



Eugene Water & Electric Board
500 East 4th Avenue
Post Office Box 10148
Eugene, Oregon 97440-2148

Non-Disclosure/Use Agreement Access to EWEB Geospatial Information

This Agreement is entered into this ___ day of _____, 20__ by and between _____, (hereinafter "Recipient") and Eugene Water & Electric Board, (hereinafter "EWEB").

EWEB is the custodian of information that is specifically exempt from disclosure by Oregon Public Records Law, which includes:

192.502 Other public records exempt from disclosure (27) Personally identifiable information about customers of a municipal electric utility or a people's utility district. The utility or district may, however, release such information to a third party if the customer consents in writing or electronically, if the disclosure is necessary to render utility or district services to the customer, or if the disclosure is required pursuant to a court order. The utility or district may charge as appropriate for the costs of providing such information. The utility or district may make customer records available to third party credit agencies on a regular basis in connection with the establishment and management of customer accounts or in the event such accounts are delinquent.

The above named person (hereafter "Recipient") is requesting access to Geographic Water and Electric Information (hereafter "Information") from Eugene Water & Electric Board (EWEB). The Recipient acknowledges that the information requested is sensitive to EWEB and agrees to the following conditions of use. Any other use or disclosure is prohibited without specific written consent by EWEB.

Recipient is given access to that information, but only to the extent required to perform specific duties:

Therefore, Recipient agrees to the following:

- Oregon and Federal Identity Theft Acts:** Recipient is required to have policies and procedures designed to detect, prevent and mitigate the risk of identity theft that may arise in the performance of the services on behalf of EWEB; and shall provide a copy of its policies and procedures, if requested by EWEB. If a pattern, practice or specific activity or event that indicates the possible existence of identity theft (hereinafter "red flag") is detected, the contractor is required to take appropriate steps to prevent or mitigate identity theft and to immediately notify EWEB of the red flag as well as the responsive measures taken by the Recipient. Recipient shall be familiar with The Oregon Identity Theft Protection Act and related federal compliance requirements found at http://www.dfcs.oregon.gov/id_theft.html
- Confidential Information:** Recipient acknowledges that EWEB information is confidential to EWEB and shall not be used, given out, or accessed without EWEB permission. Any and all information provided by EWEB shall be deemed to be confidential information of EWEB ("Confidential Information"). Recipient shall limit use of the Information to only authorized personnel directly working with the Information and shall make such personnel aware of the Information's confidentiality. In the case the Recipient uses and distributes information to 3rd parties, those parties will be required to sign a separate non-disclosure/use agreement prior to using EWEB Information.
- Non-Disclosure:** Recipient agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Recipient uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose or disclose Confidential Information to any third parties or use Confidential Information for any purposes whatsoever other than for the analysis requested by EWEB as agreed to by the parties.
- Unauthorized Use:** Recipient shall use its best efforts to assist EWEB in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Recipient shall advise EWEB immediately if it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Recipient will at its expense

cooperate with EWEB in seeking injunctive or other equitable relief in the name of EWEB or Contractor against any such person.

5. **Ownership of Confidential Information.** Recipient agrees that all Confidential Information shall remain the property of EWEB. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information. **Recipient shall return to EWEB all materials without copies being made after analysis of that information has been performed.**

6. **Injunctive Relief:** Recipient acknowledges that breach of this Agreement, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will result in irreparable harm to EWEB for which damages would not be an adequate remedy. Accordingly, EWEB may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Recipient acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of EWEB and are reasonable in scope and content

7. **Notification.** Recipient agrees to notify EWEB immediately of any known or presumed unauthorized release of EWEB information. Recipient shall contact: Raul Duato, Geographic Information Systems Lead, 541-685-7758

8. **Return of Confidential Information:** Recipient agrees that, except as directed by EWEB, Recipient will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of any Contract with or at EWEB's request, Contractor will turn over to EWEB all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

9. **Limits on Confidential Information.** Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information if any of the following apply:

- (a) The Information has become publicly known through no wrongful act of Recipient;
- (b) The Information was independently developed by Recipient without use of the Confidential Information; or
- (c) The Information was ordered to be publicly released by legal action.

10. **Survival of Rights and Obligations.** The obligations of this Agreement shall be binding on the Recipient even after the original use of the information or until such a time as the Information disclosed is no longer confidential. Recipient shall return or destroy all EWEB information received after its use.

11. **Indemnification.** The Recipient agrees to indemnify, save and hold EWEB, its officers, agents and employees harmless from and against any and all claims, actions, liabilities and costs arising out of any reliance on the Information by the Recipient or any other person to whom the Recipient furnishes the Information, or arising from the Recipient's negligence or wrongful use of the Information, or any and all other claims arising out of the Recipient's direct use of the Information

12. **Venue.** The provisions of this agreement shall be construed in accordance with the laws of the State of Oregon and ordinances of Lane County, Oregon. Any legal action arising from this agreement shall be brought in Lane County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

13. **Warranty.** The Recipient understands that EWEB makes no warranties, expressed, or implied, regarding any of the data provided. Geospatial data from EWEB is a schematic/cartographic representation of facilities in the field, and should be treated as such. The Recipient agrees that persons using this data will not rely upon it for the specific and definitive location of any facilities, property lines or other landmarks, but rather, will utilize the Oregon Utility Notification Center (1-800-332-2344), surveys and other independent sources to locate any facilities, property lines or landmarks.

14. **Types of Information.** This agreement pertains to any geospatial product provided by EWEB. This includes printed maps, screen captures, Geospatial data extracts (CAD or GIS formats), database tables, documents, and survey information.

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) EWEB, its successors, and assigns; and (b) Recipient, its successors and assigns. By signing below, Recipient agrees to be bound to the provisions provided above.

Recipient's Name: _____ Title: _____

Date: _____

EWEB representative completes the following:

Confidential Document to be released: Specific Customer Information

EWEB Representative: _____ Title: _____

Date: _____