

## **RELIABILITY COMMITTEE (“RC”) ACCESS REQUEST INSTRUCTIONS**

Attendance at meetings of the RC and access to protected RC 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 RC CEII Access by contacting their Security Administrator for CEII Materials External Access/Reliability 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 RC meetings and access RC information, you must complete, sign, date and return the following forms:

1. RC 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 RC materials or attend RC meetings must complete these forms. **ACCESS TO RC MATERIALS AND MEETINGS WILL BE DENIED UNTIL THESE FORMS ARE COMPLETED AND VERIFIED BY ISO-NE.**

The RC Request Form requires you to identify yourself as: ; a state agency employee; a federal agency employee; a consultant for one of the foregoing entities who has been retained to provide advice regarding RC matters; or an invitee of the RC Chair. Your status within these categories will be confirmed.

When these forms are completed and verified by ISO-NE, you will receive an email with instructions for downloading a digital certificate to access security-sensitive RC information on [www.iso-ne.com](http://www.iso-ne.com).

In addition, the requirements for attending RC meetings are:

- Non-participant representatives of a governmental authority, NECPUC, or NESCOE are asked to introduce themselves to the RC Chair at the first meeting
- Other non-participant representatives should contact the RC chair about receiving an invitation to attend

Any questions regarding this 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](mailto:custserv@iso-ne.com). Please allow us two weeks to process your request.

**RELIABILITY COMMITTEE (“RC”) REQUEST FORM**

1. This form must be accompanied by an original signed RC Non-Disclosure Agreement, unless you are an employee of the Federal Energy Regulatory Commission (FERC). If you already have a signed RC 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 RC is solely for the purpose of furthering the work of the RC and/or your or a client’s legitimate business interests.
3. You are:
  - a state agency employee
  - a federal agency employee
  - a consultant of one of the entities listed above who has been retained to provide advice regarding RC matters.
  - an invitee of the Chair of the RC
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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_

## RELIABILITY COMMITTEE (“RC”) NON-DISCLOSURE AGREEMENT

This RC 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 RC, 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 RC Information. For purposes of this Agreement, “RC 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 RC meeting or posted on a password-protected ISO-NE website, and (b) contains information relevant to the reliability of the bulk power system; and (ii) all reports, summaries, compilations, analyses, notes or other information which contain such information. RC 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 RC Information.

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

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

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

(d) In the event that the Recipient is required to disclose RC 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 RC 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 RC Information.

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

5. RC 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 RC Information is provided "as is" with all faults. In no event shall ISO-NE be liable for the accuracy or completeness of the RC 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 RC 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 RC 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 RC 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 RC Non-Disclosure Agreement as of the date set forth below.

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

Name (please print): \_\_\_\_\_

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_