

INFORMATION ONLY

CRITICAL ENERGY INFRASTRUCTURE INFORMATION GENERAL NON-DISCLOSURE AGREEMENT

WHEREAS, Midcontinent Independent System Operator, Inc. (“MISO”) is prepared to disclose Critical Energy Infrastructure Information (“CEII”) under this Critical Energy Infrastructure Information General Non-Disclosure Agreement (“CEII NDA”) to _____ (“Recipient”), an individual employed with _____, in connection with a legitimate need for the CEII (the “Purpose”) (MISO and Recipient may be collectively referred to as “Parties” or singly as “Party”);

WHEREAS, Recipient represents that he/she has a legitimate purpose for requesting the CEII pursuant to this Agreement; and,

WHEREAS, MISO and Recipient desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions - For purposes of these provisions:

a. The term “CEII” shall include specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (1) relates details about the production, generation, transportation, transmission, or distribution of energy; (2) could be useful to a person in planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552 (2000); and (4) does not simply give the general location of the critical infrastructure. Narratives such as the descriptions of facilities and processes are generally not CEII unless they describe specific engineering and design details of critical infrastructure.

b. The term “Recipient” means someone who has executed this CEII NDA and is approved to receive CEII.

2. A Recipient certifies that it is his/her understanding that access to CEII is provided pursuant to the terms and restrictions of the provisions in this CEII NDA, and that such Recipient has read the provisions and agrees to be bound by them.

3. Recipient may only discuss CEII with another Recipient of the identical CEII, except that Recipient may reveal the CEII under circumstances where Recipient, or the party for whom Recipient obtained the CEII, is requested or required by legal or administrative process to disclose the CEII. A Recipient may check with MISO to determine whether another individual is a Recipient of the identical CEII. Under circumstances of a requested or required legal disclosure by a court or administrative body of competent jurisdiction, Recipient shall use reasonable efforts to ensure that such CEII is treated confidentially, including seeking an appropriate protective order, and shall promptly notify MISO of such request or requirement so that MISO

Initials: _____

Date: _____

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may consider taking timely, additional steps to protect the CEII or obtain other relief. Any such disclosure shall only include that portion of the CEII that is required to be disclosed, and Recipient shall notify MISO as soon as reasonably practicable of the items of CEII so disclosed.

4. A Recipient of CEII may use CEII as foundation for advice provided to others, but may not disclose CEII to another individual unless that individual is an authorized Recipient of the identical CEII either under the terms of this CEII NDA or the other individual lawfully possesses the identical CEII.

5. A Recipient will not knowingly use CEII for an illegal or illegitimate purpose.

6. All CEII shall be maintained by Recipient in a secure place in a manner that prevents unauthorized access. Access to those materials shall be limited to other Recipients of the identical material. Recipient may make copies of CEII, but such copies become CEII and are subject to these same procedures. Recipient may make notes of CEII, which shall be treated as CEII notes if they contain CEII.

7. Recipient must return CEII to MISO or destroy CEII within fifteen days of a written request by MISO to do so, except that CEII notes may be retained in accordance with Paragraph 6, above. Within such time period, each Recipient, if requested to do so, shall also submit to MISO an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned, destroyed or are being maintained by Recipient in accordance with Paragraph 6.

8. Recipient remains bound by these provisions unless MISO specifically rescinds the designation of information as CEII in a writing directed to Recipient or a court of competent jurisdiction finds that the information does not qualify as CEII.

9. Recipient must promptly notify MISO if any conditions, such as a change in employment or change in representation of the party for whom Recipient obtained the CEII, occur.

10. MISO may reasonably audit Recipient's compliance with this CEII NDA.

11. Recipient is required to promptly report all unauthorized disclosures of CEII to MISO.

12. Violation of this CEII NDA will be reported to the Federal Energy Regulatory Commission (the "Commission") which in turn may result in criminal or civil sanctions against Recipient.

13. All notices to MISO shall be in writing. Notices shall generally be provided to MISO as directed on MISO's website (www.misoenergy.org, or succeeding website) regarding communications that concern non-disclosure agreements (e.g. stakeholder communications to MISO Client Relations). Specific notices under Paragraphs 3 and 11 shall only be deemed given if delivered personally or by commercial delivery service, mailed by registered or certified mail (return receipt requested), or sent via facsimile (with acknowledgment of complete transmission) to MISO at the following addresses (or at such other address as MISO shall specify in a written



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communication to Recipient):

MISO
720 West City Center Drive
Carmel, Indiana 46032
Attn: General Counsel
Facsimile No.: (317) 249-5912

14. I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of the above CEII provisions, that I have been given a copy of and have read the provisions, and that I agree to be bound by them. I understand that the contents of the CEII, any notes or other memoranda, or any other form of information that copies or discloses CEII shall not be disclosed to anyone other than another person who has been granted access to these same materials. I acknowledge that a violation of this CEII NDA may result in criminal or civil sanctions, including the suspension of my ability to appear before the Commission pursuant to 18 C.F.R. § 385.2102.

By: _____
Signature

Print Name: _____

Title: _____

Address (1): _____

Address (2): _____

Email: _____

Representing: _____

Date: _____

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