

# **CRITICAL ENERGY/ ELECTRIC INFRASTRUCTURE INFORMATION GENERAL NON-DISCLOSURE AGREEMENT**

1. These provisions govern the use of Critical Energy / Electric Infrastructure Information (CEII) provided to an Interested Party who files a request for access to CEII, pursuant to the NL Transmission Planning Process.

## 2. Definitions

- a. The term "CEII Coordinator" refers to the Newfoundland and Labrador System Operator (NLSO) official designated as the CEII Coordinator, with delegated authority under the NL Transmission Planning Process, to make determinations with respect to requests for CEII and make determinations as to whether particular information fits within the definition of CEII.
- b. The terms "non-disclosure agreement" and "NDA" mean this agreement by which requesters certify their understanding that access to CEII is provided pursuant to the terms and restrictions of these provisions, and that such requesters have read the provisions and agree to be bound by them.
- c. The term "Recipient" means someone who is approved to receive CEII in accordance with the provisions of the NL Transmission Planning Process.
- d. The term "Interested Party" means any existing transmission customer, interconnection customer, neighboring transmission provider, or any other person who may be affected by the Newfoundland and Labrador transmission system.

3. A Recipient may only discuss CEII with another authorized Recipient of the identical CEII, who has executed this agreement. A Recipient may check with the CEII Coordinator to determine whether another individual is an authorized Recipient of the identical CEII.

4. If any Recipient submits information in accordance with the NL Transmission Planning Process that includes CEII obtained under these provisions, the portions of the filing containing CEII must be submitted in accordance with the NL Transmission Planning Process.

5. 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 authorized Recipient of the identical CEII, and has executed this agreement.

6. A Recipient may only use CEII for the purpose of evaluating and/or analyzing transmission studies made available to the Recipient by the NLSO, and must not use CEII for an illegal or illegitimate purpose.

7. All CEII shall be maintained by the Recipient in a secure place in a manner that would prevent unauthorized access. Access to those materials shall be limited to other authorized Recipients of the identical material. Recipients may make copies of CEII, but such copies become CEII and are subject to these same restrictions. Recipients may make notes of CEII, which shall be treated as CEII, if they contain CEII.

8. CEII provided pursuant to the agreement is not subject to release under the Access to Information Act (Canada), the Access to Information and Protection of Privacy Act (NL), or any other access to information acts, laws, or regulations.

9. Recipients must return CEII to the CEII Coordinator or destroy CEII within fifteen days of a written request by the CEII Coordinator to do so, except that CEII notes may be retained in accordance with Paragraph 7, above. Within such time period, each Recipient, if requested to do so, shall also submit to the CEII Coordinator 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 7.

10. The Recipient is obligated to protect the CEII, even after designation period has lapsed, until the CEII Coordinator determines the information should no longer be designated as CEII under the NL Transmission Planning Process, or a court of competent jurisdiction finds that the information does not qualify as CEII.

11. The Recipient must promptly notify the CEII Coordinator if any conditions, such as a change in employment, have occurred.

12. The CEII Coordinator may audit the Recipient's compliance with this non-disclosure agreement.

13. The Recipient is required to promptly report all unauthorized disclosures of CEII to the CEII Coordinator.

14. Violation of this non-disclosure agreement may result in criminal or civil sanctions against the Recipient.

15. The NLSO reserves the right to revoke access at any time to the CEII.

16. This agreement is governed by the laws of the Province of Newfoundland and Labrador.

17. I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of the above 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 by the NLSO.

By (Signature): \_\_\_\_\_

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

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

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

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