

CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”) ACCESS REQUEST FORM INSTRUCTIONS

The attached CEII Request and Non-disclosure Agreement forms facilitate a request to access for information that is classified by ISO New England Inc. (“ISO-NE”) as CEII.

For your information, ISO defines CEII materials consistent with the Federal Energy Regulatory Commission (“FERC”) definition, which is “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.” In addition to gaining access to CEII materials by way of the following, the application of the ISO New England Information Policy may also limit an entities ability to access CEII materials.

- Employees or agents of Governance Participants gain access to CEII materials by way of permissions in the ISO’s Customer and Asset Management System (CAMS).¹ The requestor must be registered by their Security Administrator as a Person in CAMS in order to gain access ISO CEII materials. Once this is the case, identified employees of Governance Participants can access and request ISO CEII materials. Please contact ISO New England Participant Support & Solutions if you need assistance at askiso@iso-ne.com or (413) 540-4220, or at [Ask ISO](#) where you can submit a case directly or review the various knowledge articles are available that may answer your question.
- Employees or agents of entities who are not Governance Participants to gain access to CEII materials must complete, sign, date, and return the following prior to ISO authorizing you access to such materials:
 1. CEII Access Request Form; and
 2. Non-Disclosure Agreement (unless you are employed by FERC, in which cases the ISO New England Information Policy applies and the NDA is not required)

The attached form requests access to CEII provided via:

- the Planning Advisory Committee;
- the Reliability Committee;
- the Interconnection Request process; and
- a discrete request of CEII materials.

See [Request CEII Access Webpage](#) for details on the CEII access provided by each type of request. **ACCESS TO CEII MATERIALS, WHETHER POSTED ON THE ISO WEBSITE OR PRESENTED AT MEETINGS, WILL BE TO ENTITIES THAT HAVE NOT PREVIOUSLY RECEIVED CEII ACCESS APPROVAL FOR SUCH MATERIALS BY WAY OF THIS PROCESS.**

Please understand that, once submitted, changes to these documents are not allowed due to the volume of requests we receive and to ensure that all entities are treated fairly and equally. If changes are required, the original submittal must be withdrawn and a replacement submitted.

To request multiple types of CEII access, a separate CEII Access Request form must be submitted each for each type of CEII Access requested (i.e., PAC, RC, IR, discrete).

The CEII Access Request Form requires you to identify yourself as: a registered employee of a Governance 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

¹ A Governance Participant is a NEPOOL Participant, Individual Participant or Governance Only Member.

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 BY ISO TO YOU IS DISCRETIONARY, AND ISO-NE MAY REJECT YOUR REQUEST FOR ANY REASON.

[Ask ISO](#) has various knowledge articles available to support this process; answers to some of your questions may be found there. Questions regarding this CEII Request Form may be directed to Participant Support & Solutions at askiso@iso-ne.com, (413) 540-4220, or via the [Ask ISO](#). All correspondence, including the completed forms, must be submitted through [Ask ISO](#). Please allow us two weeks to process your request.

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

1. This form must be accompanied by an executed signed Non-Disclosure Agreement, unless you are a registered employee of a Governance Participant or FERC, in which case the ISO New England Information Policy applies and the NDA is not required.²

If you have already signed a CEII Access Non-Disclosure Agreement that you want to use for this request, please provide the date: _____

2. The undersigned requests access to CEII materials provided through the following path (select one only):

- Planning Advisory Committee (PAC) meetings;
- Reliability Committee (RC) meetings;
- the Interconnection Request (IR) process; or
- a discrete request of CEII materials.

- 2b. If this request is associated with an Interconnection Request provide the following information:

Name of Interconnection Request Project: _____

Name of Developer: _____

3. The undersigned requests access to the following information:

a. Describe in detail the requested CEII material: _____

b. Describe in detail the purpose / business need of your request, including if applicable queue position(s) for interconnection request CEII access and whether Interconnection Request Tracking Tool (IRTT) access has been or will be requested: _____

4. The undersigned is:

- employed by a Governance Participant and registered as a “Person” under that Participant in ISO-NE’s Customer and Asset Management System.²
- an employee of another independent system operator or regional transmission organization in North America.
- a state or provincial agency employee.
- a federal agency employee.
- an employee of the electricity reliability organization (e.g. the North American Electric Reliability Corporation) or a regional entity of the electricity reliability organization enterprise (e.g. the Northeast Power Coordinating Council).
- an employee of an electric transmission facility owner in another control area.
- an employee of a Non-Incumbent Transmission Developer.
- a consultant to one of the entities listed above who has been retained to provide advice regarding the matter described in Item 7 (below).
- other (note that ISO is not likely to grant the request of persons in this category unless the business need is explained clearly and its legitimacy is verifiable).

5. Provide the name of your employer and your title:

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, or an individual at an entity of one of the types listed in Item 4 (above) who will verify the legitimacy of your request:

² A Governance Participant is a NEPOOL Participant, Individual Participant or Governance Only Member.

7. If you are a consultant to an entity of one of the types listed in Item 4 (above), 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 an agent or subcontractor, provide that information for both the primary agent or contractor and the client. A reference from within your own company is not acceptable:

8. If you are in the "other" category as identified in Item 4 (above), and you have not provided the name of an ISO New England employee, Governance Participant, or an individual at an entity of one of the types listed in Item 3, provide the name and contact information of an individual at an entity that is recognized in the categories listed in Item 3 who will verify the business need and legitimacy of your request: _____

9. If you are in the "other" category as identified in Item 4 (above), and an agent or consultant to a developer with respect to a generation interconnection request, please provide the name and contact information for the developer: _____

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

11. Provide the name and contact information for an individual in your Human Resources department who can verify your employment:

- a. Name: _____
- b. Email Address: _____
- c. Phone Number: _____

By signing below, I certify 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, whether CEII access is 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: _____

Company Website URL: _____

CEII ACCESS NON-DISCLOSURE AGREEMENT

This CEII ACCESS 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. Recipient represents and warrants that all information provided to ISO-NE in connection with Recipient’s request for CEII is true, complete, and correct in all respects. If the information provided to ISO-NE in Recipient’s request for CEII changes in any respect (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.
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

Signature: _____

Name (please print): _____

Date: _____

Organization: _____

Address: _____