



CEII NON-DISCLOSURE AGREEMENT

This CEII NON-DISCLOSURE AGREEMENT (the “Agreement”) is made by the undersigned NPCC Member Recipient of CEII information (the “Member Recipient”) in favor of Northeast Power Coordinating Council, Inc. (“NPCC”), with its business address located at 1040 Avenue of the Americas – 10th Floor, New York, New York 10018.

WHEREAS, the Member Recipient has requested that NPCC provide certain information, all or a portion of which may be classified by Members as Critical Energy Infrastructure Information, as a necessary condition to fulfill their NPCC Membership obligations; and

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

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

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, NPCC and Member Recipient agree as follows:

1. Definition of CEII. For purposes of this Agreement, “Critical Energy Infrastructure Information” or “CEII” shall mean 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. CEII shall also include all such information, whether furnished before or after the date hereof, whether oral, written or recorded/electronic, and regardless of the manner in which it is furnished, and all reports, summaries, compilations, analyses, notes or other information which contain such information.

2. Use and Protection of CEII.

(a) All CEII shall be maintained by the Member Recipient in a secure manner. Member Recipient may make copies of CEII, but such copies become CEII and subject to the provisions of this Agreement. Members may make notes of CEII, which shall be treated as CEII if they contain CEII.

(b) Member Recipient may only discuss CEII with or disclose CEII to another recipient of the identical CEII.

(c) A Member Recipient will not knowingly use CEII directly or indirectly for an illegal or non-legitimate purpose.

(d) In the event that the Member Recipient is directed to disclose CEII by subpoena, law or other directive of a court, administrative agency or arbitration panel, the Member Recipient hereby agrees to provide NPCC with prompt notice of such directive in order to enable NPCC to (i) seek an appropriate protective order or other remedy, (ii) consult with the Member Recipient with respect to taking steps to resist or narrow the scope of such directive or legal process, or (iii) waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or NPCC waives compliance with the provisions hereof, the Member Recipient hereby agrees to furnish only that portion of the CEII which the Member Recipient's counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such CEII.

3. Return of CEII. Member Recipient must return CEII to NPCC within seven days of a written request by NPCC to do so. Within such time period, the Member Recipient, if requested to do so, shall also submit to NPCC an affidavit stating that to the best of his or her knowledge, all CEII has been returned to NPCC.

4. Change in Status. If there is a change in status of the Member Recipient or any of Member Recipient's employees, subcontractors and agents who have agreed to be bound by the terms of this Agreement (e.g., member recipient leaves his or her employ, the consulting engagement cited in the request is terminated, Member Recipient's employer is no longer a NPCC Member, etc.) the Member Recipient must inform NPCC immediately in writing at the address first given above (Attention: President, NPCC). NPCC may require the return of the CEII or its destruction.

5. C E II "O n L o a n ". Information provided pursuant to this Agreement is deemed to be on loan and must be returned to NPCC upon request.

6. No Warranty. The CEII is provided "as is" with all faults. In no event shall NPCC be liable for the accuracy or completeness of the CEII. NPCC shall not have liability to the Member Recipient, or any other person or entity, for the Member Recipient's use of any CEII disclosed pursuant to this Agreement.

7. Audit; Violation. NPCC may audit the Member Recipient's compliance with this Agreement. Without prejudice to the rights and remedies otherwise available to NPCC, NPCC shall be entitled to seek equitable relief by way of injunction or otherwise if the Member Recipient breaches or threatens to breach this Agreement. Violation of this Agreement may result in criminal or civil sanctions against the Member Recipient.

8. Survival. The Member Recipient remains bound by these provisions unless NPCC rescinds the CEII designation or a court of competent jurisdiction finds that the information does not qualify as CEII. The Member Recipient shall only share such CEII with its employees, subcontractors and agents who need to know such information for such purposes and who have agreed, for the benefit of NPCC, to be bound (in the same manner as the Member Recipient) by the terms of this Agreement.

9. No Waiver. The Member Recipient understands and agrees that no failure or delay by NPCC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York State without regard to its conflicts of laws principles.

11. Assignment Prohibited. Any assignment of the Member Recipient's rights, obligations or duties under this Agreement without NPCC's prior written consent shall be void.

12. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the protection of the CEII, and no modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon the parties, unless approved in writing by each of them. Each party represents that its signatory below is authorized to enter into this Agreement on behalf of such party.

13. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. I hereby certify my understanding that access to CEII by NPCC is provided to me pursuant to the terms outlined in this Agreement, that I have been given a copy of and have read same, and 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 Agreement may result in criminal or civil sanctions. I agree that my compliance with the terms of this Agreement is subject to reasonable audit by NPCC.

IN WITNESS WHEREOF, the Member Recipient has executed this CEII Non-Disclosure Agreement as of the date set forth below.

MEMBER RECIPIENT:

By: _____

Name (please print): _____

Title: _____

Date: _____

Organization: _____

Address: _____