

Applicant Distribution Design Standards (ADS) Order Form Non-Disclosure Agreement

Applicant Distribution Design Standards (ADS)

The Applicant Distribution Design Standards (ADS) is a restricted manual. Only those who have read, signed, and submitted the three-page “Non-Disclosure Agreement” (included with this order form) will be authorized to receive access to this manual. In addition to the manual, those authorized will also receive the **Supporting Artwork** (including all drawing blocks) for the drafting chapter of the manual.

Please note the following Manuals have been added for referencing.

- Distribution Overhead Construction Standards (DOH)
- Distribution Underground Construction Standards (DUG)
- Electrical Service Requirements (ESR)
- Underground Structures Standards (UGS)

Ensuring Prompt Service

To receive authorization and a link to the Standards & Publications SharePoint site for the ADS manual and supporting artwork, please completely fill out the section below, then read, sign, and submit the three-page “Non-Disclosure Agreement” to Design Support at:

Southern California Edison

Attention: Patrick Clark
14155 Bake Pkwy
Irvine, CA 92718

or

E-mail: Patrick.Clark@sce.com

Company Name/Firm (if applicable): _____

Attention of: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Cell Number: _____

E-Mail Address: _____

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Southern California Edison®

An Edison International® Company

Non-Disclosure Agreement for SCE Design and Construction Standards

This Non-Disclosure Agreement "Agreement" is entered into effective as of ("Effective Date") by _____ and between, _____, a _____ ("Recipient"), and Southern California Edison Company, a California corporation ("SCE"). Recipient desires to design or construct certain electric distribution facilities ("Facilities"). The design and construction of the Facilities must meet SCE's standards and specifications, and Recipient has requested to obtain, and may in the future request to obtain, certain oral, written, or electronic information, documents, materials, or Manuals from SCE or its representatives relating to SCE's design and construction specifications and requirements for such Facilities (collectively, the "Confidential Information") including, but not limited to, the following:

- Applicant Distribution Design Standards (ADS)
- Supporting artwork

All such Confidential Information is proprietary to SCE, and SCE desires to keep such Confidential Information confidential. Recipient is willing to hold in confidence the Confidential Information it may receive or obtain, either in oral or written form or by visual observation as set forth below.

NOW, THEREFORE, in consideration of the disclosure by SCE to Recipient of the Confidential Information, Recipient agrees with SCE as follows:

1. Recipient hereby agrees that it will not (and it will cause its Permitted Disclosees not to) disclose any of the Confidential Information to any third party without the prior written consent of SCE. Recipient may, however, disclose such Confidential Information to employees of Recipient ("Permitted Disclosees") who need to know such Confidential Information solely for the purposes of designing or constructing the Facilities (it being understood that Recipient will cause such Permitted Disclosees similarly to treat such Confidential Information confidentially in accordance with the requirements of this Agreement), and all obligations as to nondisclosure by Recipient shall cease as to any part of such Confidential Information to the extent that such information is or becomes public as a result of public disclosure thereof by SCE.
2. Recipient shall, at its own expense, take all steps, including the initiation and prosecution of actions at law or in equity, necessary to prevent disclosure of any of the Confidential Information by Recipient or any Permitted Disclosees or to prevent the unauthorized use or disclosure of any of the Confidential Information by another party who gained the Confidential Information from Recipient or its Permitted Disclosees in violation of the terms of this Agreement.
3. Recipient agrees that it will not use (and it will cause its Permitted Disclosees not to use) in any form or for any reason any of the Confidential Information for any purpose other than solely for the purposes of designing or constructing the Facilities.
4. At any time upon request of SCE, all Confidential Information, all copies or parts thereof and all analyses, compilations, data, studies or other documents prepared by Recipient or its Permitted Disclosees containing, or based in whole or in part on, Confidential Information, shall be returned to SCE or destroyed and not retained by Recipient in any form or for any reason. Notwithstanding such return or destruction, Recipient shall remain bound by its obligations hereunder.
5. In the event that Recipient or any of its Permitted Disclosees is requested or otherwise becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any Confidential Information, Recipient shall provide SCE with prompt written notice so that SCE may seek (with Recipient's cooperation, if requested by SCE) a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. SCE will advise Recipient promptly of the action it intends to take. In the event that such protective order or other remedy is not obtained, or that SCE waives compliance with the provisions of this Agreement, Recipient or its Permitted Disclosee(s) will furnish only that portion of the Confidential

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Information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. In the absence of any specific instruction from any appropriate governmental agency or court of competent jurisdiction, any decision as to what portion of the Confidential Information is legally required to be furnished will be made by Recipient in consultation with, and subject to the approval of, SCE, which approval shall not be unreasonably withheld.

6. Recipient recognizes and acknowledges the sensitive competitive value and confidential nature of all Confidential Information and the damage which could result to SCE if any Confidential Information is disclosed to any third party. Without prejudice to the rights and remedies otherwise available to SCE, SCE shall be entitled to equitable relief by way of an injunction if Recipient or any of its Permitted Discloses breaches or threatens to breach any of the provisions of this Agreement.
7. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any patents, copyrights, trademarks or trade secrets of SCE or in the Confidential Information disclosed hereunder.
8. It is further understood and agreed that no failure or delay by SCE in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
9. This Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.
10. If any action is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to its costs and reasonable attorney's fees, whether or not the suit is prosecuted to judgment.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of law principles. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.
12. This Agreement shall apply to all Confidential Information disclosed by SCE to the Recipient under this Agreement during the term which shall be the period commencing on the Effective Date set forth above and expiring three (3) years later (the "Term"). The duty to keep any Confidential Information disclosed under this Agreement confidential shall continue beyond the Term for a period of six (6) years from the date of receipt of such Confidential Information. At the completion of the Term of this Agreement or upon its earlier termination, except as otherwise provided in this Agreement, all Confidential Information and related materials shall be returned to SCE or destroyed in accordance with paragraph 4 above.
13. The parties each represent that the person executing this Agreement on behalf of such party has been and is duly authorized so to execute this Agreement. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original. A signature page sent by facsimile or other electronic means shall be as valid as an "original" signature.

SOUTHERN CALIFORNIA EDISON

(RECIPIENT)

By: Signature

By: Signature

Printed Name

Printed Name

Title

Title

Department

Company

Date

Date