



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

The attached form is intended to facilitate your request for information that is classified by Vermont Electric Power Company, Inc. (“VELCO”) 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 is intended to cover discrete requests for information. In order for VELCO to consider your request, you must complete, sign, date and return the following forms:

1. CEII Request Form
2. Non-Disclosure Agreement

Each of these forms requires you to identify yourself, your employer if any, the reason you need access to the CEII you are requesting, and the intended use of the information. Please note that these requests are individual and each person within an entity or organization who seeks access the CEII must complete these forms.

Once VELCO has received the two completed forms, we will review your request and make a determination as to whether or not the requested CEII will be released. VELCO will strive to balance your needs as the requesting party against the sensitivity of the information. VELCO will respond directly to you with its determination.

Any questions regarding this CEII Request Form may be directed to: Kim Pritchard (802) 770-6232 or [kpritchard@velco.com](mailto:kpritchard@velco.com). All correspondence, including the completed forms, should be mailed to VELCO, Attention: Kim Pritchard, VELCO, 366 Pinnacle Ridge Road, Rutland, VT 05701 or via e-mail to [kpritchard@velco.com](mailto:kpritchard@velco.com).

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<p><b>CEII REQUEST FORM</b>          Submit form to CEII Coordinator          366 Pinnacle Ridge Road          Rutland, VT 05701          e-mail: CEII@velco.com</p>	
<b>REQUESTER'S INFORMATION</b>	<b>EMPLOYER/CLIENT INFORMATION</b>
Requester's name & title:	Name of entity on whose behalf request is filed:
Any other names, e.g., maiden name, used by requester and dates used:	Address of entity listed above:
Requester's street address:	Phone number of entity listed above:
Requester's phone number:	
Employer's Name or Business Reference(s) <sup>1</sup>	
Name:	Phone #:
Name:	Phone #:
Description of information requested:	
Statement explaining need and intended use of the information:	
Are you willing to sign and abide by an appropriate agreement limiting your use and disclosure of the information requested? Yes <input type="checkbox"/> No <input type="checkbox"/>	
I acknowledge that the foregoing is true and accurate, and agree to give VELCO immediate notice if any of the foregoing is no longer true. I also consent to VELCO sharing the fact that this request has been made and/or granted, and agree that VELCO shall have no liability to me in connection with this request.	
Signature:	Date:

<sup>1</sup> Please include the name of your employer for the purposes of verifying the above information. If you are self-employed, please provide information of a business acquaintance.

**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 \_\_\_\_\_, in favor of Vermont Electric Power Company, Inc. and Vermont Transco LLC (collectively "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/or Confidential Information ("CI"); 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 must comply with federal rules and regulations relative to CEII generally and VELCO's CEII in particular; and

WHEREAS, the Recipient is working on \_\_\_\_\_  
(insert details) (the "Purpose") requiring access to certain confidential information which may be classified as CEII and/or Confidential Information.

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:

**Section I: Critical Energy Infrastructure Information (CEII)**

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.

## **Section II: Confidential Information**

Definition of "Confidential Information" (CI): **Confidential Information** (CI) shall mean any confidential, proprietary or trade secret information that is owned or controlled, or is specifically marked or identified as "Confidential Information" by Disclosing Party prior to disclosure hereunder. It also includes information of third parties in possession of Disclosing Party that Disclosing Party is obligated to maintain in confidence. CI subject to this Agreement may be in intangible form, such as information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, sketches, maps, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models.

## **Section III: Use and Protection of CEII and Confidential Information.**

(1) All CEII and CI 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 and CI, which shall be treated as CEII and CI if they contain CEII and CI.

(2) Recipient shall receive all CEII in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the information, and shall not divulge CEII to any third party without the prior written consent of the Discloser. The foregoing notwithstanding, the Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Agreement and agrees to observe and comply with the obligations of the Recipient under this Agreement with regard to such Information. The Recipient shall be responsible hereunder for any breach of the terms of this Agreement to the extent caused by its Representatives.

(3) Recipient and each of its Representatives shall use all information disclosed by the Discloser solely in connection with the Purpose and shall not use, directly or indirectly, any information for any other purpose without the Discloser's prior written consent. A Recipient will not knowingly use CEII and CI directly or indirectly for any illegal or non-legitimate purpose.

(d) In the event that the Recipient is required to disclose CEII and CI 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 and CI 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 and CI.

3. Return of CEII and CI. In the event that VELCO, in its sole discretion, so requests, the Recipient will promptly deliver to VELCO all CEII and CI, 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 he/she must inform VELCO immediately in writing at the address given above (Attention: Kimberly Pritchard), and promptly return the CEII and CI to VELCO or destroy the CEII and CI. VELCO may require the return or destruction of the CEII and CI.

5. CEII and CI “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 or other governmental body, 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 and CI is provided “as is” with all faults. In no event shall VELCO be liable for the accuracy or completeness of the CEII and CI. VELCO shall not have liability to the Recipient, or any other person or entity, for the Recipient’s use of any CEII and CI 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 (or Confidential Information) 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 and Confidential Information is requested:

\_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_