

ATTACHMENT EE**FORM OF NON-DISCLOSURE AGREEMENT
FOR AUTHORIZED REQUESTORS**

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made this ___ day of ___ by and between, _____, an Authorized Requestor, as defined below, employed or retained by an Authorized Agency, as defined below, with offices at _____, and the Midcontinent Independent System Operator, Inc., a Delaware limited liability company, with offices at 720 City Center Drive, Carmel, Indiana 46032 (“MISO” or “Transmission Provider”). The Authorized Requestor and the Transmission Provider shall be referred to herein individually as a “Party,” or collectively as the “Parties.” Unless otherwise stated herein, capitalized terms shall have the same meaning as set forth in the Transmission Provider’s Tariff on file with the Federal Energy Regulatory Commission.

RECITALS

Whereas, the Transmission Provider serves as the Regional Transmission Organization with reliability and/or functional control responsibilities over transmission facilities in the states of the Transmission Provider Region, and operates and oversees wholesale markets for electricity pursuant to the requirements of the Transmission Provider Tariff and the ISO Agreement; and

Whereas, the Transmission Provider’s Independent Market Monitor (“IMM”) serves as the monitor for the Transmission Provider’s wholesale markets for electricity in the Transmission Provider’s Region; and

Whereas, the Tariff requires that the Transmission Provider and the IMM maintain the confidentiality of Confidential Information; and

Whereas, Section 38.9.4 of the Tariff requires the Transmission Provider and the IMM to disclose Confidential Information to Authorized Requestors upon satisfaction of conditions stated in the Tariff, including the execution of this Agreement by the Authorized Requestor; and

Whereas, the Transmission Provider desires to provide Authorized Requestors with the broadest possible access to Confidential Information, consistent with the Transmission Provider’s and the IMM’s obligations and duties under the Tariff, the ISO Agreement, and applicable FERC Orders; and

Whereas, this Agreement is a statement of the conditions and requirements, consistent with the requirements of the Tariff, whereby the Transmission Provider or the IMM shall provide Confidential Information to the Authorized Requestor.

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NOW, THEREFORE, agreeing to be legally bound, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1 Affected Participant. A Market Participant, a person that engages in Market Activities or a person that takes any other service under the Tariff that has provided to the Transmission Provider Confidential Information that is requested by, or is disclosed to, an Authorized Requestor under a Non-Disclosure Agreement.

1.2 Authorized Agency. (i) A State public utility commission within the geographic limits of the Transmission Provider Region that regulates the distribution or supply of electricity to retail customers or is legally charged with monitoring the operation of wholesale or retail markets serving retail suppliers or customers within its State; or (ii) the Organization of MISO States or any successor organization, formed to act as a regional state committee within the Transmission Provider Region.

1.3 Authorized Requestor. A person, including the undersigned, which has executed this Agreement and is authorized by an Authorized Agency to receive and discuss Confidential Information. Authorized Requestors may include State public utility commissioners, State commission staff, attorneys representing an Authorized Agency, and employees, consultants and/or contractors directly employed or retained by an Authorized Agency, provided, however, that consultants or contractors may not initiate requests for Confidential Information.

1.4 Confidential Information. Confidential Information is that information defined in Section 1.C of the Tariff.

1.5 FERC or Commission. The Federal Energy Regulatory Commission.

1.6 Information Request. A written request in accordance with the terms of this Agreement for disclosure of Confidential Information pursuant to Section 38.9.4 of the Tariff.

1.7 ISO Agreement. The Agreement Of Transmission Facilities Owners To Organize The Midcontinent Independent System Operator, Inc., on file with the Commission detailing the rights and obligations of the Transmission Provider.

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1.8 IMM. The Independent Market Monitor established under Module D of the Tariff.

1.9 The Tariff. The Open Access Transmission and Energy Markets Tariff, including all schedules and attachments thereto, of the Transmission Provider as amended from time to time. The term Tariff shall endure to include any successor tariff or rate schedule approved by the Commission.

1.10 Third Party Request. Any request or demand by any entity upon an Authorized Requestor or an Authorized Agency for release or disclosure of Confidential Information. A Third Party Request shall include, but shall not be limited to, any subpoena, discovery request, request pursuant to state freedom of information or public records access statutes or regulations, or other request for Confidential Information made by any: (i) federal, state or local government subdivision, department, official, agency or court, or (ii) arbitration panel, business, company, entity or individual. This provision is subject to any applicable exception under the Tariff.

2. Protection of Confidentiality.

2.1 Representation as to Status and Acceptance of Duty to Not Disclose. The Authorized Requestor states that:

- (a) he or she is an Authorized Requestor as defined herein;
- (b) he or she is employed or retained by _____ [name of Authorized agency] as _____;
- (c) he or she is authorized by the _____ [name of Authorized Agency] to enter into and perform the obligations of this Non-Disclosure Agreement;
- (d) the Authorized Agency identified in Subsections (b) and (c) above has practices or procedures adequate to protect against the unauthorized release of Confidential Information received;
- (e) he or she is familiar with, and will comply with, all such applicable Authorized Agency practices or procedures;
- (f) he or she is authorized to represent and warrant and does so represent and warrant that the Authorized Agency identified in Subsections (b) and (c) above will deny Third Party Requests and defend, consistent with the terms of Section 2.4.6 below, against any legal process that seeks the release of any Confidential Information in contravention of the terms of the Non-Disclosure Agreement; and

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- (g) he or she is not in breach of any Non-Disclosure Agreement entered into with the Transmission Provider.

2.2 Conditions Precedent. The Authorized Requestor agrees that as a condition of the execution, delivery and effectiveness of this Agreement by the Transmission Provider and the continued provision of Confidential Information pursuant to the terms of this Agreement, the Authorized Agency shall, prior to the initial Information Request for Confidential Information by an Authorized Requestor on its behalf, provide the Transmission Provider with:

- (a) a list and copies of statutory authority, obligation or duty establishing or specifying the particular Authorized Agency's duty, responsibility or authority in fulfillment of which it will make requests to the Transmission Provider or the IMM under this Agreement for information, including, but not limited to, that enumerated and described as available to either the Transmission Provider or the IMM in Module D of the Tariff;
- (b) a statement notifying and identifying to the Transmission Provider that the Authorized Agency has practices or procedures in place adequate to protect against the unauthorized release of Confidential Information;
- (c) confirmation in writing that the Authorized Requestor is authorized by the Authorized Agency to enter into this Agreement and to receive Confidential Information under the Tariff;
- (d) in the case of the Organization of MISO States ("OMS"), an order of the Commission prohibiting the release of confidential information by the OMS, except in accordance with the terms of the Non-Disclosure Agreement; and
- (e) A statement either
 - (i) That there is no state law, executive order or other administrative requirement that would compel the mandatory release of Confidential Information held by the Authorized Agency to any person or agency that was not an Authorized Requestor; or
 - (ii) In the absence of the statement required by Subsection (a) above, the identification of the state law, executive order or other administrative requirement that would compel release of Confidential Information to any person or agency and any interagency agreement or other procedure by which such person or agency could execute the Non-Disclosure Agreement or an

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agreement containing the same substantive provisions as this Agreement.

The Transmission Provider's processing of the above enumerated information to determine that the conditions precedent have been met shall be consistent with and governed by the terms of Section 38.9.4.1 of the Tariff. The Transmission Provider and the IMM shall be expressly entitled to rely upon such Authorized Agency orders, and/or certifications of counsel as described in Section 38.9.4.1 in providing Confidential Information to the Authorized Requestor, and shall in no event be liable, or subject to damages or claims of any kind or nature hereunder or due to the ineffectiveness of Authorized Agency orders, or the inaccuracy of such certification of counsel.

2.3 Limited Discussion of Confidential Information Among Authorized Requestors Sponsored By Different Authorized Agencies. Authorized Requestors who are parties to Non-Disclosure Agreements but who are sponsored by different Authorized Agencies may discuss Confidential Information with each other, provided that:

- (a) They have each requested and received such Confidential Information from the Transmission Provider or the IMM;
- (b) At least one Authorized Requestor that will participate in the planned discussion: (i) notifies the Transmission Provider in advance of the discussion in which such Confidential Information will be discussed; and (ii) identifies the other Authorized Requestors with whom the Confidential Information will be discussed; and
- (c) The Transmission Provider confirms that all Authorized Requestors that will be included in the discussion received the Confidential Information as provided in Subsection (a) above. The Transmission Provider shall respond to a notification under Subsection (b) above within two (2) business days from receipt of the notification.

The Transmission Provider shall provide an Affected Participant with notice of the planned discussion within two (2) business days from receipt of notification of the planned discussion. The discussion of Confidential Information among Authorized requestors pursuant to this section shall not change the status of the Confidential Information. Disclosures authorized by this section shall be limited to discussion. Any

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request for documents containing Confidential Information originally provided to an Authorized Requestor shall only be made pursuant to an Information Request.

2.4 Care and Use of Confidential Information.

2.4.1 Control of Confidential Information. The Authorized Requestor shall be the custodian of any and all Confidential Information received pursuant to the terms of this Agreement from the Transmission Provider or the IMM.

2.4.2 Access to Confidential Information. Except when inconsistent with state or federal law, the Authorized Requestor shall ensure that Confidential Information received by that Authorized Requestor is disclosed, as appropriate, only to those persons identified as Authorized Requestors by his or her Authorized Agency to the Transmission Provider pursuant to the requirements of Section 2.2(c) of this Agreement or, in the limited circumstances described by Section 2.3 of this Agreement, is discussed only with persons properly identified as Authorized Requestors eligible to participate in such discussion.

2.4.3 Notice of Change in Status. The Authorized Requestor or Authorized Agency shall promptly notify the Transmission Provider of any change that would affect the Authorized Requestor's status as an Authorized Requestor. The Transmission Provider shall maintain a schedule of all Authorized Requestors and the Authorized Agencies they represent, which shall be made available on the Transmission Provider's website or by written request. The schedule shall include phone numbers and e-mail addresses. The Transmission Provider will compile the schedule, based on information provided by Authorized Requestors and/or Authorized Agencies. The Transmission Provider shall update the schedule promptly upon receipt of information from an Authorized Requestor or Authorized Agency, but shall have no obligation to verify or corroborate any such information, and shall not be liable or otherwise responsible for any inaccuracies in the schedule due to incomplete or erroneous information conveyed to and relied upon by the Transmission Provider in the compilation and/or maintenance of the schedule.

2.4.4 Use of Confidential Information. The Authorized Requestor shall use the Confidential Information solely for the purpose of assisting an Authorized Agency in discharging its duty, responsibility or authority in fulfillment of which it authorizes Authorized Requestors to make requests for Confidential Information pursuant to this Agreement, and for no other purpose.

2.4.5 Return of Confidential Information. When the Authorized Agency determines that it no longer needs the Confidential Information that was disclosed

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to the Authorized Requestor (e.g., if for any reason the Authorized Requestor is not, or will no longer be an Authorized Requestor, and the Confidential Information he or she received is no longer needed by the Authorized Agency) the Authorized Agency or Authorized Requestor shall: (a) return the Confidential Information and all copies thereof to the Transmission Provider or the IMM, or (b) certify to the Transmission Provider or the IMM that all paper copies have been destroyed and all electronic copies of the Confidential Information have been deleted, or identify the time by which it will comply with either (a) or (b) above consistent with state document retention laws. The Transmission Provider or the IMM shall waive this condition in writing if such Confidential Information has become publicly available or non-confidential in the course of business or pursuant to the Tariff, the ISO Agreement, or applicable rule or order of the FERC. Upon the request of the Affected Participant, but in any event no later than one year from the date of disclosure, the Transmission Provider shall inquire of the Authorized Requestor as to when the need for the information as originally specified in the Information Request will be concluded. The Authorized Requestor shall respond to the Transmission Provider within 30 days.

2.4.6 Defense Against Third Party Requests.

2.4.6.1 The Authorized Requestor's sponsoring Authorized Agency will deny any Third Party Requests and, except in the case where a certification by counsel of the Authorized Agency was made pursuant to Section 38.9.4.1(d) of the Tariff, defend against any legal process that seeks the release of any Confidential Information in contravention of the terms of the Non-Disclosure Agreement. The Authorized Requestor's Authorized Agency shall defend against any disclosure of Confidential Information pursuant to any Third Party Request through all available legal process, including, but not limited to, obtaining any necessary protective orders. The Authorized Requestor, or upon written notification of assignment of this duty, the relevant Authorized

Agency, shall provide the Transmission Provider and the Transmission Provider shall provide each Affected Participant, with prompt notice of any such Third Party Request or legal proceedings, and shall consult and cooperate with Transmission Provider and/or any Affected Participant in its efforts to deny the request or defend against such legal process. In the event a protective order or other remedy is denied, the Authorized Requestor agrees to furnish only that portion of the Confidential Information which their legal counsel advises the Transmission Provider (and of which the Transmission Provider shall, in turn, advise any Affected Participants) in writing is legally required to be furnished, and to exercise their best efforts to obtain assistance that confidential treatment will be accorded to such Confidential Information.

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2.4.6.2 Where the certification from counsel for the Authorized Agency disclosed a state law that would prohibit or prevent the Authorized Agency from defending against any disclosure of Confidential Information, the Authorized Agency will be excused from the obligation to defend in Section 2.4.6.1, but shall have all other obligations in that section. In addition to those obligations, the Authorized Agency will have the obligation to consult with and cooperate with the Transmission Provider and the Affected Participant in their efforts to secure the right to participate in and defend against any disclosure of Confidential Information to the third party requestor. In the case where a previously disclosed state law prohibits or prevents the Authorized Agency from defending against any disclosure, the Transmission Provider, at the election of the Affected Party expressed through timely notice given consistent with Section 4 of this Agreement, will oppose any disclosure of Confidential Information pursuant to any Third Party Request through all available legal process, including, but not limited to, obtaining any necessary protective orders.

2.5 Information Requests

- (a) **Form:** Information Requests to the Transmission Provider or the IMM shall be in writing, and shall include electronic communications addressed to the Transmission Provider or to the IMM as appropriate.
- (b) **Content:** Each Information Request shall describe, in as much detail as possible, the particular information sought, including the time period for the requested information; provide a description of the purpose for which the information is being sought and state the time period for which it is expected that the information will need to be retained by the Authorized Requestor.
- (c) **Notice:** The Transmission Provider or IMM shall provide an Affected Participant with notice and a copy of an Information Request by an Authorized Requestor as soon as possible, but not later than two (2) business days after the receipt of the Information Request.
- (d) **Disclosure:** The Transmission Provider or IMM shall supply the information sought to the Authorized Requestor in response to any Information Request within five (5) business days after the receipt of the Information Request or such longer period as may be specified in the Information Request, unless a timely objection has been made to the Information Request, or unless the requested information can only reasonably be made available within an extended time period. To the

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extent that the Transmission Provider or IMM cannot reasonably prepare and deliver the requested information within the five (5) business day period or any longer period specified in the Information Request, it shall, within such period, hold discussions with the Authorized Requestor and provide the Authorized Requestor with a mutually agreed upon written schedule for the provision of such remaining information. Upon providing the requested information to the Authorized Requestor, the Transmission Provider or IMM shall provide a copy of the disclosed information to the Affected Participant(s), or provide a listing of the Confidential Information disclosed; provided, however, that the Transmission Provider or IMM shall not reveal any Affected Participant's Confidential Information to any other participant.

- (e) **Objection:** Notwithstanding Subsection (d) above, should the Transmission Provider, IMM or an Affected Participant object to an Information Request or any portion thereof, any of them may, within four (4) business days following the Transmission Provider's or IMM's receipt of the Information Request, request, in writing, a conference with the Authorized Agency, or the Authorized Agency's Authorized Requestor, to resolve differences concerning the scope or time period covered by the Information Request; provided, however, nothing herein shall require the Authorized Agency to participate in any conference. Any party to the conference may seek assistance from FERC staff in resolution of the dispute. Should such conference be refused by any participant, or not resolve the dispute, then the Transmission Provider, the Affected Participant or the Authorized Agency may initiate appropriate legal action at FERC within three (3) business days following receipt of written notice from any participant refusing or terminating such conference. Any complaints filed at FERC objecting to a particular Information Request shall be designated by the party as a "fast track" complaint and each party shall bear its own costs in connection with such FERC proceeding. If no FERC proceeding regarding the Information Request is commenced within such three-day period, the Transmission Provider or IMM shall respond to the Information Request within five (5) business days or any longer period that may be specified by the Information Request, counted from the expiration of such three-day period.
- (f) **Opportunity to Respond to Confidentiality Claims:** If the Affected Participant, the Transmission Provider or the IMM considers the information sought by the Information Request as Confidential Information, the Authorized Requestor shall be provided an opportunity to challenge the designation or classification of the requested information as Confidential Information.

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- (g) **Limitation On Disclosure Obligation:** The Transmission Provider or the IMM shall not be required to make disclosure in response to an Information Request in circumstances where an electronic data link, dedicated communication circuit or other hardware or third party services would be necessary to effectuate the disclosure. Nor shall the Transmission Provider or the IMM be required to make disclosure in response to an Information Request that is of a scope or extent materially similar to the flow of data from Market Participants to the Transmission Provider or from the Transmission Provider to the IMM.
- (h) **Limited Oral Disclosures.** The Transmission Provider or IMM may, in the course of discussions with an Authorized Requestor, orally disclose information otherwise required to be maintained in confidence, without the need for a prior Information Request. Such oral disclosures shall provide enough information to enable the Authorized Requestor or the Authorized Agency to determine whether additional Information Requests are appropriate. The Transmission Provider or the IMM will not make any written or electronic disclosures of Confidential Information to the Authorized Requestor pursuant to this section. In any such discussions, the Transmission Provider or the IMM shall ensure that the individual or individuals receiving such Confidential Information are Authorized Requestors under their respective Non-Disclosure Agreements, orally designate Confidential Information that is disclosed, and refrain from identifying any specific Affected Participant whose information is disclosed. The Transmission Provider or IMM shall also be authorized to assist Authorized Requestors in interpreting Confidential Information that is disclosed. The Transmission Provider or the IMM shall: (i) maintain a written record of oral disclosures pursuant to this section, which shall include the date of each oral disclosure and the Confidential Information disclosed in each such oral disclosure, and (ii) provide any Affected Participant with oral notice of any oral disclosure immediately, but not later than one (1) business day after the oral disclosure. Such oral notice to the Affected Participant shall include the substance of the oral disclosure, but shall not reveal any Confidential Information of any other entity and must be received by the Affected Participant before the name of the Affected Participant is released to the Authorized Requestor; provided, however, the identity of the Affected Participant must be made available to the Authorized Requestor within two (2) business days of the initial oral disclosure.

2.6 Ownership and Privilege. Nothing in this Agreement, or incident to the provision of Confidential Information to the Authorized Requestor pursuant to any Information Request, is intended, nor shall it be deemed, to be a waiver or abandonment

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of any legal privilege that may be asserted against subsequent disclosure or discovery in any formal proceeding or investigation. Moreover, no transfer or creation of ownership rights in any intellectual property comprising Confidential Information is intended or shall be inferred by the disclosure of Confidential Information by the Transmission Provider or by the IMM, and any and all intellectual property comprising Confidential Information disclosed and any derivations thereof shall continue to be the exclusive intellectual property of the Transmission Provider, IMM, the Affected Participant, and/or other owner(s) thereof.

3. Unauthorized Disclosure, and Remedies for Breach of Agreement.

3.1 Notification of Unauthorized Disclosure to Third Parties. The Authorized Requestors and/or their respective Authorized Agency shall promptly notify the Transmission Provider or the IMM, who shall, in turn, promptly notify any Affected Participant of any unauthorized release of Confidential Information provided pursuant to any Non-Disclosure Agreement. The Authorized Requestor shall take steps to minimize any further release of Confidential Information, and shall take reasonable steps to attempt to retrieve any Confidential Information that may have been released. Upon notification, the Transmission Provider or the IMM will cease disclosure to the Authorized Requestor pursuant to any still active Information Requests and will make no disclosure pursuant to any Information Request then pending from the Authorized Requestor, until it can be determined after consultation by the Transmission Provider with the Authorized Requestor, his or her Authorized Agency and the Affected Participant that an appropriate combination of the following factors warrants the resumption of the Transmission Provider's disclosure obligations under this Agreement: (i) the disclosure was not due to the intentional, reckless or negligent action or omission of the Authorized Requestor; (ii) there was no harm or economic damage suffered by the Affected Participant from the disclosure; (iii) there are now practices or procedures in place adequate to prevent a recurrence of the unauthorized disclosure; and/or (iv) similar good cause shown.

3.2 Breach. The Authorized Requestor agrees that its release of Confidential Information to persons not authorized under this Agreement to receive it constitutes a breach of this Agreement, unless the Authorized Requestor is required under state or federal law to release such information. If the Transmission Provider or the IMM determines on its own, or agrees with an Authorized Agency, or receives from an Authorized Requestor or Authorized Agency a written notice, that a breach has occurred, or FERC has made a ruling that a breach has occurred, the Transmission Provider and/or the IMM shall terminate the Non-Disclosure Agreement and require either the immediate return of all Confidential Information obtained by the Authorized Requestor pursuant to the Non-Disclosure Agreement or a certification of its destruction. The Transmission Provider shall verify the breach in consultation with the Authorized Agency. If it is

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subsequently determined that there was no breach, the Transmission Provider shall restore the status of the Authorized Requestor, and may also restore such status if otherwise justified by circumstances described in Subsection (b) above.

3.3 Waiver of Monetary Damages. If the Authorized Requestor is an employee of an Authorized Agency upon execution of the Non-Disclosure Agreement, he or she shall have no responsibility or liability whatsoever under this Agreement for any and all liabilities, losses, damages, demands, fines, monetary judgments, penalties, costs and expenses caused by, resulting from, or arising out of, or in connection with, the release of Confidential Information to persons not authorized to receive it. However, nothing in this Section 3.2 is intended to limit the liability of any person who is not an employee of or a member of an Authorized Agency, to the degree not granted limitations as to liability under applicable state law of the Authorized Agency's state, when such person is under contract to the Authorized Agency, for any and all direct economic losses, damages, demands, fines, monetary judgments, penalties, costs and expenses caused by, resulting from, or arising out of or in connection with such unauthorized release.

3.4 Post Employment Or Post Retention Duties

If an Authorized Requestor who has received Confidential Information pursuant to this Agreement terminates his or her employment with the sponsoring Authorized Agency or is otherwise no longer employed by the Authorized Agency, he or she shall:

- (a) Notify the Authorized Agency, the Transmission Provider and the IMM of the change in status;
- (b) Certify to the Transmission Provider that he has transferred control of the Confidential Information to another Authorized Requestor at the same Agency, has retained no personal copies of the Confidential Information and that any Confidential Information not transferred has been destroyed.

If these steps have been taken, then the limitations as to liability in Section 3.3 shall apply to the former employee.

4. Notices. All notices required pursuant to the terms of this Agreement shall be in writing, and served upon the following individuals in person, or at the following addresses or email addresses:

If to the Authorized Requestor:

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(email address)
with a copy to

(email address)

If to the Transmission Provider:

Midcontinent Independent System Operator, Inc
General Counsel
720 West City Center Drive
Carmel, IN 46032

If to the Independent Market Monitor:

Dr. David B. Patton, President
Potomac Economics, Ltd.
4029 Ridge Top Road
Fairfax, VA 22030
dpatton@potomaceconomics.com

with a copy to
General Counsel
misolegal@misoenergy.org

5. Severability and Survival. In the event any provision of this Agreement is determined to be unenforceable as a matter of law (including state Freedom of Information Act statutes), the Parties intend that all other provisions of this Agreement remain in full force and effect in accordance with their terms. In the event of conflicts between the terms of this Agreement and the Tariff, the terms of the Tariff shall in all events be controlling. The Authorized Requestor acknowledges that any and all obligations of the Authorized Requestor hereunder shall survive the severance or termination of any employment or retention relationship between the Authorized Requestor and its respective Authorized Agency.

6. Representations. The undersigned is able to perform all of the obligations and duties contained herein.



- 7. Counterparts.** This Agreement may be executed in counterparts and all such counterparts together shall be deemed to constitute a single executed original.
- 8. Amendment.** This Agreement may not be amended except by written agreement executed by authorized representatives of the Parties.
- 9. Assignment.** This Agreement is not assignable without the written agreement of both Parties.

Midcontinent Independent
System Operator, Inc.
By:

AUTHORIZED REQUESTOR
By:

Name
Title:

Name
Title:

Date: _____

Date: _____

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