**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the “Agreement”) is made as of \_\_\_\_\_\_\_\_\_ (the “Effective Date”) between an energy services company that is planning to submit a response (“Respondent”) to Sustainable Westchester’s Request for Proposals (“RFI”) for energy services for a community choice aggregation program (“CCA Program”) and Sustainable Westchester (each a “Party,” and collectively, the “Parties”).

WHEREAS, Respondent is interested in receiving certain aggregated and anonymized data concerning consumers to be served by the CCA Program (“Aggregated Data”), as provided for in the RFP, in order to prepare a proposal in response to the RFP;

WHEREAS, under the terms of the RFP, Respondent must execute this Agreement prior to receiving any of the Aggregated Data;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Respondent acknowledges the sensitive and confidential nature of the Aggregated Data;
2. Respondent shall keep the Aggregated Data strictly confidential and shall not disclose it to any other party without the prior written permission of Sustainable Westchester;
3. Respondent shall use the Aggregated Data for the sole and limited purpose of preparing a response to the RFP and not for any other purpose;
4. Respondent’s authorization to use the Aggregated Data for any purpose expires on November 30, 2020 and Respondent must destroy the Aggregated Data after that date;
5. Respondent certifies either a. or b. below (initial selected option):
   1. Respondent has executed a data security agreement with Consolidated Edison Company of New York. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (initials)
   2. Respondent agrees to abide by the terms and conditions of the Joint Utilities Data Security Agreement attached as Exhibit A as if it were the “Aggregator” identified in that Data Security Agreement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (initials)
6. Respondent agrees that if it breaches this Agreement it shall be liable both to Sustainable Westchester and to the utility from which the Aggregated Data originated.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective

Date.

RESPONDENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company

SUSTAINABLE WESTCHESTER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory