

CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”) REQUEST INSTRUCTIONS

The attached form is intended to facilitate your request to the New York Independent System Operator, Inc. (“NYISO”) for information that is classified as CEII. The Federal Energy Regulatory Commission (“FERC”) has defined 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.”

The attached form documents are intended to cover separate and discrete requests for information. These requests must be specific to the individual submitting the request and to the information requested. Each person within an entity or organization who seeks access to the CEII must complete these forms. A separate CEII request form and Non-Disclosure Agreement must be submitted each time CEII is requested.

In order for NYISO to consider your request, you must complete, sign, date and return the following:

1. CEII Request Form; and
2. Non-Disclosure Agreement (“NDA”)**

**NDA is not required if you are an employee of or consultant to certain federal or state government agencies.

NYISO will not act upon your request until all of the above steps are completed and the completed documents are reviewed by the NYISO.

Please understand that changes to these form documents are not permissible due to the volume of requests the NYISO receives and the need to ensure that all entities are treated fairly and equally.

**PLEASE BE ADVISED THAT THE DISCLOSURE OF CEII TO YOU IS DISCRETIONARY,
AND NYISO MAY REJECT YOUR REQUEST FOR ANY REASON.**

Any questions regarding the CEII Request Form or Non-Disclosure Agreement may be directed to Stakeholder Services at 518-356-6060. All correspondence, including the completed forms, should be submitted via electronic mail to NYISO, Attention: Stakeholder Services Department, 10 Krey Boulevard, Rensselaer, NY, 12144, market_services@nyiso.com.

**CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”)
REQUEST INSTRUCTIONS**

1. This form must be accompanied by a signed Non-Disclosure Agreement, unless you are making the request as an employee of or consultant to a federal or state agency. If you have already signed a CEII Non-Disclosure Agreement, please provide a copy of such executed CEII Non-Disclosure Agreement.

2. The undersigned requests the following information:

MyNYISO.com UserID and Password

NYISO Direct Communications Procedure

NYISO FERC 715 Report Part 2 Power Flow Base Cases

NYISO FERC 715 Report Part 3 Map and One-line Diagrams

NYISO Transmission Congestion Contract (“TCC”) Auction Data (please provide additional information in response to Question 9)

Interconnection Study Databases (please provide additional information in response to Question 10)

Power flow, dynamics, and/or short circuit databases other than Interconnection Study Databases (please provide additional information in response to Question 11)

Other information not listed above [describe in detail]:

3. The undersigned represents warrants and agrees that the information is needed and will be used solely for the following purpose [describe in detail]:

4. Check all that apply:

The undersigned requests this material in my capacity as:
employee of OR consultant to:

A NYISO Market Participant;

A NYISO Interconnection Customer of a Small Generating Facility;

A Developer of a Large Generating Facility or Merchant Transmission Facility;

Another Independent System Operator or Regional Transmission Organization;

A federal government agency;

A state government agency;

An electricity reliability organization (e.g., NERC);

A regional entity (e.g., NPCC);

A regional planning authority (e.g., EIPC);

A transmission owner outside the New York Control Area

Other (NYISO is less likely to grant the request of persons in this category)

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

Employer: _____

Your Title: _____

6. Description of the general activities of the requestor's organization and the person requesting the information:

7. If you are a consultant, provide the name and contact information, including email address of an individual at the organization that has retained you so that we may verify your role:

Name: _____

Company: _____

Email: _____

Phone: _____

8. If you are in the "other" category, please provide the name and contact information of an individual at NYISO, or at one of the entities or organization listed in no. 4 who can verify the legitimacy of your request:

Name: _____

Company: _____

Email: _____

Phone: _____

9. If you are requesting TCC Auction Data, please note the following:

- Requests may be made for only one year per CEII Request Form
- Access to TCC Auction Data is limited to individuals employed by or consultants to organizations that (1) are active TCC Market Participants or (2) are actively pursuing Incremental TCCs.
- TCC Auction Data is provided for the Spring and Autumn Centralized TCC Auctions (*i.e.*, if you request 2011 TCC Auction Data, and your request is approved (with a fully completed and duly executed non-disclosure agreement), you will receive TCC Auction Data for the Spring 2011 and Autumn 2011 Centralized TCC Auctions.

- TCC Auction Data consists of (i) the power flow case used as the starting point for a Centralized TCC Auction provided in Power Technologies, Inc. PSS/E raw data format and (ii) contingency analysis data provided in a non-program specific format. The TCC Auction Data will be delivered either by electronic mail or by regular mail on a CD and will require approximately six business days to process.

a. Indicate the calendar year for which you are requesting TCC Auction Data:

b. Describe the requestor's need for the requested TCC Auction Data (*i.e.*, explain what you will use the TCC Auction Data for and why your job duties/responsibilities in your organization require access to TCC Auction Data:

c. By checking this box, the Requestor certifies that the requested TAD data, if provided to the Requestor by the NYISO, will be used exclusively in connection with evaluation or assessment of employer's activities related to the purchase or sale of TCCs or the acquisition of Incremental TCCs.

10. If you are requesting interconnection study databases, please provide the required information below:

a. Project/Interconnection Request Information (required)

NYISO Queue Position:	
Project Name:	
Developer Name (organization)	
Developer contact name:	
Developer contact telephone number:	

b. Intended Use of the Requested Database(s) (required)

Feasibility Study

System Reliability Impact Study

System Impact Study

Facilities Study

Other Purpose:

c. Database(s) Requested

(i) Select one of the following:

Standard Databases or

Project/Study Specific Base Cases

Standard databases are the Base Cases described in Section 30.2.3 of Attachment X of the NYISO OATT.

Project/study specific base cases are power flow, dynamics (if applicable), and short-circuit base cases for a specific Interconnection Study (Feasibility Study or System Reliability Impact Study) related to a specific Project/Interconnection Request on the NYISO Queue. In general, these base cases are not readily available, but need to be developed by the NYISO after execution of the related study agreement, approval of the related study scope, and receipt of all relevant modeling data required of market participants.

(ii) Specific Database(s) Requested (select one or more of the following):

Short Circuit Case

Power Flow Case: Summer

Peak Load Power Flow Case: Winter Peak

Load Power Flow Case: Light Load

Dynamics Case: Summer Peak Load (not applicable for a Feasibility Study)

Dynamics Case: Light Load (not applicable for a Feasibility Study)

Deliverability Study Power Flow Base Cases

11. If you are requesting power flow, dynamics, and/or short circuit databases other than for use in interconnection studies, please specify the database(s) requested:

I acknowledge that the foregoing is true and accurate, and agree to give NYISO immediate notice and updated information if any of the foregoing information becomes no longer true. I also consent to NYISO sharing the fact that this request has been made and/or granted, and agree that NYISO shall have no liability to me whatsoever in connection with this request.

Signature: _____

Name (including middle initial): _____

Organization: _____

Business Address: _____

Email: _____

Phone: _____ Fax: _____

Date: _____

**CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”)
NON-DISCLOSURE AGREEMENT**

This CEII NON-DISCLOSURE AGREEMENT (this “Agreement”) is made as of the _____ day of _____ 20_____ (“Effective Date”) by the undersigned (“Recipient”) in favor of the New York Independent System Operator, Inc. (“NYISO”) a New York not-for-profit corporation, whose principal place of business is located at 10 Krey Boulevard, Rensselaer, New York 12144.

WHEREAS, Recipient has requested that NYISO disclose to Recipient certain information, all or a portion of which may be classified by NYISO as CEII using the Federal Energy Regulatory Commission (“FERC”) definition of CEII; and

WHEREAS, FERC has defined 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”; and

NOW, THEREFORE, for access to certain CEII in the possession and/or control of the NYISO, and/or other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Recipient agrees as follows:

1. Definition of CEII. For purposes of this Agreement, “CEII” shall mean: (i) all information designated as such by NYISO, whether furnished to Recipient 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) Recipient shall maintain all CEII in a secure place. Recipient may make copies of CEII, but such copies become CEII and subject to this Agreement. Recipient may make notes of CEII and may perform analyses in reliance on CEII, consistent with Section 2(c) of this Agreement, which notes and analyses shall also be treated as CEII if they contain CEII. Recipient shall clearly mark all CEII as “Critical Energy Infrastructure Information.”

(b) Recipient shall not discuss the CEII it has received with another individual, and shall not disclose the CEII it has received to another individual, without first checking with the NYISO to confirm that the individual in question has also received the same.

(c) Recipient shall not knowingly use CEII directly or indirectly for an illegal or non-legitimate purpose. Recipient shall use the CEII only for the purpose Recipient specified in the NYISO CEII Request Form.

(d) In the event that Recipient is required to disclose CEII in compliance with an order or subpoena of a court, administrative agency, arbitration panel, or similar authority, Recipient shall (i) first provide the NYISO with prompt written notice of such order or subpoena, provided such notice is not prohibited by law, (ii) afford the NYISO an opportunity to seek a protective order or other protective relief, and (iii) provide reasonable cooperation and assistance to the NYISO with such efforts. In the event Recipient is required to disclose CEII in compliance with such order or subpoena, Recipient shall furnish only that portion of the CEII which Recipient's legal counsel advises it is legally required to disclose, and shall exercise its best efforts to secure confidential, non-public treatment of the CEII it is required to disclose.

3. Return of CEII. The NYISO retains all right, title and interest in any and all CEII that it provides to Recipient under this Agreement. The NYISO may, at any time and in its sole discretion, direct Recipient by written notice to return some or all of the CEII that the NYISO has provided to Recipient. Upon receipt of such notice, Recipient shall promptly and fully comply with the NYISO's directions, returning all CEII as specified, including all copies, reproductions, summaries, compilations, analyses or extracts thereof recorded in any medium. Recipient shall certify to the NYISO in writing that it has done so. Provided, however, Recipient may, only if and to the extent required by law, retain a record copy of the CEII it returns.

4. Change in Status. If any of the information provided to the NYISO by Recipient in the CEII Request Form 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 Market Participant) Recipient shall immediately provide written notice to the NYISO of that fact, together with complete and accurate updated information. The NYISO may, on the basis of such change of information, direct Recipient to return some or all of the CEII previously provided to Recipient.

5. No NYISO Liability. The NYISO makes no express or implied warranty or representation as to the accuracy or completeness of the CEII that it provides to Recipient under this Agreement. The NYISO shall have no liability whatsoever based upon the CEII that it provides to Recipient under this Agreement, and shall have no liability based upon any errors or omissions contained in that CEII.

6. Indemnity. To the greatest extent permitted by law, Recipient shall indemnify and hold harmless the NYISO and its offices, employers, directors, agents, contractors and assigns ("NYISO Indemnitees") from and against any and all claims, losses, liabilities and expenses, including attorney's fees, incurred by a NYISO Indemnitee as a result of Recipient's violation of its obligations under this Agreement.

7. Equitable Remedies. Recipient agrees and acknowledges that money damages alone would be an inadequate remedy for its breach of this Agreement. In the event that Recipient breaches or threatens to breach this Agreement, the NYISO, in addition to any other remedies available at law or in equity, shall be entitled to obtain a restraining order, injunction or similar remedy in order to specifically enforce the provisions of this Agreement.

8. Term. This Agreement shall commence on the Effective Date and shall remain in effect until all of the CEII, provided by the NYISO to Recipient under this Agreement is either (i) no longer classified by the NYISO as CEII or (ii) returned to the NYISO by Recipient.

9. No Recipient Assignment. Recipient shall not assign, subcontract or otherwise delegate any of its rights or obligations under this Agreement without the prior written consent of the NYISO, which consent the NYISO may withhold or condition in its absolute discretion. Any such assignment without the NYISO's prior written consent shall be void.

10. Notices.

(a) Notices provided under this Agreement shall be in writing and addressed or delivered to the representatives specified in this Agreement. Notices shall be delivered by any one of the methods set forth below and shall be deemed received (i) upon delivery, when personally delivered; (ii) upon receipt, when sent by registered or certified mail; (iii) upon receipt when sent by recognized overnight delivery service (such as FedEx); (iv) upon receipt when sent by electronic mail and (v) upon confirmation of receipt by facsimile machine printed confirmation. Copies of all correspondence regarding this Agreement shall also be sent to these representatives.

(b) **Notices to Recipient shall be directed to the following individual(s):**

Company _____

Attn: Contact _____

Department/Title _____

Address: _____

City, State, Zip _____

Telephone: _____

Facsimile: _____

Electronic Mail: _____

- (c) Notices to NYISO shall be directed to the following individual:

NYISO

**Attn: Legal Department
10 Krey Blvd.
Rensselaer, NY 12144
Telephone: (518) 356-7537
Facsimile: (518) 356-8825
csharp@nyiso.com**

- (d) Recipient or NYISO may change their respective representatives designated herein by written notice to the other Party.

11. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the substantive law of the State of New York, without regard to any conflicts of laws provisions thereof (except to the extent applicable, Sections 5-1401 and 5-1402 of the New York General Obligations Law).

(b) Amendments. No amendment, modification or waiver of any of the terms or conditions of this Agreement shall be effective unless set forth in a writing signed by the NYISO and Recipient. Any purported amendment, modification or waiver that fails to comply with the foregoing shall be void and of no effect.

(c) Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in effect.

(d) Headings. Headings set forth herein are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.

(e) Non-Waiver. The failure of the NYISO to demand strict performance of the terms of this Agreement, or to exercise any right conferred by this Agreement, shall not be construed as a waiver or relinquishment of its right to assert or rely on any such term or right in the future.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the NYISO and Recipient with respect to its subject matter and supersedes any prior negotiations, discussions, agreements or understandings between them as to this subject matter.

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

By executing this CEII Non-Disclosure Agreement, Recipient certifies that no changes have been made to the form Agreement tendered to Recipient by the NYISO. Any modifications to the form Agreement shall be considered null and void.

Signature: _____

Name (please print): _____

Organization: _____

Address: _____
