derived from any of the items described in subsection (a) of this Section 1 by or for Recipient (collectively and as applicable, "**Confidential Information**").
- 2. Requests for Confidential Information.** Recipient must complete and submit to [maprequest@pse.com](mailto:maprequest@pse.com) a PSE records external request form ("**Request Form**") for all Confidential Information requested by Recipient.
- 3. Use and Disclosure of Confidential Information.** Recipient may use Confidential Information solely for its own internal purposes directly related to the project specified in the applicable Request Form. Recipient may disclose Confidential Information solely to its officers, directors, employees, attorneys, consultants, representatives, and agents who: (a) have a need to know the applicable Confidential Information; and (b) are bound by written confidentiality obligations at least as protective of such Confidential Information as those set forth in this Agreement (each, an "**Authorized Person**"). Recipient will not: (i) use any Confidential Information except as specifically authorized in this Agreement; (ii) disclose any Confidential Information to any person or entity that is not an Authorized Person; or (iii) post or otherwise provide access to any Confidential Information in a public place or via any intranet, website, or other manner that could allow such information to be accessed by any person or entity that is not an Authorized Person. Recipient will implement and maintain appropriate administrative, technical, and organizational safeguards to ensure the security and confidentiality of all Confidential Information and to prevent unauthorized use, disclosure, destruction, loss and alteration of, and access to, Confidential Information. Recipient is responsible for each Authorized Person's use of Confidential Information in accordance with this Agreement. Recipient will: (1) promptly notify PSE upon discovery of any unauthorized use or disclosure of any Confidential Information; and (2) cooperate with PSE to help regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.
- 4. Ownership of Confidential Information.** All Confidential Information remains the exclusive property of PSE. No license or conveyance of any intellectual property rights is granted or implied by this Agreement, except the limited right to use Confidential Information as specified in Section 3.
- 5. Washington Public Records Act.** The parties acknowledge that Recipient may be subject to Chapter 42.56 of the Revised Code of Washington, the Washington Public Records Act (the "**PRA**"). If any requests for disclosure of Confidential Information are made pursuant to the PRA, Recipient will determine whether such Confidential Information should be released under the PRA in connection with such request. If Recipient determines that any Confidential Information is not exempt from the PRA and should be released in connection with such request, Recipient will provide written notice of the requested disclosure to PSE at [maprequest@pse.com](mailto:maprequest@pse.com) at least fifteen (15) business days before releasing any such Confidential Information to any person or entity in connection with such request, in order to allow PSE an opportunity to take action to prevent or limit the scope of such release. If PSE fails to take action within said time period, Recipient may release only that portion of the Confidential Information that Recipient is required to disclose under the PRA and will seek the highest level of confidential treatment and protection available for such Confidential Information.
- 6. No Warranties; Disclaimer.** Recipient uses all Confidential Information at its sole risk. Confidential Information provided by PSE to Recipient under this Agreement is for informational purposes only and is provided "as is" and without warranties of any kind. PSE does not make, and disclaims, all warranties, express, implied, or statutory, in connection with this Agreement, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. PSE does not represent or warrant that Confidential Information is accurate, complete, reliable, or error-free. Locations of any utility facilities of PSE that are indicated in Confidential Information are shown in their approximate locations. Confidential Information provided by PSE to Recipient is subject to change at any time.

7. **Term.** The term of this Agreement commences on the Effective Date and continues for ten (10) years after the Effective Date, unless terminated earlier upon the parties' written consent. Recipient's confidentiality obligations under this Agreement will apply for a period of ten (10) years after the date on which PSE provided Recipient with the applicable Confidential Information and will survive the expiration or termination of this Agreement.

8. **Return of Confidential Information.** Upon expiration or termination of this Agreement, or at PSE's request, and except as prohibited by applicable law, Recipient will promptly return to PSE (or, at PSE's request, destroy and provide certification of such destruction) all Confidential Information and all copies thereof.

9. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties, and supersedes and replaces all other agreements and understandings between the parties, whether written or oral, regarding the subject matter of this Agreement. Recipient may not assign this Agreement, or any of its rights or obligations under this Agreement, whether by operation of contract, law or otherwise, without the prior written consent of PSE. Any attempted assignment by Recipient in violation of this Section 9 is void. Subject to the foregoing limitations, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision. The prevailing party in any action to enforce this Agreement will be entitled to reasonable costs and attorneys' fees. This Agreement is specifically enforceable without proof of monetary damages. Recipient acknowledges its breach of this Agreement may result in irreparable harm to PSE for which monetary damages may be inadequate. Accordingly, PSE will be entitled to seek immediate equitable and other provisional relief as a remedy for such breach, in addition to all other remedies available to PSE at law or in equity and without prejudice to any such other remedy. Provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement will survive such expiration or termination. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and will be construed according to the laws of the State of Washington, without reference to its rules relating to choice of law.

10. **Questions.** Any questions regarding the Request Form or this Agreement should be directed to PSE via email at [maprequest@pse.com](mailto:maprequest@pse.com)

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives and the undersigned confirms that he/she has read and understands the above information.

**PSE Representative**

**Requesting Representative**

Title:

Title:

Name:

Name:

Date:

Date:

***IT'S THE LAW – CALL TWO (2) BUSINESS DAYS BEFORE YOU DIG!***

***RCW 19.122.030 (2)*** An excavator must provide the notice required by subsection (1) of this section to a one-number locator service not less than two business days and not more than ten business days before the scheduled date for commencement of excavation, unless otherwise agreed by the excavator and facility operators. If an excavator intends to work at multiple sites or at a large project, the excavator must take reasonable steps to confer with facility operators to enable them to locate underground facilities reasonably in advance of the start of excavation for each phase of the work.

**Maps are not intended to be a replacement for utility locates**

**Call 811 or (800) 424-5555, [www.callbeforeyoudig.org](http://www.callbeforeyoudig.org)**