

**CRITICAL ENERGY INFRASTRUCTURE INFORMATION  
GENERAL NON-DISCLOSURE AGREEMENT**

WHEREAS, Midwest Independent Transmission System Operator, Inc. ("MISO") is prepared to disclose Critical Energy Infrastructure Information ("CEII") under this Critical Energy Infrastructure Information General Non-Disclosure Agreement ("NDA") to \_\_\_\_\_ ("Recipient"), an individual employed with \_\_\_\_\_, in connection with a legitimate need for the CEII (the "Purpose") (MISO and Recipient may be collectively referred to as "Parties" or singly as "Party");

WHEREAS, Recipient represents that he/she has a legitimate purpose for requesting the CEII pursuant to this Agreement; and,

WHEREAS, MISO and Recipient desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions - For purposes of these provisions:
  - a. The term "CEII" shall include 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. Narratives such as the descriptions of facilities and processes are generally not CEII unless they describe specific engineering and design details of critical infrastructure.
  - b. The term "Recipient" means someone who has executed this NDA and is approved to receive CEII.
2. A Recipient certifies that it is his/her understanding that access to CEII is provided pursuant to the terms and restrictions of the provisions in this NDA, and that such Recipient has read the provisions and agrees to be bound by them.
3. Recipient may only discuss CEII with another Recipient of the identical CEII. A Recipient may check with MISO to determine whether another individual is a Recipient of the identical CEII.
4. A Recipient of CEII may use CEII as foundation for advice provided to others, but may not disclose CEII to another individual unless that individual is an approved Recipient of the same CEII.
5. A Recipient will not knowingly use CEII for an illegal or non-legitimate purpose.
6. All CEII shall be maintained by Recipient in a secure place. Access to those materials shall be limited to other Recipients of the identical material. Recipients may make copies of

Initials: \_\_\_\_\_

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

CEII, but such copies become CEII and subject to these same procedures. Recipients may make notes of CEII, which shall be treated as CEII notes if they contain CEII.

7. Recipients must return CEII to MISO or destroy CEII within fifteen days of a written request by MISO to do so, except that CEII notes may be retained in accordance with Paragraph 6, above. Within such time period, each Recipient, if requested to do so, shall also submit to MISO an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned, destroyed or are being maintained by Recipient in accordance with Paragraph 6.

8. The Recipient remains bound by these provisions unless MISO rescinds the provisions or a court of competent jurisdiction finds that the information does not qualify as CEII.

9. MISO may reasonably audit the Recipient's compliance with this NDA.

10. Violation of this NDA will be reported to the Federal Energy Regulatory Commission (the "Commission") which in turn may result in criminal or civil sanctions against the Recipient.

11. I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of the above CEII provisions, that I have been given a copy of and have read the provisions, and that I agree to be bound by them. I understand that the contents of the CEII, any notes or other memoranda, or any other form of information that copies or discloses CEII shall not be disclosed to anyone other than another person who has been granted access to these same materials. I acknowledge that a violation of this NDA may result in criminal or civil sanctions, including the suspension of my ability to appear before the Commission pursuant to 18 C.F.R. § 385.2102. I agree that my compliance with this NDA is subject to reasonable audit by MISO.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

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