**NONDISCLOSURE AGREEMENT**

1. General Provisions

“Confidential Information” means information CEC has designated as confidential pursuant to Title 20 CCR Section 2505 et seq., information CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

“Personal Information” means information that meets the definition of “personal information” in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for Confidential Information. However, there are also additional requirements specific to personal information.

Confidential Information and Personal Information may be provided by the Energy Commission to the Contractor/Recipient or obtained by the Contractor/Recipient from a third party for purposes of completing the work pursuant to Agreement No. \_\_\_\_\_\_\_\_ (the Agreement).

I, , agree to the following:

1. During the scope of my work and as part of my job duties under the Agreement, I may need to review or receive Confidential Information and Personal Information including but not limited to\_\_\_\_\_\_\_\_\_. I agree to use Confidential Information and Personal Information only for purposes of the scope of my work and job duties under the Agreement.

***[CAM - fill in the blank here, identifying the shared data with specificity.]***

2. I understand that it is important to maintain the security of Confidential Information and Personal Information. It is my responsibility to ensure that Confidential Information and Personal Information, whether in hard copy or electronic form, that is in my possession is protected from disclosure. I have received a copy of the Agreement Special Terms and Conditions relating to Confidential Information and Personal Information from [***name of Contractor/Recipient]*** and agree to follow all Energy Commission requirements in the Special Terms and Conditions.

3. I am not authorized to and will not disclose Confidential Information or Personal Information to any other individual.

4. In the event that I become aware of an unauthorized release of Confidential Information or Personal Information I will immediately notify:

* My employer’s Chief Information Security Officer (or equivalent), \_\_\_\_\_\_\_\_\_\_\_\_\_ [Add Name].
* Energy Commission Agreement Manager \_\_\_\_\_\_\_ [Add Name of CAM].
* Energy Commission Supervisor \_\_\_\_\_\_\_\_\_\_\_\_\_ [Add Name of CAM’s supervisor].
* Energy Commission email for reporting security incidents: datasecurity@energy.ca.gov.

I agree to assist in efforts to recover the Confidential Information and Personal Information.

5. I understand that deliberate unauthorized release of Confidential Information or Personal Information or disregard for appropriate security protocols that could result in Confidential Information or Personal Information being released may result, in addition to any other rights and remedies available to the Energy Commission, in the Energy Commission termination of the Agreement.

6. I agree that at the end of the Agreement, I will destroy all confidential information and Personal Information under my control that has been provided to me pursuant to the Agreement, unless directed otherwise in writing by the Energy Commission.

7. I will be bound by the terms and conditions of this nondisclosure agreement even after my work under the Agreement ends.

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_