

CEII and CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “Agreement”) is made by the undersigned _____ of _____ (“Recipient”) with a principal place of business at _____, as a member of the Vermont System Planning Committee (“VSPC”), in favor of Vermont Electric Power Company, Inc. (“VELCO” or the “Discloser”), with its primary address located at 366 Pinnacle Ridge Road, Rutland, Vermont 05701.

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

WHEREAS, the Federal Energy Regulatory Commission has defined Critical Energy Infrastructure Information (“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,” (see 18 C.F.R. § 388.113 (c) (1)); and

WHEREAS, VELCO, the owner and operator of Vermont’s transmission system, performs a detailed technical analysis that serves as the basis for the public document commonly known as the Long Range Transmission Plan (“LRTP”); and

WHEREAS, pursuant to the Memorandum of Understanding in Vermont Public Service Board Docket No. 7081¹ (“MOU”), VELCO is to provide the LRTP to members of the VSPC Vermont System Planning Committee (“VSPC”) for review and comment; and

WHEREAS, the technical analysis underlying the LRTP identifies reliability concerns and the transmission alternatives that address those concerns which may be classified as CEII; and

WHEREAS, the Recipient seeks access to the technical analysis underlying the LRTP, and/or seeks access to certain information relating to the LRTP which also may be classified as CEII;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto wish to enter into this Agreement to protect and safeguard the confidentiality of that information and agree as follows:

¹ Investigation into Least-Cost Integrated Resource Planning for Vermont Electric Power Company, Inc.'s Transmission System

Section I: Critical Energy Infrastructure Information

1. Definition of CEII. For purposes of this Agreement, “Critical Energy Infrastructure Information” or “CEII” shall mean: (i) all information designated as such by VELCO, 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. Access to materials shall be limited to other Recipients of the identical material. 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, he/she may only discuss CEII with or disclose CEII to another Recipient of the identical CEII. A Recipient may check with VELCO to determine whether another individual is a Recipient of the identical CEII. If other employees, colleagues or co-workers require receipt of CEII, those individuals must also sign a Non-Disclosure Agreement.

(c) A Recipient will not knowingly use CEII directly or indirectly for any 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 VELCO with prompt notice of such request or requirement in order to enable VELCO 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 VELCO 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 VELCO, in its sole discretion, so requests, the Recipient will promptly deliver to VELCO all CEII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof.

4. Change in Status. If there is a change in status of the Recipient to his/her employer or, if he/she is a participant in the VSPC, his/her relationship to the VSPC (e.g., Recipient leaves his or her employ and/or is no longer a member of the VSPC) he/she must inform VELCO immediately in writing at the address given above (Attention: Kimberly Pritchard), and promptly return the CEII to VELCO or destroy the CEII. VELCO may require the return or destruction of the CEII.

5. CEII “on Loan”. Information provided pursuant to this Agreement is deemed to be on loan and must be returned to VELCO upon request. If the Recipient is an employee of a federal or State agency, he/she must note that the information is not the property of the agency, and is not subject to Freedom of Information/Public Records acts, the Vermont Public Documents Law, or similar statutes. In addition, if the Recipient is an employee of the State of Vermont, he/she must note that the CEII information qualifies under federal law for restricted and limited use/distribution, and may only be disclosed to specifically designated persons, both with prior VELCO approval.

6. No Warranty. The CEII is provided “as is” with all faults. In no event shall VELCO be liable for the accuracy or completeness of the CEII. VELCO 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. The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. Recipient agrees that any breach of this Agreement may cause the Discloser substantial and irreparable damages and, therefore, in the event of any such breach or threatened breach, in addition to other remedies which may be available, the Discloser shall have the right to specific performance and other injunctive and equitable relief, it being acknowledged that legal remedies are inadequate. VELCO may audit the Recipient’s compliance with this Agreement.

8. Survival. The Recipient remains bound by these provisions unless VELCO rescinds the CEII designation.

9. No Waiver. The Recipient understands and agrees that no failure or delay by VELCO 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 State of Vermont 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 VELCO’s prior written consent shall be void.

12. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the protection of CEII and Confidential 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 parties have executed this Non-Disclosure Agreement as of the date set forth below.

Recipient: (if you are a consultant, please provide the name and contact information of an individual at the organization that retained you so your role may be verified):

Signature: _____

Name (please print): _____

Date: _____

Title: _____

Organization on whose behalf CEII is requested: _____

Address: _____

Phone: _____