

**Electric & Water Critical Infrastructure Information (CII)  
Contractor/Consultant Non-Disclosure Agreement**

This Electric & Water Critical Infrastructure Information Non-Disclosure Agreement (Agreement) dated \_\_\_\_\_, 20\_\_ is between the City of Anaheim Public Utilities Department (Anaheim) located at 201 S. Anaheim Blvd., Suite 1101, Anaheim, California 92805, and \_\_\_\_\_ (Contractor/Consultant).

The subject of this Agreement concerns Electric & Water Critical Infrastructure Information, which the Contractor/Consultant would like to obtain from Anaheim for use in conjunction with a City of Anaheim contract or in conjunction with City of Anaheim Project No. N/A, if applicable or more commonly referred to as **Public Utilities Hannum Substation Protection System Replacement**.

Whereas, Critical Infrastructure Information (CII) as defined by Anaheim includes existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic interest, public health or safety, or any combination of those matters. Even though a project may be small, destruction of the project could have serious consequences, particularly where it is a part of a larger overall system, such as access points to the electric distribution system. Computer systems that control or are part of critical infrastructure are included.

Whereas, various entities including Federal Energy Regulatory Commission (FERC) and the Department of Homeland Security, among others, require that public agencies institute procedures to ensure the safe storage and secure handling of CII information, documentation, or records that should be protected and not disclosed.

Whereas, CII is valuable, sensitive, and protected by law or strict Anaheim policies. The intent of these laws and policies is to assure that CII remains confidential – that is, it will be used only as necessary to accomplish Anaheim’s goals or mission. Disclosure of CII in any manner that permits review or interceptions by unauthorized persons is prohibited. CII may only be released to persons with a need-to-know upon the written authorization from Anaheim. CII includes information, documentation, or records marked as such relating to Anaheim’s electric and water infrastructure security or protected systems.

All information, documents, records, or other materials including CII (collectively “Information”) provided to the Contractor/Consultant and/or its agents shall remain the sole and exclusive property of Anaheim. Such Information may not be modified, reproduced, republished, redistributed, or presented for sale, completely or in part, and doing so may result in civil and/or criminal liability and/or injunctive relief. All Information provided is only to be used in conjunction with the contract or project as referenced above.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises contained herein, and for other good and valuable consideration, the Contractor/Consultant hereto agrees as follows:

The Contractor/Consultant understands and agrees that:

1. Certain information, documents, records, and/or other materials which the Contractor/Consultant and its agents will receive from Anaheim may contain CII.
2. The Contractor/Consultant and its agents may learn of or have access to some or all of this CII through a computer system or current or potential contractual relationship with Anaheim.
3. The Contractor/Consultant and its agents are obligated to protect this CII from unauthorized disclosure and will safeguard the confidentiality of the CII that it/they/I has/have access to at all times in accordance with the terms of this Agreement, and are obligated to notify Anaheim of subpoenas, requests to produce, or other administrative or legal actions to obtain CII or copies of CII in sufficient

time for Anaheim, in its sole discretion, to take the appropriate action to protect its CII from unauthorized disclosure.

4. Contractor/Consultant and its agents will not in any way divulge, copy, release, sell, loan, alter or destroy any CII except as properly authorized within the scope of its/their/my Anaheim related duties, obligations, or business activities.
5. Contractor/Consultant and its agents will safeguard and will not disclose its/their/my access information, code, or any other authorization means that it/they/I has/have that allows Contractor/Consultant and its agents to access CII.
6. The Contractor/Consultant and its agents have no right or ownership interest in any CII referred, disclosed, or provided in response to this Agreement.
7. Negligent or willful violation of this Agreement may subject the Authority and its agents to adverse consequences, which may include, but is not limited to, termination of Anaheim contract or work and legal liability.
8. Contractor/Consultant and its agents accepts/accept responsibility for Contractor/Consultant and its agents use, misuse, or wrongful disclosure of CII and for Contractor's/Consultant's and its agents' negligent or willful failure to safeguard access information, code or other authorization means for access to CII.
9. Upon completion of the contract or project, Contractor/Consultant and its agents hereby certify that it/they/I will return to Anaheim the CII that is received pursuant to the Anaheim authorization or will cause the same to be shredded or destroyed in such a manner so as to ensure that the CII is rendered incapable of review or interceptions by unauthorized persons.
10. Execution of this Agreement shall not nullify or affect, in any manner, any other agreement, non-disclosure or otherwise, which the Contractor/Consultant or its agents have executed either individually or on behalf of a third party or which may be executed in the future with Anaheim.
11. All obligations with respect to the confidentiality and security of all CII disclosed to the Contractor/Consultant and its agents shall survive the termination of this Agreement, any other agreement, or a personal or business relationship with Anaheim.
12. The Contractor/Consultant and its agents will conduct itself/themselves/myself in strict conformance with all applicable laws, including the Anaheim Municipal Code as well as Anaheim policies governing CII.
13. Anaheim, in its sole discretion, may at any time revoke the Contractor's/Consultant's and its agents' authorization to access CII.

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, and the venue for any dispute arising out of this Agreement shall be Orange County, California. 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.

This Agreement constitutes the entire agreement between Anaheim and the Contractor/Consultant with respect to the specific subject matter hereof, and supersedes all written and oral communications about the specific subject matter hereof. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by Anaheim and the Contractor/Consultant.

Each signatory below represents that he or she is duly authorized to sign this Agreement on behalf of the Contractor/Consultant for whom he or she signs.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned.

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
City, State, Zip

Original:      Public Utilities Department – Records & Information Manager  
Copies:        Contractor/Consultant