



NORTHEAST POWER COORDINATING COUNCIL, INC.
1040 AVE. OF THE AMERICAS, NEW YORK, NY 10018 (212) 840-1070 FAX (212) 302-2782

CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”) REQUEST INSTRUCTIONS

The attached form is intended to facilitate your request for information that is classified by Members of NPCC as CEII. For your information, the Federal Energy Regulatory Commission (“FERC”) defines CEII as “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.”

The attached form is intended to cover discrete requests for information, including participation in limited purpose working groups (e.g., formed to complete a transmission study). For access to secure portions of NPCC’s website, please refer to those sections on the website.

In order for NPCC to consider your interest, you must complete, sign, date and return the following forms:

1. CEII Request Form
2. Non-Disclosure Agreement

Please understand that changes to these documents are not permissible due to the volume of requests we receive and to ensure that all entities are treated fairly and equally.

Each of these forms requires you to identify yourself as: an employee of another regional entity or electric reliability organization; a state employee; a federal employee; an employee of a transmission owner in another region; a consultant for one of the foregoing entities; or “other”. Note that it is less likely that NPCC will grant the request of an individual in the latter category, given the sensitive nature of CEII.

Please note that these requests are individual and each person within an entity or organization who will access CEII must complete these forms.

Finally, note that NPCC will not act upon your request until these steps are completed. When these steps are completed and reviewed, NPCC will forward the relevant information to you.

PLEASE BE ADVISED THAT THE DISCLOSURE OF CEII TO YOU IS DISCRETIONARY, AND NPCC MAY REJECT YOUR REQUEST FOR ANY REASON.

Any questions regarding the request form and all correspondence, including signed forms, should be electronically mailed to info@npcc.org.

CEII REQUEST FORM

1. This form must be accompanied by an original signed Non-Disclosure Agreement. If you have already signed a CEII Non-Disclosure Agreement, please provide the date and reason:

2. The undersigned requests the following information [describe in detail]: _____

3. The undersigned is:
 - An employee of another regional entity
 - A state agency employee
 - A federal agency employee
 - An employee of another regional entity or electric reliability organization
 - An employee of a transmission owner in another region
 - A consultant of one of the aforementioned entities listed above who has been retained to provide advice regarding the matter described in no. 5 below.
 - Other (note: NPCC is less likely to grant the request of persons in this category)
4. Give the name of your employer and title: _____
5. The undersigned warrants and agrees that the information is to be used solely for the following purpose [describe in detail]: _____
6. If you are a consultant, provide the name and contact information of an individual at the organization that has retained you so that we may verify your role: _____
7. If you are in the "other" category, please provide the name and contact information of an individual at NPCC or one of the entities listed in no. 3 who may verify the legitimacy of your request:

I acknowledge that the foregoing is true and accurate, and agree to give NPCC immediate notice if any of the foregoing is no longer true. I also consent to NPCC sharing the fact that this request has been made and/or granted, and agree that NPCC shall have no liability to me in connection with making this request.

Signature: _____ Name (please print) _____

Organization: _____

Business Address: _____



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CEII NON-DISCLOSURE AGREEMENT

This CEII NON-DISCLOSURE AGREEMENT (the “Agreement”) is made by the undersigned Recipient of CEII information (the “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 Recipient has requested that NPCC provide certain information, all or a portion of which may be classified by Members as Critical Energy Infrastructure Information; and

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

WHEREAS, NPCC and 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 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 Recipient in a secure manner. Recipient may make copies of CEII, but such copies become CEII and subject to the provisions of this Agreement. Recipient may make notes of CEII, which shall be treated as CEII if they contain CEII.

(b) Although a Recipient may use CEII as basis for advice provided to his or her employer or clients, s/he may only discuss CEII with or disclose CEII to another recipient of the identical CEII. A Recipient may check with NPCC to determine whether another individual is an authorized recipient of the identical CEII.

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

(d) In the event that the Recipient is directed to disclose CEII by subpoena, law or other directive of a court, administrative agency or arbitration panel, the 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 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 Recipient hereby agrees to furnish only that portion of the CEII which the 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. Recipient must return CEII to NPCC within seven days of a written request by NPCC to do so. Within such time period, the 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 the status of the Recipient changes (e.g., recipient leaves his or her employ, the consulting engagement cited in the request is terminated, etc.) s/he 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. CEII "On Loan". Information provided pursuant to this Agreement is deemed to be on loan and must be returned to NPCC upon request. If the Recipient is an employee of a federal or State agency, s/he acknowledges that the information is not the property of the agency and is not subject to disclosure under Freedom of Information/Public Records acts or similar statutes.

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 Recipient, or any other person or entity, for the Recipient's use of any CEII disclosed pursuant to this Agreement.

7. Audit; Violation. NPCC may audit the 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 Recipient breaches or threatens to breach this Agreement. Violation of this Agreement may result in criminal or civil sanctions against the Recipient.

8. Survival. The 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.

9. No Waiver. The 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 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.

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 Recipient has executed this CEII Non-Disclosure Agreement as of the date set forth below.

Signature: _____

Name (please print): _____

Date: _____

Organization: _____

Address: _____