

Confidentiality Agreement

You (Recipient) have requested that ColumbiaGrid make available to you and to your company certain Confidential Information. Prior to receiving this information, ColumbiaGrid requires that Recipient execute this Confidentiality Agreement (Agreement)

For the purposes of this Agreement, “employees” include third parties retained for (a) professional advice (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) or (b) temporary administrative, clerical or programming support. “Need to know” means that the employee requires the Confidential Information in order to perform his or her responsibilities.

By executing this Agreement, Recipient is affirming that all information designated as Confidential Information will be maintained in the strictest confidence and will not be disclosed to any person or entity other than its officers, directors, and employees who have a need to know, who have been advised of the confidentiality of the material, and who have agreed to be bound by the terms of this Agreement. Recipient shall take necessary precautions to prevent disclosure of the Confidential Information to the public or any third party. Recipient agrees that the Confidential Information will not be copied or furnished to other parties. Recipient will safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information.

Confidential Information will be deemed the property of ColumbiaGrid, a Planning Party (as that term is defined by the Planning and Expansion Functional Agreement), or the party providing the Confidential Information to ColumbiaGrid or a Planning Party (Disclosing Party). Recipient will, within ten days of a written request by ColumbiaGrid, a Planning Party, or the Disclosing Party: (a) return all Confidential Information to ColumbiaGrid, the Transmission Provider, or the Disclosing Party; or (b) if so directed, destroy all such Confidential Information. Recipient will also, within ten days of a written request by ColumbiaGrid, the Transmission Provider, or the Disclosing Party, certify in writing that it has satisfied the obligations of such a request.

The parties agree that an impending or existing violation of any provision of this Agreement would cause ColumbiaGrid, the Planning Party, and the Disclosing Party irreparable injury for which there would be no adequate remedy at law, and that ColumbiaGrid, a Planning Party, and the Disclosing Party will be entitled to seek immediate injunctive relief prohibiting such violation without the posting of bond or other security, in addition to any other rights and remedies available.

No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No manufacturing or software license under any patents or copyrights of any party is granted by this Agreement or by any disclosure of Confidential Information. No warranties of any kind are given for the Confidential Information disclosed under this Agreement.

This Agreement may not be assigned by Recipient without the prior written consent of ColumbiaGrid, a Planning Party, and the Disclosing Party(ies). Any assignment in violation of this provision will be void. This Agreement will be binding upon the parties and their respective successors and assigns.

