

**CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”)
REQUEST INSTRUCTIONS**

The attached form facilitates your request for information that is classified by ISO New England Inc. (“ISO-NE”) as CEII. For your information, the Federal Energy Regulatory Commission (“FERC”) has defined 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 covers 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 ISO-NE’s website, like those for the NEPOOL Reliability Committee and the Planning Advisory Committee, please refer to those sections of the website.

In order for ISO-NE to consider your request, you must complete, sign, date, and return the following:

1. CEII Request Form
2. Non-Disclosure Agreement (unless you are employed by a Governance Participant, Market Participant, or FERC, in which cases the ISO New England Information Policy applies and the NDA is not required)

Employees of Governance and Market Participants must be registered as a Person in ISO’s Customer and Asset Management System (CAMS). Please contact your Security Administrator before you submit the request form if that is not the case.

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. Note that each request is specific to the individual making the request and to the information requested. Each person within an entity who will access CEII must complete their own forms. A separate CEII request form must be submitted each time different CEII is requested.

The CEII Request Form requires you to identify yourself as: a registered employee of a Governance or Market Participant; an employee of another ISO or RTO; a state agency employee; a federal agency employee; an employee of an electric reliability organization or regional entity; an employee of a transmission owner in another region; a consultant for one of the foregoing entities; or “other.” Note that it is not likely that ISO-NE will grant the request of an individual in the latter category, given the sensitive nature of CEII, unless the business need is explained clearly and its legitimacy is verifiable. You may attach an additional sheet if there is not enough room on the request form.

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

Any questions regarding this CEII Request Form may be directed to Customer Support at 413-540-4220. All correspondence, including the completed forms, should be mailed or emailed (PDF) to ISO New England Inc., Attention: Customer Support Department, One Sullivan Road, Holyoke, MA, 01040-2841, or email custserv@isone.com. Please allow us two weeks to process your request.

**CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”)
REQUEST FORM**

1. This form must be accompanied by an original signed Non-Disclosure Agreement, unless you are a registered employee of a Governance Participant, Market Participant, or FERC, in which case the ISO New England Information Policy applies and the NDA is not required. If you have already signed a CEII Non-Disclosure Agreement that you want to use for this request, please provide the date: _____

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

3. The undersigned is:
 employed by a Governance Participant or Market Participant and registered as a “Person” under that Participant in ISO-NE’s Customer and Asset Management System.
 an employee of another independent system operator or regional transmission organization in North America
 a state agency employee
 a federal agency employee
 an employee of the electricity reliability organization or regional entity
 an employee of a transmission owner in another control area
 a consultant to one of the entities listed above who has been retained to provide advice regarding the matter described in no. 5 below
 other (note that ISO New England is not likely to grant the request of persons in this category unless the business need is explained clearly and its legitimacy is verifiable.)

4. Provide the name of your employer and your title: _____

5. The undersigned represents warrants and agrees that the information is to be used solely for the following purpose [describe the business need in detail, including if applicable queue position(s) for interconnection request CEII and whether IRTT access has been or will be requested]: _____

6. If you are working with an employee of ISO New England, provide his or her name: _____

7. If you are a consultant to an entity of one of the types listed in no. 3, provide the name and contact information of an individual at the organization that has retained you so that we may verify your role. If you are a subcontractor, provide that information for both the primary contractor and the client. A reference from within your own company is not acceptable. _____

8. If you are in the “other” category, and you have not provided the name of an ISO New England employee in no. 6, provide the name and contact information of an individual at one of the entities listed in no. 3 who will verify the business need and legitimacy of your request: _____

9. If you are in the “other” category, and a consultant to a developer with respect to an interconnection request, please provide the name and contact information for the developer:

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

Signature: _____ Name (please print): _____ Date: _____
Organization: _____ Business Address: _____
Email: _____ Phone: _____

CEII NON-DISCLOSURE AGREEMENT

This CEII NON-DISCLOSURE AGREEMENT (the “Agreement”) is made by the undersigned (the “Recipient”) in favor of ISO NEW ENGLAND INC. (“ISO-NE”), with its primary address located at One Sullivan Road, Holyoke, MA 01040.

WHEREAS, the Recipient has requested that ISO-NE disclose to the Recipient certain information, all or a portion of which may be classified by ISO-NE as Critical Energy Infrastructure Information; and

WHEREAS, the Federal Energy Regulatory Commission has defined Critical Energy Infrastructure Information 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”;

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

1. Definition of CEII. For purposes of this Agreement, “Critical Energy Infrastructure Information” or “CEII” shall mean: (i) all information designated as such by ISO-NE, 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 (ii) 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 Recipient in a secure place. 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 if they contain CEII.
 - (b) Although a Recipient of CEII may use CEII as foundation 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 ISO-NE to determine whether another individual is a 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 required to disclose CEII by subpoena, law or other directive of a court, administrative agency or arbitration panel, the Recipient hereby agrees to provide ISO-NE with prompt notice of such request or requirement in order to enable ISO-NE 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 request 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 ISO-NE 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. In the event that ISO-NE, in its sole discretion, so requests, the Recipient will promptly deliver to ISO-NE all CEII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof.
4. Change in Status. If the information provided to ISO-NE in Recipient’s request for CEII changes (e.g., Recipient leaves his or her employ, the consulting engagement cited in the request is terminated, Recipient’s employer is no longer a Governance Participant) s/he must inform ISO-NE immediately in writing at the address first given above (Attention: Customer Support). ISO-NE 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 ISO-NE upon request. If the Recipient is an employee of a federal or State agency, s/he must note

that the information is not the property of the agency and is not subject to 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 ISO-NE be liable for the accuracy or completeness of the CEII. ISO-NE 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. Equitable Relief; Audit. Without prejudice to the rights and remedies otherwise available to ISONE, ISO-NE shall be entitled to seek equitable relief by way of injunction or otherwise if the Recipient breaches or threatens to breach any of the provisions of this Agreement. ISO-NE may audit the Recipient's compliance with this Agreement.

8. Survival. The Recipient remains bound by these provisions unless ISO-NE rescinds the CEII designation.

9. No Waiver. The Recipient understands and agrees that no failure or delay by ISO-NE 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 the Commonwealth of Massachusetts 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 ISO-NE'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.

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: _____
