

**PRINCIPLES TO GUIDE THE DRAFTING OF TARIFF PROVISIONS THAT
PROTECT THE CONFIDENTIALITY OF MARKET MONITORING DATA
EXCHANGED BETWEEN THE NEW YORK AND
NEW ENGLAND MARKET MONITORING UNITS**

- (1) The NYISO intends to seek authorization to exchange Confidential or Protected Information that is related to External Transactions at the Proxy Generator Buses representing the electrical interfaces between the NYCA and New England, with ISO-NE, the ISO-NE market monitoring unit and the ISO-NE market advisor for the specific purposes of (i) identifying and preventing the actual or intended gaming of the market rules set forth in the New York and/or New England (NEPOOL and ISO-NE) tariffs, procedures and technical documents, and/or (ii) identifying and preventing the actual or intended exercise of market power in New York or in New England.

- (2) Prior to disclosing any Confidential or Protected Information, NYISO will execute a confidentiality agreement with ISO-NE that will provide protections for Confidential or Protected Information that are substantially equivalent to those provided under the NYISO Code of Conduct and will limit the use of the data to the purposes specified in (1), above. The confidentiality agreement will include the following obligations:
 - (a) the confidentiality agreement shall require ISO-NE to provide notice to the NYISO of all requests from courts or regulatory entities for access to the data and shall provide all reasonable assistance requested by the NYISO to prevent disclosure. The NYISO shall inform the party or parties that are the source of the Confidential or Protected Information;

 - (b) if required to release Confidential or Protected Information to a court or regulatory body, ISO-NE shall take measures to ensure that it receives notice of any requests from third parties for access to such data and shall immediately notify the NYISO of any such requests. The NYISO shall inform the party or parties that are the source of the Confidential or Protected Information;

 - (c) if required to release Confidential Information to a court or regulatory body, ISO-NE shall seek appropriate protective relief to limit the disclosure to the greatest extent possible; and

 - (d) ISO-NE shall return or destroy the data it received from the NYISO when the issue underlying its inquiry has been resolved.

- (3) The release of confidential information shall be contingent on ISO-NE possessing the capability to provide Confidential or Protected Information to the NYISO.