



2026 Supply Resource RFP

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into as of _____ between The City of Seattle ("Receiving Party" or "City Light") and _____ ("Disclosing Party"). Disclosing Party and Receiving Party agree as follows:

1. Definitions

"Confidential Information" shall mean: (i) information disclosed in tangible form by Disclosing Party and marked "confidential" or "proprietary;" or (ii) oral information designated as Confidential Information by the Disclosing Party and confirmed in writing within five (5) business days following disclosure.

2. Purpose

The Receiving Party shall use the Confidential Information only for the following purposes related to the Seattle City Light 2026 Supply Request for Proposals (RFP):

- (1) evaluating the response(s);
- (2) comparing the response(s) and evaluation with other responses; and
- (3) selecting the most suitable project(s) for short listing and possible PPA negotiations.

3. Obligation of Confidentiality

The Receiving Party shall limit the use of and access to Disclosing Party's Confidential Information to the Receiving Party's employees or independent contractors who need to know such Confidential Information, for the purpose set forth in Section 2 above. However, before the Receiving Party may disclose Confidential Information to any independent contractors/ subcontractors (Contractors), the Contractors must also sign and submit a similar Non-Disclosure Agreement to receive access to any of the Disclosing Party's Confidential Information.

4. Confidentiality Period

Unless terminated earlier by written notice, the Receiving Party's obligations to protect Confidential Information hereunder continue as for a period of two (2) years.

5. Exceptions

The Receiving Party has no obligation of confidentiality to any Confidential Information that:

- a. **is or becomes a matter of public knowledge through no breach of confidential obligation by the Receiving Party; or**
- b. **was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; or**
- c. **was rightfully disclosed to the Receiving Party by a third party without restriction; or**

- d. is independently developed by the Receiving Party without access to Disclosing Party's Confidential Information; or.**
- e. Is authorized in writing by Disclosing Party to be released or is designated in writing by Disclosing Party as no longer being confidential or proprietary; or**
- f. Is a public record under the Washington Public Records Act, Chapter 42.56 RCW and legally required to be disclosed.**

Except as pertains to records requested under the Washington Public Records Act, which is set forth in Section 6, below, the Receiving Party may disclose Confidential Information pursuant to any statutory or regulatory requirement or court order, provided that Disclosing Party is, to the extent legally permitted, given ten (10) days advance notice of any proposed disclosure, in order for Disclosing Party to pursue a protective order. If a protective order is not obtained by Disclosing Party at the conclusion of this ten (10) day period, the Receiving Party may disclose the requested Confidential Information without further liability.

6. Washington Public Records Act

As a public agency, City Light is subject to the Washington Public Records Act, Chapter 42.56 RCW (the "PRA" or "the Act") and under the Act, all materials prepared, owned, used, or retained by City Light or a functional equivalent of a City Light employee are considered public records. Disclosing Party understands that, unless exempt under applicable law, Confidential Information that it submits under this Agreement may be subject to public inspection or copying under the PRA. If any requests for disclosure of any records that Disclosing Party has properly identified as "Confidential Information" are made pursuant to the PRA, prior to releasing any Confidential Information, Receiving Party will determine whether the material should be made available under the law. If Receiving Party determines that the material is not exempt and may be disclosed, Receiving Party will make reasonable efforts to notify the Disclosing Party of the request and allow the Disclosing Party ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Disclosing Party fails or neglects to take such action within said period, Receiving Party may release the portions of the Confidential Information deemed subject to disclosure, and Disclosing Party shall be deemed to have consented to the disclosure of the Confidential Information and waived and released any and all rights, remedies, claims and causes of action Disclosing Party has or may have had against Receiving Party, and any and all of its directors, officers, employees, agents, representatives and insurers, arising from or relating to Receiving Party's disclosure of the Confidential Information pursuant to this Section 6.

7. Equitable Relief

The Receiving Party acknowledges and agrees that due to the unique nature of Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligation. Receiving Party further acknowledges that any such breach may allow the Receiving Party or third parties to use such Confidential Information to irreparably harm the Disclosing Party and therefore, upon any such breach or threat thereof, Disclosing Party shall be entitled to seek appropriate equitable relief. The Receiving Party will notify Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach.

8. Intellectual Property Rights

Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with this Agreement.

9. Return of Information

At any time, the Disclosing Party may request the return or the destruction of all Confidential Information previously provided to the Receiving Party. Upon receipt of such request, all such Confidential Information,

including without limitation any copies, summaries or compilations of such information, still in the Receiving Party's possession or under its control shall be promptly returned or destroyed, as requested except, however, Receiving Party may retain any Confidential Information as required by law including without limitation the PRA, as determined by Receiving Party in its sole discretion.

10. General

This Agreement supersedes all prior discussions and writing with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver of such right. The parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with which the Confidential Information may be disclosed. This Agreement will not create a joint venture, partnership, agency relationship, or other formal business relationship or entity of any kind between the Parties. In the event that any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Washington without regard to conflicts of laws provisions thereof, and each party submits to the jurisdiction and venue of the Washington state or federal court serving the King County area with respect to the subject matter of this Agreement. The headings to the Sections of this Agreement are included merely for reference and shall not affect the meaning of the language included therein. The rights, obligations, and other interests of each party shall not be assigned by such party, in whole or in part, without the prior written consent of the other party and any purported assigned of same shall be void. This Agreement is written in the English language only, which language shall be controlling in all respects. If applicable, this Agreement may be executed in counterparts or by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

WHEREFORE, the Parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.

Entity	The City of Seattle, City Light Department	
Authorized Signer Name	Siobhan Doherty	
Title	Officer, Power Supply Business Unit	
Address	700 5th Ave, Suite 3300 PO Box 34023 Seattle, WA 98124-4023	
Contact Information	Siobhan.doherty@seattle.gov	
Signature		