

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
by and between
CALIFORNIA-AMERICAN WATER COMPANY
and**

This Confidentiality and Non-Disclosure Agreement ("Agreement") is effective upon execution and is entered into between California-American Water Company, a California corporation primarily located at 1033 B Street, Suite 200 in Coronado, California, 92118, ("Disclosing Party") and _____, primarily located at _____ ("Receiving Party").

California-American Water Company is a California public utility regulated by the California Public Utilities Commission. Personal identifying information, billing information, and customer-specific water consumption data obtained by California-American Water Company from its customers in its role as a water service provider is private, confidential, and proprietary information ("Confidential Information" as defined in Section 1 below) protected by California law including Article 1, Section 1 of the California Constitution, and by the rules of the California Public Utilities Commission to maintain that confidentiality. Consistent with those laws, this Agreement allows California-American Water Company to release specific customer information to the Receiving Party for the following limited purposes: calculating fees such as local taxes, sewer fees, miscellaneous city and county fees and/or for the facilitation of water conservation planning. By entering into this Agreement, the Receiving Party represents and agrees that the information received will be kept confidential and will be used only for the limited purposes set forth herein.

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean all proprietary, non-public and/or confidential information which one party ("Receiving Party") receives from the other party ("Disclosing Party"), or others acting on behalf of a party, either directly or indirectly, in writing, verbally, electronically or by inspection, including without limitation, documents, business or marketing plans or strategies, financial statements, books of accounts, other financial analyses, customer names, lists and/or data, strategic plans, products, services, inventions and innovations, processes, designs, drawings, analyses, compilations, surveys, studies, tests, results, trade secrets and any other proprietary information of the Disclosing Party.

By way of further example and not as a limitation hereof, Confidential Information shall include: (a) all lists or records containing the name, service address and/or consumption data of one or more of Disclosing Party's customers; and (b) all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged.

2. Use and Disclosure

Receiving Party agrees that:

- a. The Confidential Information disclosed by the Disclosing Party to the Receiving Party shall be used solely and exclusively by the Receiving Party for the following limited purposes: calculating fees such as local taxes, sewer fees, miscellaneous city and county fees and/or for the facilitation of water conservation planning (the "Limited Purposes").

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 870

ISSUED BY
D. P. STEPHENSON
NAME

(TO BE INSERTED BY C.P.U.C.)
DATE FILED DEC - 1 2008
EFFECTIVE JAN - 1 2011

DECISION NO. _____

Director - Rates & Regulations
TITLE

RESOLUTION NO. _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(continued)

- b. The Receiving Party shall keep all Confidential Information received hereunder in the strictest confidence, and shall not disclose or reveal any Confidential Information to any person other than to those of Disclosing Party's employees, consultants, and agents with a need to know the information solely for the purpose of carrying out one or more of the Limited Purposes.
- c. In the event an employee, consultant, or agent of the Receiving Party receives Confidential Information, each employee, consultant, or agent shall be subject to the Receiving Party's internal restrictions concerning disclosure of such Confidential Information; and the internal restrictions shall include, but not be limited to, a requirement that each employee, consultant, or agent shall hold all Confidential Information in strict confidence, and shall provide that such employees, consultants, or agents are under a confidentiality obligation to the Receiving Party at least as protective of the Disclosing Party as set forth in this Agreement.
- d. Receiving Party shall not, without prior written approval of Disclosing Party, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

These restrictions on disclosure of Confidential Information shall not apply to:

- i. Information which the Receiving Party may be required to disclose by applicable law or regulation, provided that the Receiving Party shall give the Disclosing Party prompt written notice and sufficient opportunity to object to such use or disclosure, or to request confidential treatment of the Confidential Information; or
- ii. Information that was in the public domain at the time of this Agreement; or
- iii. Information that has entered the public domain through the Disclosing Party or through any third party not being bound to secrecy by the Disclosing Party; or
- iv. Information that the Receiving Party had in its possession prior to such disclosures by the Disclosing Party, as evidenced by written records; or
- v. Information that the Receiving Party has acquired from a third party bona fide source other than the Disclosing Party, which third party is not under an obligation with either the Receiving Party or Disclosing Party to maintain the confidentiality of such disclosed information; or
- vi. Information that has been independently developed by the Receiving Party.

3. Enforcement

Receiving Party agrees that money damages may not be sufficient remedy for any breach of this Agreement by Receiving Party, its employees, consultants, or agents, that in addition to all other remedies, Distributing Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach, that such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity, and Receiving Party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. In addition, Receiving Party agrees in advance that Receiving Party shall not oppose the granting of such relief on the basis that an adequate remedy exists at law.

(Continued)

(TO BE INSERTED BY UTILITY)
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ISSUED BY
D. P. STEPHENSON
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(continued)

4. Disclaimer

The Receiving Party's evaluation of the Confidential Information of the Disclosing Party shall be at its own risk. Nothing in this Agreement shall be construed to grant to the Receiving Party any right in and/or to the Confidential Information. Moreover, the Receiving Party understands and agrees that neither Disclosing Party nor anyone on its behalf have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information, and that Disclosing Party shall not have any liability to the Receiving Party, its employees, consultants, or agents resulting from the use of the Confidential Information.

5. Return of Documents

Upon the request of the Disclosing Party, the Receiving Party shall immediately return to the Receiving Party all materials or tangible items containing any Confidential Information and all copies thereof. The Receiving Party shall destroy any remaining notes, photocopies and other materials derived from the Confidential Information if the documents reveal confidential data. The Receiving Party may retain any Confidential Information required pursuant to legal or regulatory compliance, internal document retention policies, or automatic electronic archiving and back-up procedures or similar electronic systems, provided that all such information shall continue to be kept confidential pursuant to the terms of this Agreement. The Receiving Party's return, destruction or retention of any such Confidential Information will not affect any of the Receiving Party's other obligations under this Agreement, including, but not limited to, its obligations under paragraph 2 above.

6. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party as a partner, establishing a joint venture, or employee of the other party for any purpose. In addition, this Agreement does not obligate either party to enter into any further agreements.

7. Assignment

This Agreement may not be assigned by any party hereto, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Disclosing Party may assign this Agreement (i) as incident to the merger, consolidation, reorganization or acquisition of stock affecting actual voting control or of substantially all of the assets of the assigning party or (ii) to a parent, affiliate or subsidiary.

8. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best effect the intent of the parties.

9. Integration

This Agreement expresses the complete understanding of the parties with respect to the subject and supersedes all prior proposals, agreements, representations and understandings. This Agreement shall not be amended except in a writing signed by both parties.

10. Waiver

Any waiver of a particular breach of this Agreement by a party shall not operate as a waiver to any other breach of this Agreement by that party.

(Continued)

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ISSUED BY
D. P. STEPHENSON
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(continued)

11. Multiple Originals

This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as signatories.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as identified and dated below.

"Disclosing Party"

"Receiving Party"

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

California-American Water Company

(TO BE INSERTED BY UTILITY)

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ISSUED BY

D. P. STEPHENSON

NAME

(TO BE INSERTED BY C.P.U.C.)

DATE FILED DEC 7 2011

EFFECTIVE JAN 1 2011

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