

PLANNING ADVISORY COMMITTEE (“PAC”) ACCESS REQUEST INSTRUCTIONS

Attendance at meetings of the PAC and access to protected PAC information is permitted only upon compliance with the registration process outlined herein, as much of the information protected and discussed at the meetings is classified by ISO New England Inc. (“ISO-NE”) as Critical Energy Infrastructure Information.

Employees of Governance and Market Participants request PAC CEII Access by contacting their Security Administrator for CEII Materials External Access/Planning Advisory Committee Materials Access. Please contact ISO New England Customer Support if you need assistance.

For non-participants, in order for ISO-NE to consider your request to attend PAC meetings and access PAC information, you must complete, sign, date and return the following forms:

1. PAC Request Form
2. Non-Disclosure Agreement (unless you are employed by the Federal Energy Regulatory Commission (FERC))

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.

Please note that these requests are individual and each person within an entity or organization who will access the PAC materials or attend PAC meetings must complete these forms. **ACCESS TO PAC MATERIALS AND MEETINGS WILL BE DENIED UNTIL THESE FORMS ARE COMPLETED AND VERIFIED BY ISO-NE.**

The PAC Request Form requires you to identify yourself as: 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 who has been retained to provide advice regarding PAC matters; a consultant, equipment manufacturer or academic with a general interest in PAC issues; 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 clearly explained and its legitimacy is verifiable. You may attach an additional sheet if there is not enough room on the request form.

When these forms are completed and verified by ISO-NE, you will receive an email with instructions for downloading a digital certificate to access PAC Information on www.iso-ne.com and will be entitled to attend PAC meetings.

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@iso-ne.com. Please allow us two weeks to process your request.

PLANNING ADVISORY COMMITTEE (“PAC”) REQUEST FORM

1. This form must be accompanied by an original signed PAC Non-Disclosure Agreement, unless you are an employee of FERC. If you already have a signed PAC Non-Disclosure Agreement on file with ISO-NE that you want to use for this request, please indicate the date: _____

2. By signing this form, you represent and warrant that your request for access to meetings and materials of the PAC is solely for the purpose of furthering the work of the PAC and/or your or a client’s legitimate business interests.

3. You are:
 - 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, or a Market Participant, who has been retained to provide advice regarding the PAC matters
 - a consultant, equipment manufacturer or academic with a general interest in PAC issues
 - other (note that ISO New England is not likely to grant the request of persons in this category unless the business need is clearly explained and its legitimacy is verifiable)

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

5. If you are a consultant of one of the entities 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: _____

6. Provide the name of an ISO New England employee who will verify your identity and work. If you are not able to provide the name of an ISO New England employee, provide a reference with contact information for a Governance Participant, Market Participant, or an individual at an entity of one of the types listed in no. 3. who will verify the legitimacy of your request

7. If you have previously participated in PAC or NEPOOL committee meetings, such as the Reliability, Markets or Transmission Committee, indicate whom you represented, on which committee and the dates of your participation: _____

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’s disclosure of 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): _____

Organization: _____ Business Address: _____

Email: _____ Phone: _____

Date: _____

PLANNING ADVISORY COMMITTEE (“PAC”) NON-DISCLOSURE AGREEMENT

This PAC 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 related to the work of the PAC, all or a portion of which may be classified by ISO-NE as Critical Energy Infrastructure Information;

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

1. Definition of PAC Information. For purposes of this Agreement, “PAC Information” shall mean: (i) all information, whether furnished before or after the date hereof, whether oral, written or recorded/electronic, that is (a) provided at a PAC meeting or posted on a password-protected ISO-NE website, and (b) contains regional system planning information; and (ii) all reports, summaries, compilations, analyses, notes or other information which contain such information. PAC Information shall exclude information that is or becomes publicly available (other than through breach of this Agreement or the fault of the Recipient) without restriction on its use or disclosure.

2. Use and Protection of PAC Information.

(a) All PAC Information shall be maintained by Recipient in a secure place. Recipient may make copies of PAC Information, but such copies become PAC Information and are subject to these same procedures. Recipient may make notes of PAC Information, which shall be treated as PAC Information if they contain PAC Information.

(b) Although a Recipient of PAC Information may use PAC Information as the foundation for advice provided to his or her employer or clients, s/he may only discuss PAC Information with or disclose PAC Information to another participant in the PAC. A Recipient may check with the Customer Support at ISO-NE to determine whether another individual is a PAC participant. Recipient agrees that ISO-NE may disclose information regarding Recipient’s status as a PAC participant.

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

(d) In the event that the Recipient is required to disclose PAC Information 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 PAC Information which the Recipient’s counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such PAC Information.

3. Return of PAC Information. In the event that ISO-NE, in its sole discretion, so requests, the Recipient will promptly deliver to ISO-NE all PAC Information, 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 access to PAC meetings and PAC Information 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 PAC Information or its destruction.

5. PAC Information "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 PAC Information is provided "as is" with all faults. In no event shall ISO-NE be liable for the accuracy or completeness of the PAC Information or the protection of information of an entity other than ISO-NE. ISO-NE shall not have liability to the Recipient, or any other person or entity, for the Recipient's use of any PAC Information disclosed pursuant to this Agreement.

7. Equitable Relief; Audit. Without prejudice to the rights and remedies otherwise available to ISO-NE, 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 changes the designation of PAC Information.

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 PAC Information, 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 PAC Non-Disclosure Agreement as of the date set forth below.

Signature: _____

Name (please print): _____

Date: _____

Organization: _____

Address: _____
