

SIRPP CEII CONFIDENTIALITY AGREEMENT

To facilitate your participation in the Southeast Inter-Regional Participation Process (“SIRPP”), you (on behalf of yourself and as a duly authorized representative of, and on behalf of, your organization/employer) (“you”) have requested access to critical energy infrastructure information (“CEII”), as defined by the regulations of the Federal Energy Regulatory Commission (“FERC”) (see 18 C.F.R. § 388.113). That CEII has been provided by: (i) the sponsors of the SIRPP (collectively, “SIRPP Sponsors”), and (ii) perhaps others, including Stakeholders. A list of SIRPP Sponsors is available on the SIRPP website (<http://www.southeastirpp.com>). The intent of the SIRPP Sponsors is to protect CEII from unauthorized disclosure. Accordingly, the SIRPP Sponsors have presented you this Confidentiality Agreement (“Agreement”) as their conditional offer setting forth the terms and conditions of your access to CEII. Your execution of this Agreement on behalf of yourself and your organization constitutes your acceptance of the offer, including and subject to its terms and conditions. The remaining terms and conditions of this Agreement are as follows:

1. Term. This Agreement shall expire three (3) calendar years from December 31, of the year in which you execute this Agreement; provided, however, that notwithstanding the termination of this Agreement, the confidentiality obligations and covenants of this Agreement will survive indefinitely and shall not terminate, or else shall remain in effect as long as permitted by law.

2. Information Covered by this Agreement. “Covered Information” means (i) CEII made available through a restricted area within the SIRPP website, furnished by the SIRPP Sponsors at inter-regional stakeholder meetings, or otherwise provided to you by the SIRPP Sponsors; and (ii) new information created using Covered Information and that contains CEII, such as a legal memorandum or sensitive business information, as well as Covered Information that has been stored electronically (“Derivative Information”). While SIRPP Sponsors will make every reasonable effort to designate Covered Information as CEII (*e.g.*, by marking information “Critical Energy Infrastructure Information” or “CEII”, etc.), the lack of such a designation on information received by Requestor from SIRPP Sponsors shall not render this Agreement inapplicable to that undesignated information; rather, the Requestor shall make an independent assessment as to whether undesignated information received from SIRPP Sponsors is CEII (and therefore Covered Information to which this Agreement applies), and if there is any question whatsoever as to whether such information is Covered Information, Requestor shall contact the SIRPP Sponsors to seek guidance in that regard. If Covered Information originates solely with you, or if it becomes public through no fault of yours and through no breach of this Agreement, then it is not covered by this Agreement. However, Covered Information does not become public simply because some part of it is public or because similar information is public.

3. Conditions of Access. In order to obtain access to Covered Information, you must follow the procedures on the SIRPP website and comply with the terms of this Agreement.

4. Duty of Non-Disclosure You agree not to disclose Covered Information (including Derivative Information) to any person or entity in any way without the written consent of the SIRPP Sponsors, or the subset of SIRPP Sponsors which provided the Covered Information, subject to the following special rules:

(a) Internal distribution of information. You agree not to disclose Covered Information within your organization except to those individuals who (i) need to know the information to do their jobs; (ii) have been advised of the duty of non-disclosure; and (iii) have executed this Agreement. Additional persons employed by your organization may execute this Agreement and must use the form set forth in Appendix A.

(b) Distribution to consultants. Paragraph 4(a) also applies to personnel hired by you for help and/or advice, such as business consultants, lawyers, and accountants. Such personnel must execute this Agreement in the form set forth in Appendix B.

(c) List of authorized individuals. Only individuals who have subscribed to this Agreement by providing to the SIRPP Sponsors a signed copy of Appendix A or Appendix B may access Covered Information and/or distribute Covered Information to other individuals who have subscribed to this Agreement by executing Appendix A or Appendix B.

(d) Distribution to authorized persons. It is not a violation of this Agreement to discuss or share Covered Information with an individual who has executed this Agreement and whose rights under this Agreement have not been revoked. However, you are responsible for confirming a recipient's eligibility.

(e) Duty of cooperation. If you are legally required to disclose Covered Information (for example, due to a subpoena or court order), you agree to notify the SIRPP Sponsors immediately and to cooperate with the SIRPP Sponsors in taking steps to restrict or narrow the information you must disclose.

(f) Obligation to minimize disclosures. Even if you are authorized to disclose Covered Information (for example, if you have the Sponsors' written consent or become legally required to do so), you agree to disclose only the minimum amount of information required to be disclosed.

5. Use of Covered Information. You agree that you will only use Covered Information in order to participate in the SIRPP (and/or a SIRPP Sponsor's regional planning process) and to replicate SIRPP transmission studies (and/or a SIRPP Sponsor's regional transmission studies). You may not use Covered Information for any other purpose.

6. Destruction of Covered Information. You agree to destroy Covered Information (including Derivative Information) upon termination or expiration of this Agreement, or when you have completed your use of it in accordance with Paragraph 5, whichever comes first.

7. SIRPP Sponsors' Right of Revocation. The SIRPP Sponsors may revoke your access to Covered Information at any time, with or without notice. In the event of revocation, your only means of remedy is through the dispute resolution process provided in the SIRPP.

8. Legal Terms.

(a) The SIRPP Sponsors do not convey any property rights, including patents and patent applications, when they give you Covered Information.

(b) All Covered Information is provided “as is” and with any and all faults. The Sponsors shall not be liable for the accuracy or completeness of Covered Information.

(c) The SIRPP Sponsors are not responsible for your use of Covered Information. You agree to hold the Sponsors harmless and indemnify them for any and all damages and liabilities (including indirect and/or consequential damages) arising from any action you may take with respect to Covered Information.

(d) You acknowledge that no SIRPP Sponsor is responsible or liable for any other SIRPP Sponsor’s designation of their information as CEII, including any improper designation.

(e) If you or your representative breach or threaten to breach this Agreement, any SIRPP Sponsor is entitled to seek and obtain any available legal and/or equitable relief, such as an injunction or any other available remedy.

(f) You acknowledge the right of each SIRPP Sponsor to act on the SIRPP Sponsor’s own behalf as a party to the Agreement, including the right to pursue a claim relating to your use of and/or duty of nondisclosure with respect to Covered Information provided by that SIRPP Sponsor. You agree to waive any objection based on a SIRPP Sponsor’s status as a party to the Agreement.

(g) Your duty of non-disclosure continues even after this Agreement expires.

(h) The SIRPP Sponsors may exercise their rights under this Agreement at any time, even if they delayed doing so or failed to do so in the past.

(i) This Agreement is to be governed by the laws of the State of Georgia, regardless of the choice of law principles of that State or any other.

(j) This is the entire agreement between you and the SIRPP Sponsors concerning the duty of non-disclosure of Covered Information. No modification or waiver of any part of this Agreement is legally enforceable unless you and the SIRPP Sponsors have agreed in writing.

(k) Capitalized terms herein shall have the meaning provided in other provisions of the SIRPP unless specifically defined herein.

(l) If any part of the Agreement is found to be invalid or unenforceable, the rest of the Agreement will still remain effective.

(m) You represent and warrant that you are authorized to enter into this Agreement; you have the power and authority to enter into this Agreement; and this Agreement does not violate any other agreement between you and a third party.

(n) A facsimile or photocopy of Requestor's signature shall have the same force and effect as an original. The SIRPP Sponsors' assent to and acceptance of this Agreement shall be evidenced by their performance hereunder.

AGREED AND EXECUTED by
the following (and others as
identified in Appendices A and B):

ORGANIZATION: _____
by (signature): _____
Name: _____
its (title): _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

APPENDIX A

I am employed by _____ (“Organization”), an organization that has executed this Agreement. I have read the entire Agreement. I understand that I may not use Covered Information, or disclose Covered Information to anyone in any way, except as authorized by the Agreement. I agree to be bound by this duty and all other duties and obligations imposed by this Agreement, including the duty to comply with the procedures for accessing CEII as set forth on the SIRPP website.

AGREED AND EXECUTED by (attach additional sheets as necessary):

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

APPENDIX B

I am employed by _____ (“Consultant”), which has been retained by _____ (“Organization”). The Organization has executed this Agreement and has hired the Consultant for help and/or advice for purposes of Paragraph 4(b) of the Agreement. I have read the entire Agreement. I understand that I may not use Covered Information, or disclose Covered Information to anyone in any way, except as authorized by this Agreement. I agree to be bound by this duty and all other duties and obligations imposed by this Agreement, including the duty to comply with the procedures for accessing CEII as set forth on the SIRPP website.

AGREED AND EXECUTED by (attach additional sheets as necessary):

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
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Address: _____

Telephone: _____
E-mail: _____
Date: _____

Signature: _____
Name: _____
Consultant: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

