Date

Parties

Made by: ﻿ of ﻿ (**Recipient**)

In favour of: Parties listed at Schedule A ﻿ ﻿ of ﻿ (**Principals**); and

In favour of: The Australian Energy Regulator (the **AER**),

the Principals and the AER together being the **Beneficiaries** and each a **Beneficiary.**

1. **Definitions**

### Confidential Information means the information provided to the Recipient by the AER pursuant to section 28ZB of the National Electricity Law as contained in the documents listed in Schedule B.

#### Purpose means to assess the regulated cost elements and profit margins of distributors of public lighting.

#### Recipient’s Agents means a secretary or other administrative assistant of a Recipient instructed by a Recipient to undertake secretarial or administrative work related to the Purpose.

1. **Recipient's obligations**
	1. The Recipient acknowledges that:
		1. the Confidential Information:

#### is confidential;

#### is the property of the Principals; and

#### has commercial value; and

### the disclosure of the Confidential Information will cause the Principals significant loss and damage which will not be adequately recompensed by damages.

* 1. The Recipient must:

### take all steps necessary to safeguard the confidentiality of the Confidential Information;

### use the Confidential Information only for the Purpose;

* + 1. disclose the Confidential Information only:
			1. to a person, including the Recipient’s Agents, if:
				1. the Recipient has informed that person of the confidential nature of the Confidential Information;
				2. that person has undertaken in writing to the Beneficiaries to keep the Confidential Information secret and confidential, on terms as onerous as those in this deed; and
				3. it is necessary for the Recipient to disclose the Confidential Information for the Purpose;
			2. to the extent and for a purpose to which the Principals has consented in writing; or
			3. to the extent required by law.

### keep all the Confidential Information in a secure manner;

### not enter any of the Confidential Information into a computer or database that is not operated and controlled solely by the Recipient;

### not make any copies of, or any photographs or written or graphic material representing any Confidential Information, without the prior written consent of the Principals;

### take all action necessary to prevent unauthorised use or disclosure of the Confidential Information.

### take all action necessary to obtain the return, destruction or deletion of any unauthorised copy or printing of the Confidential Information.

### not establish any business or use any process based on the Confidential Information unless the Recipient has consented to that in writing.

### not profit from the use of the Confidential Information except in respect of the Purpose; and

### must immediately report to the Principals any unauthorised use, disclosure, copy or printing of the Confidential Information of which the Recipient becomes aware.

* 1. On completion of the Purpose and at any other time when required by the Principals, the Recipient must:

### deliver to the Principals all Confidential Information in the Recipient’s possession or control;

### delete all Confidential Information held electronically in any medium in the Recipient’s possession or control;

### destroy all documents (including analyses, compilations, reports and memoranda) which were prepared by or for the Recipient and which were based wholly or partly on the Confidential Information, and delete all such documents held electronically in any medium in the Recipient's possession or control; and

### if required by the Principals, affirm by statutory declaration that the Confidential Information, including all copies of it, has been delivered or deleted.

1. **Continuing obligations**
	1. The Recipient’s obligations in relation to Confidential Information:

### are given in favour of the Beneficiaries, jointly and severally;

### continue after the completion of the Purpose or termination, rescission or completion of any agreement in respect of the Purpose and will be enforceable at any time at law or in equity and will continue to the benefit of, and be enforceable by, the Principals;

### are in addition to any other contractual or fiduciary obligations the Recipient has to the Principals however arising.

1. **Indemnity**
	1. The Recipient must indemnify the Principals and keep the Principals indemnified against all claims and all losses, costs, liability and expenses incurred by the Principals in respect of:
		1. any breach of this deed by the Recipient; and
		2. any act or omission by a person to whom the Recipient disclosed the Confidential Information, which if done or omitted by the Recipient, would be a breach of this deed by the Recipient.
2. **Remedies**
	1. The Recipient acknowledges that:
		1. any unauthorised use or disclosure of the Confidential Information in breach of this deed will cause material damage to the Principals; and
		2. the Beneficiaries have the right, in addition to any other remedies available at law, to seek injunctive relief against the Recipient in respect of any breach of this deed by the Recipient.
	2. The Recipient agrees that the Beneficiaries are not obliged to show or provide evidence of any actual damage sustained or to be sustained by the Principals in order to obtain such injunctive relief.
3. **Beneficiaries’ rights**

The Principals reserves all rights in the Confidential Information and no rights or Obligations other than those expressly contained in this deed are granted or to be implied from this deed.

1. **Recipient’s Agents**
	1. If, in connection with this deed, the Recipient may not do something, it may not allow or cause it to be done or do or omit to an anything which results in it happening.
	2. If, in connection with this deed, the Recipient must do something, it must, if appropriate, ensure that the Recipient’s Agents also do it.
	3. Without limiting anything in subclauses 7.1 and 7.2, the Recipient must restrain the Recipient’s Agents who have access to the Confidential Information from any action or omission which, if they were the Recipient, would constitute a breach of this deed.

Executed as a deed poll

|  |  |  |
| --- | --- | --- |
| Signed sealed and delivered in the presence of |  |  |
|  |  |  |
| Signature of Witness |  |   |
|  |  |  |
| Print full name of Witness |  |  |

Schedule A – Principals

Ausgrid

Endeavour Energy

Philips Lighting Australia

OSRAM Australia Pty Ltd

Sylvania Lighting Australasia Pty Ltd

Rexel Electrical Suppliers Pty Ltd

Hayman Industries Pty Ltd

Artcraft Pty Ltd

Riton Engineering Pty Ltd

Thorn Lighting Pty Ltd

Stemar Electrical Products Pty Ltd

Pierlite Australia Pty Ltd

CABAC Cable Accessories (Australia)

TE Connectivity

UAM Pty Ltd

ETS Electrical Services

Harnleigh Pty Ltd

Lend Lease Infrastructure Services Pty Ltd

WE-EF LIGHTING Pty Ltd

Durasteel Engineering Co.

Ingal EPS

Pecan Lighting Pty Ltd

OrangeTek Pty Ltd

Saferoads Pty Ltd

Coffs Harbour Hardwoods Pty Ltd

Schedule B - Confidential Information

| **Document title** |
| --- |
| Ausgrid, Regulatory proposal, Attachment 8.09. ‘Public lighting investment plan – active reactors’  |
| Ausgrid, Regulatory proposal, Attachment 8.10.‘Public lighting investment plan – Replacement of twin 20 luminaires’. |
| Ausgrid, Regulatory proposal, Attachment 8.11.‘Public lighting investment plan- Replacement of 42W CFL with LED’ |
| Ausgrid, Regulatory proposal, Attachment 8.13A‘Post June 2009 Annuity Prices’ |
| Ausgrid, Regulatory proposal, Attachment 8.13CPre 2009 'Fixed Charge' model |
| Ausgrid, Regulatory proposal, Attachment 8.13D‘Opex cost build up’ model |
| Ausgrid, Regulatory proposal, Attachment 8.14‘Public lighting price list’ Pre 2009 capital charges |
| Endeavour Energy, Regulatory proposal, Attachment 8.02A5 –Internal memorandum |
| Endeavour Energy, Regulatory proposal, Attachment 8.05 – Public lighting models |