

**CRITICAL ENERGY INFRASTRUCTURE INFORMATION  
NON-DISCLOSURE AGREEMENT FOR  
MISO-SPP COORDINATED SYSTEM PLAN STUDY**

WHEREAS, Midcontinent Independent System Operator, Inc. (“MISO”) and/or Southwest Power Pool, Inc. (“SPP”) is/are prepared to disclose certain information related to joint and interregional system planning, wherein common Critical Energy Infrastructure Information (“CEII”) material is developed, under this Critical Energy Infrastructure Information Non-Disclosure Agreement for MISO-SPP Coordinated System Plan Study (“NDA”) to \_\_\_\_\_ (“Recipient”), an individual employed by or acting on behalf of \_\_\_\_\_, in connection with a legitimate need for the CEII (the “Purpose”) (MISO and SPP may be collectively referred to as the “RTOs” or singly as the “RTO”) (MISO, SPP 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 NDA; and,

WHEREAS, the RTOs 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 NDA 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 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 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. A Recipient may check with the RTOs to determine whether another individual is a Recipient of the identical CEII.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

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 approved Recipient of the same CEII.
5. A Recipient will not knowingly use CEII for an illegal or non-legitimate purpose.
6. All CEII shall be maintained by Recipient in a secure place. Access to those materials shall be limited to other Recipients of the identical material. Recipients may make copies of CEII, but such copies become CEII and subject to these same procedures. Recipients may make notes of CEII, which shall be treated as CEII notes if they contain CEII.
7. Recipients must return CEII to the disclosing RTO or destroy CEII within fifteen days of a written request by the disclosing RTO 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 the disclosing RTO 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. The Recipient remains bound by these provisions unless the RTOs rescind the provisions or a court of competent jurisdiction finds that the information does not qualify as CEII.
9. In the event that the RTOs or the Commission rescinds the provisions or a court of competent jurisdiction finds that the information provided to Recipient pursuant to this NDA does not qualify as CEII:
  - a. Recipient shall take necessary precautions to prevent disclosure of the material to the public or any third party;
  - b. Recipient agrees that the material will not be copied or furnished to other parties;
  - c. Recipient will safeguard the material with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information; and
  - d. Recipient must return all such material received from the RTOs pursuant to this NDA or destroy such material within fifteen days of a written request by the disclosing RTO to do so. Within such time period, Recipient, if requested to do so, shall also submit to the disclosing RTO an affidavit stating that, to the best of his or her knowledge, all such material has been returned or destroyed.
10. The RTOs may reasonably audit the Recipient's compliance with this NDA.
11. Violation of this NDA will be reported to the Federal Energy Regulatory Commission (the "Commission") which in turn may result in criminal or civil sanctions against the Recipient.
12. If any provision of this NDA is held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect or with respect to any CEII, such provision in all other respects or with respect to all CEII, shall nevertheless continue in full force and effect without being impaired or invalidated and shall be enforced to the full extent permitted by law or regulation.

13. The RTOs disclaim and do not make any express or implied representations or warranties concerning the accuracy or completeness of any CEII provided to Recipient under this NDA. The RTOs shall have no liability to Recipient, or any other person or entity, for the Recipient's use of any CEII disclosed pursuant to this NDA. In addition, the extent to which CEII is disclosed under this NDA resides solely with the RTOs and disclosure of CEII of any nature shall not obligate the RTOs to disclose other information.

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 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. I agree that my compliance with this NDA is subject to reasonable audit by the RTOs.

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_