

PTO-AC CEII Working Group

# PTO-AC Guidelines for Handling CEII Materials and CEII Requests

<b>OPERATING PROCEDURE INDEX</b>	<b>PTO-AC CEII Guidelines</b>		
<b>OPERATING PROCEDURE NAME:</b>	<b>HANDLING OF CRITICAL ENERGY/ELECTRIC INFORMATION (CEII)</b>		
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## Revision History

Date	Action	Who Made Changes
11/05/2014	Added the Revision History Table	Robin Kennedy
11/05/2014	Language for the CEII Stamp Added pg 17	Robin Kennedy
01/12/2015	Modified NERC references pg 5	Joe Turano (CMP/IUSA)
09/01/2017	Revised to include updated language from FERC Order 833. Updated definitions.	Robin Kennedy, Vicki VanSant

### Review and Re-Adoption Requirements

This document will be reviewed periodically by the Participating Transmission Owners Administrative Committee (PTO-AC). The existing or revised document will be re-adopted by the PTO-AC and posted and/or distributed to staff and committees/working groups, as applicable.

## 1. Introduction

This guideline is intended to provide assistance to Participating Transmission Owners (PTO) in the administration and handling of Critical Energy/Electric Infrastructure Information (CEII). This guideline is intended as a suggested set of determining criteria and recommended components for the handling of CEII by a PTO. A PTO may utilize this guideline as it deems appropriate.

CEII refers to vital information that, if utilized by someone wishing to do harm, could provide sufficient detail to enable the disabling of the Bulk Power System, Critical Facilities, and Bulk Electric System (BES) Cyber Assets.

This document will:

- Assist PTO personnel in determining the types of internal information that would be considered CEII.
- Provide guidance on document control for such information.
- Describe a process under which third parties may be granted access to CEII.

*NOTE: This procedure is not intended as a substitute for legal counsel. Each individual PTO should consult with its legal counsel when CEII is in question.*

While CEII designation is an important component of information protection, the Federal Energy Regulatory Commission (FERC) has also indicated that a Transmission Owner should “increase transparency and customer access to information.”<sup>1</sup> In addition, FERC has cautioned against the over-use of CEII.<sup>2</sup> Thus a PTO should avoid the over-use of CEII designation and restricted access to data that should otherwise be available for public scrutiny. It is also important that a PTO has consistent CEII policies and procedures to prevent confusion and contradiction among CEII requestors and providers.

## 2. Acronyms and Definitions of Terms

### 2.1. **CEII Defined**

To define CEII, it is important to understand the components of the term as it is defined by FERC. FERC defines 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.”<sup>3</sup>

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<sup>1</sup> FERC Order 890 Fact Sheet

<sup>2</sup> FERC 18 CFR Part 388 (Docket No. RM06-23-000; Order No. 702) - Critical Energy Infrastructure Information (Issued October 30, 2007)

<sup>3</sup> 18 CFR Part 388 (Docket No. RM06-24-000; Order No. 683) – Critical Energy Infrastructure Information (Issued September 21, 2006)

To further understand CEII, a PTO should consider these additional defined terms and examples:

Critical Infrastructure

“The Systems and Assets, whether physical or virtual, that are so vital to the United States that the incapacity or destruction of such systems or assets would have a debilitating impact on the security, national economic security, national public health or safety, or any combination of those matters.”<sup>4</sup> Systems, as defined in this procedure, refer to discrete protection, control, and communication systems.

BES Cyber Asset(s)

NERC identifies BES Cyber Assets as “If rendered unavailable, degraded, or misused would, within 15 minutes of its required operation, misoperation, or non-operation, adversely impact one or more Facilities, systems, or equipment, which, if destroyed, degraded, or otherwise rendered unavailable when needed, would affect the reliable operation of the Bulk Electric System. Redundancy of affected Facilities, systems, and equipment shall not be considered when determining adverse impact. Each BES Cyber Asset is included in one or more BES Cyber Systems.”<sup>5</sup>

Assets to consider for identifying BES Cyber Assets<sup>6</sup>:

- Control Centers and backup Control Centers;
- Transmission stations and substations;
- Generation resources;
- Systems and facilities critical to system restoration, including Blackstart Resources and Cranking Paths and initial switching requirements;
- Special Protection Systems that support the reliable operation of the Bulk Electric System; and
- For Distribution Providers, Protection Systems specified in Applicability section 4.2.1 in CIP-002-5.1a.

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<sup>4</sup> USA Patriot Act of 2001 - H. R. 3162 (Sec. 1016. Critical infrastructures protection)

<sup>5</sup> NERC Glossary of Terms Used in Reliability Standards (08/01/2017)

<sup>6</sup> CIP-002-5.1a Cyber Security — BES Cyber System Categorization (12/14/2016)

*Bulk Electric System (BES)*

NERC defines the Bulk Electric System as "...all Transmission Elements operated at 100 kV or higher and Real Power and Reactive Power resources connected at 100 kV or higher. This does not include facilities used in the local distribution of electric energy. *(Inclusions and Exclusions apply. "Note - Elements may be included or excluded on a case-by case basis through the Rules of Procedure exception process" )..*"<sup>7</sup>

*Critical Facility*

"Any facility or combination of facilities, if severely damaged or destroyed, would have a significant impact on the ability to serve large quantities of customers for an extended period of time, would have a detrimental impact to the reliability or operability of the energy grid, or would cause significant risk to public health and safety."<sup>8</sup>

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<sup>7</sup> NERC Glossary of Terms Used in Reliability Standards (08/01/2017)

<sup>8</sup> Security Guidelines for The Electricity Sector: Vulnerability and Risk Assessment, pg. 1 Applicability

## 2.2. Acronyms and Terms

<b>Term</b>	<b>Definition</b>
BES	Bulk Electric System as defined by North American Electric Reliability Corporation (NERC).
BES Cyber Asset(s)	See Section 2.1
BPS	Bulk Power System as defined by Northeast Power Coordinating Council (NPCC).
CEII	Critical Energy/Electric Infrastructure Information as defined by the Federal Energy Regulatory Commission (FERC).
CIP	Critical Infrastructure Protection: NERC standards created to enforce the protection of BES Cyber Asset(s).
Critical Infrastructure	See Section 2.1.
EMS	Energy Management System.
FERC	The Federal Energy Regulatory Commission, pursuant to the provisions set forth in the Federal Power Act, the Commission is responsible for regulating and overseeing the interstate transmission of electricity (specific powers are as set forth in the Federal Power Act).
FOIA	Freedom of Information Act.
ISO-NE	Independent System Operator New England: delegates and shares responsibility with the PTOs for many Transmission Operator (TOP) functions. While ISO-NE is accountable for certain types of reporting, it relies on the data from the PTOs.
NEPOOL	New England Power Pool.
NERC	North American Electric Reliability Corporation, through the establishment of Standards, ensures the reliability, adequacy and security of the nation's Bulk Power System.
NDA	Non-disclosure agreement.
NPCC	Northeast Power Coordinating Council.
PAC	Planning Advisory Committee.
PTO	Participating Transmission Owners.
RC	NEPOOL Reliability Committee.
SCADA	Supervisory Control and Data Acquisition.
SME	Subject Matter Expert.
TADS	Transmission Availability Data System.

### 3. **Determination of CEII Materials**

When determining if outgoing materials contain CEII, consider the following:

- “In general, narratives such as general descriptions of facilities and processes are public. However, if there are specific engineering, design or operational details of a critical infrastructure in narrative form, the information may be CEII or privileged.”<sup>9</sup>
- “CEII is limited and includes engineering, security, and detailed design information about proposed or existing critical infrastructure. Examples of CEII include detailed drawings and specifications, dam safety and technical reports, emergency action plans, hazard classification, construction design reports, public safety plans, and extreme event reports.”<sup>10</sup>

Please refer to Attachments A and B for specific examples of the types of materials (reports, diagrams, maps, studies, etc.) that should be considered for CEII labeling.

#### 3.1. **Recommended Methodology**

It is important for a PTO to have a method of determining if information is CEII and a plan to identify and label such, as needed. A PTO should designate material that has not yet been released to the public or filed with regulatory authorities, including any currently prepared materials for release, as CEII prior to release.

Once information is released to the public, or filed with regulatory authorities, information cannot be retroactively labeled as CEII. Thus, retroactively labeling previous files may not be necessary or appropriate for a PTO. However, a PTO may label materials as CEII for future releases, even if previously released to the public.

A PTO should consider the organizational value of labeling internal materials as CEII once it has been determined if materials contain CEII. Alternately, PTOs may consider labeling only outgoing materials as CEII.

A methodology to handle and protect CEII should be included in a PTO's processes to ensure that material containing CEII is distributed with proper protection (please refer to Section 6).

#### 3.2. **Identifying CEII Materials**

To determine if materials contain CEII, the PTO should consider the following aspects:

- Is the subject related to the Bulk Power System, Critical Facilities, or BES Cyber Assets?
- Could this material be used to harm the electric system infrastructure?
- How is the material (e.g., maps, diagrams, studies, applications) presented? Does it discuss contingencies and critical infrastructure weakness?

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<sup>9</sup> FERC Guidelines for Filing Critical Energy/Electric Infrastructure Information (CEII)

<sup>10</sup> FERC Guidelines for Filing Critical Energy/Electric Infrastructure Information (CEII)



These questions may be answered through a methodology performed in a manner consistent within each PTO and among all PTOs. If the PTO determines that information is CEII, it should have a rationale for that determination, which provides defense against a legal or regulatory challenge. The methodology and rationale on how to consistently recognize CEII can be communicated to the PTO's organization through a variety of means, including training programs (refer to Section 7).

PTOs should attempt to be consistent in labeling CEII, and should consider methods to confirm similar CEII interpretations within the region, especially in regards to joint filings to regulatory bodies. However, it is important to note that each PTO may not identify CEII identically due to variations in each company's system.

Individual documents may not contain CEII however, when packaged together with other documents that do not contain CEII, the entire package may become CEII. The cover page of the package should have the CEII Stamp on it as well as the pages that contain CEII.

#### **4. Document Control**

A PTO should have a process in place to protect CEII materials. Before materials are released to the general public, or to any entity with the potential of being released to the public, the materials must be reviewed and processed accordingly. All applicable departments should be involved in this process.

For any documents being released by a PTO to those individuals who have signed NDAs, it is recommended that these materials be labeled as CEII on the cover page. In addition, a PTO may consider including a label on each page of a document.

Examples of CEII labels:

- Non-redacted document: *"This Report Contains Critical Energy/Electric Infrastructure Information (CEII) – Do Not Release Without Redacting."*
- For documents being redacted prior to public release: *"This document has been redacted for public use. Contact the document owner for further information."*
- For materials not containing CEII: *"This document has been reviewed and contains no CEII."*

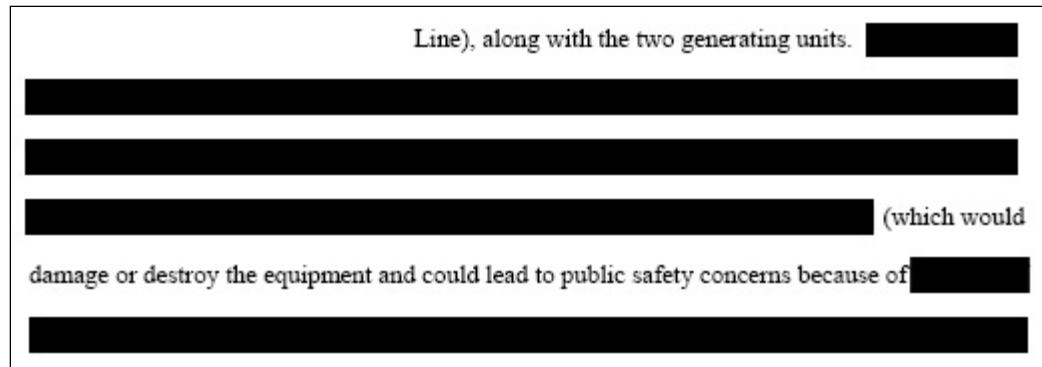
A PTO may consider additional labels applicable to how the material is marked. Use of the phrase *"may contain CEII"* is not recommended due to the inexact nature of this designation.

##### **4.1. CEII Delineation within Documents**

PTOs have several options for redaction of CEII. One method is to remove CEII from within a study or report. This can be facilitated by writing the document with CEII materials within appendices or attachments, the rest of the document can remain free of protected information, and could be provided to the public without the need for a non-disclosure agreement, providing the CEII attachment is removed. When utilizing this method of redaction, PTOs should determine the best method to label the document and its attachments for CEII content.

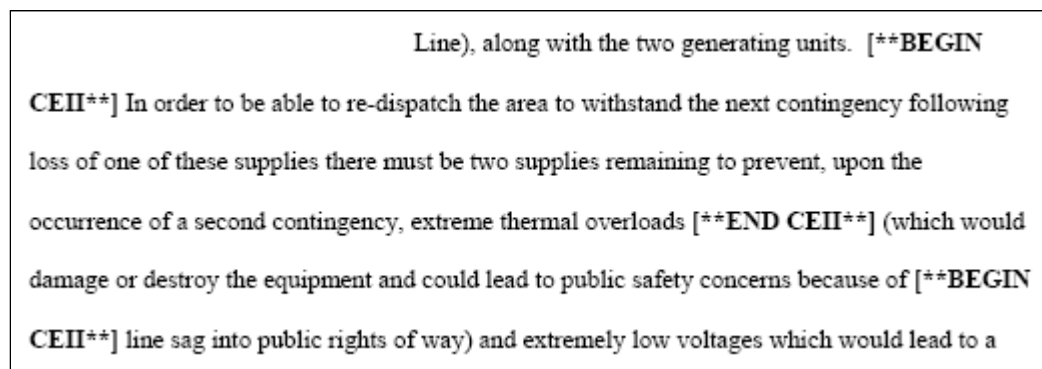
When moving materials to a separate section disrupts the flow of information, a second method is to redact CEII within the document. PTOs may utilize a “blacked-out” redaction process for sentences, phrases, etc. that cannot be easily moved to a separate appendix or attachment (see Figure 1).

**Figure 1: Redacted CEII within a Document**



PTOs should consider marking the non-redacted version of a document screened for CEII to show the location of CEII (see Figure 2). This will assist the recipients of the protected CEII version to understand where CEII must be redacted for public versions.

**Figure 2: Non-Redacted Version with CEII Demarcation**



#### 4.2. Public Forums, Siting Councils, and Filings

Before making presentations in a public forum, it is recommended that all PTOs be cautious about the contents of their presentations. If a public forum requires the distribution of CEII materials, a PTO should have a process for identity verification (see Section 6 for more detail) and handling requests for access to CEII to ensure that recipients have been pre-screened and have signed the appropriate NDA.

Due to the large variation between regulatory bodies and hearings, PTOs should consult with their legal counsel to determine the appropriate level of confidential treatment, including seeking protective orders / protected treatment, non-disclosure agreements and intervening party agreements.

It is important for each individual PTO to protect CEII materials being given out to public forums, siting councils, zoning boards, etc. Frequently, these State and local councils, through the Freedom of Information Act (FOIA), must make meeting materials and filings public. Due to this issue, a PTO should consider gaining a State or local level of protection for CEII.

The suggested methodology for PTOs to protect information presented to and/or filed with State and local venues is to seek a Protective Order for the proceeding, and provide two versions of materials to the council: a redacted public version and a confidential CEII version that can only be used by the council at such time as the Protective Order is granted.

#### **4.3. E-mail Labeling and Electronic Information Protection**

While each PTO has individual information protection policies for confidential materials, it is important to update these policies, and any related training, to include information regarding protecting CEII.

If no policy exists relating to the protection of confidential information, a PTO may consider the following issues:

- E-mail transmission of protected materials:
  - Password protected Zip files
  - File and password sent separately
- Secure FTP transfer
  - FTP login and password sent separately
- Storage of CEII material on portable devices/media
  - Protect portable media through locked storage
  - Encryption of portable storage units such as laptops, PDAs, and flash drives
  - Keeping data on a secure network rather than on local computer hard drives
- Protect redacted materials in a manner that cannot be un-redacted, such as:
  - Scanning hard copies of redacted materials to PDF, rather than saving word processing files as PDF
  - Utilizing document protection and security functions within applications
- Intranet and network file access or security levels

#### **4.4. CEII Disposal**

CEII should be considered a form of company confidential information, and should, therefore, retain an equivalent level of care within each PTO. It is recommended that each PTO include a definition and expectation for CEII protection within company confidential information policies, including proper disposal methodology. Common methods of confidential information disposal include commercial shredding services, as well as the organization's own cross-shredding hardware. Electronic "shredding" programs and hardware may also be used to destroy CEII files.

*Note: PTOs should consider a CEII disposal clause in their NDAs.*

### **5. Role of the CEII Coordinator**

Each PTO should designate a CEII Coordinator who will be responsible for the administration of the CEII process for that organization. This includes CEII procedures, the proper labeling of CEII and administration of non-disclosure agreements as set forth in applicable CEII procedures.

The CEII Coordinator should assist with developing processes to identify and label information as CEII when that information is intended to be a component of a submission to a legitimate agency/regulator/entity that may request or require such information.

The CEII Coordinator should also ensure the PTO is prepared to handle requests for information from other members of the public. These requests may ask for information already submitted to ISO New England, FERC, or other regulators. The CEII Coordinator should oversee the creation of, and implementation of a process by which the PTO may determine whether the requestor has a legitimate reason to have the information and, if so, has signed the appropriate NDA.

CEII materials can be shared by a PTO with anyone who has a legitimate reason for having the information, so long as that person has been verified and has signed an NDA prohibiting the release of such information to the public. FERC has stated previously that nothing in its CEII regulations is intended to cause companies to withhold providing information to interested parties, and FERC encourages voluntary arrangements for sharing information.<sup>11</sup>

The CEII Coordinator should assist with developing and maintaining policies and procedures to:

- Direct the process of identifying and marking CEII under the guidance provided in this Guideline and FERC regulations and orders.
- Coordinate administration of external requests for CEII, and the submission of CEII to ISO, FERC, siting councils, state regulatory commissions or other regulators, including NDA administration and/or a Protective Order.
- Identify the criteria to grant or deny requests for access to information containing CEII.

## **6. Release of CEII Materials**

Material containing CEII may be released by a PTO to legitimate users outside of the organization or company. Examples of legitimate users include regulatory authorities, contractors, service providers, and affected parties in the general public. Information may be released:

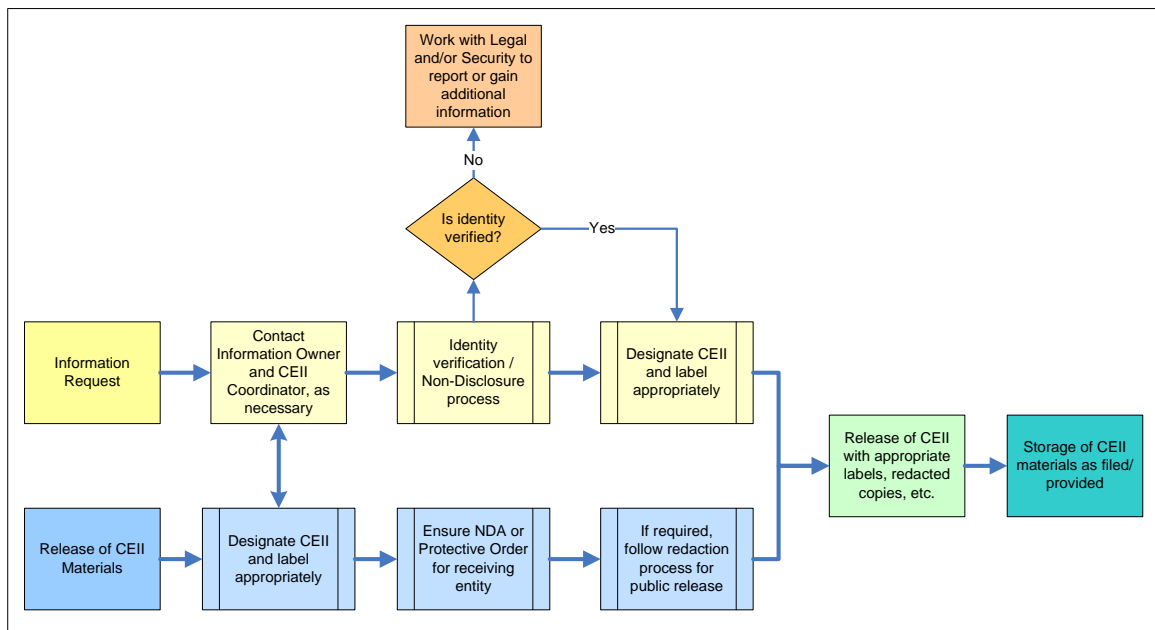
- In response to an external request (i.e., through a public proceeding),
- In association with regulatory filings, and
- As a result of sharing information with service providers, contractors, and customers.

The PTO may need to perform a due diligence investigation regarding the legitimacy of a request or the legitimacy of the user and the user's need to know.

An overview of the recommended process for releasing CEII externally is illustrated in Figure 3.

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<sup>11</sup> FERC Order No. 643, Paragraph 16

**Figure 3: CEII Release Process**

If the PTO identifies the need to release information externally, then the employee releasing CEII material should work with the information owner to verify whether the outgoing material contains CEII. This can be achieved by determining whether the material is marked as CEII or ensuring that the material is reviewed for possible CEII content.

If the PTO determines outgoing material contains CEII, then the PTO should have a process to ensure the recipient protects the information.

For external requests, such as those occurring through public proceedings, a PTO should use the following forms:

- CEII Request (see Attachments C, D, and E for reference CEII request forms)
- Identity Verification (see Attachments C, D, and E for reference CEII request forms)

A PTO may consider the following methods to verify the identity of CEII recipients:

- Internet search
- Calls to an employer to validate type of company and title of recipient
- Known professional contacts
- Background check release and execution

If a CEII recipient's identity has been misrepresented, a PTO should take measures, in coordination with internal security and legal departments, to ensure proper notification of appropriate legal authorities.

After legitimacy of need and the requestor's identity have been verified, the PTO may then use the PTO Non-Disclosure Agreement (see Attachments C, D, and E). By signing the NDA, the CEII recipient should agree to comply with all limitations on the use of CEII.

To release CEII material to regulatory agencies, those agencies should have in place existing methods of securing information within proceedings, such as a Protective Order. A PTO may seek a Protective Order to ensure the confidential treatment of CEII within the proceeding. In this instance, a PTO should expect to provide both public (redacted) and complete versions of all materials presented, thus allowing the agency to disclose non-protected information to the public.

### **6.1. CEII Tracking**

A PTO should consider tracking systems (e.g., document management systems or relational databases) to store items such as CEII material released, CEII request forms, signed NDAs, identity verification forms, and/or Protective Orders.

### **6.2. CEII Exchange Between PTOs**

PTOs may choose to enter into mutual agreements among themselves to facilitate exchanging and sharing information that may contain CEII. PTOs, particularly companies with adjacent service territories, have long established working relationships. As part of the normal course of business, electric system design, maintenance, and operations are performed collaboratively. It is in the best interest of the PTOs to be able to exchange relevant business related materials that may contain CEII in an efficient and unencumbered manner.

The basis for PTO to PTO agreements includes the following criteria:

- Each signing PTO must provide evidence of a CEII policy, procedure, and training/awareness program at signing (please refer to Section 7 for more information)
- Each signing PTO must label all shared documents that contain CEII
- Each PTO may still require individual NDAs as necessary

By signing an overarching agreement between companies, PTOs give mutual assurance that they will protect the other party's CEII with the same standard of care as they would protect their own. For a sample PTO to PTO agreement, please refer to Attachment F – Inter-PTO Sharing Agreement.

### **6.3. Releasing Third Party CEII to Requestors**

If information requested has been created by a third party (not created by the entity receiving the request), the request recipient should either forward the request to the document creator, or give the requestor contact information from which the requested information may be acquired.

### **6.4. Contracts and Purchasing**

PTOs should consider revision of contracts with vendors to ensure definition and protection of CEII. PTOs may wish to request specific CEII NDAs with contracted personnel on an individual basis.

In addition, PTOs should consider specifying the protection of CEII in regards to sub-contractors within their vendor contracts.

## **7. CEII Training**

A PTO may consider providing training within the organization, such that personnel understand the basics of identifying and handling CEII. While each PTO will have its unique training program, some basic program elements may include:

- Definition and examples of CEII

- Criteria for CEII
- Labeling, redacting, and releasing CEII
- References for CEII guidance, such as FERC publications and internal resources
- Identification of the CEII Coordinator and the Coordinator's responsibilities within an organization
- Contact information for the CEII Coordinator
- Internal company CEII processes for all employees, including communication between areas of responsibility, including regulatory affairs, projects, legal counsel, etc.

PTOs may also consider an awareness program that could include periodic awareness publications, training refreshers, posters, etc.

PTOs should consider lessons learned, frequently asked questions, or tips within their organization to help ensure that CEII is identified as consistently as possible within the organization.

## 8. References

- 18 CFR Parts 375 and 388 [Docket Nos. RM16-15-000 and RM15-25-001; Order No. 833]
- FERC 18 CFR Parts 4, 16, 141 and 157 (Docket No. Docket No. RM03-6-000; Order No. 643) – Amendments to Conform Regulations With Order No. 630 (Critical Energy Infrastructure Information Final Rule – Issued July 23, 2003)
- 18 CFR Part 388 (Docket No. RM06-24-000; Order No. 683) – Critical Energy Infrastructure Information (Issued September 21, 2006)
- FERC 18 CFR Part 388 (Docket No. RM06-24-001; Order No. 683-A) – Critical Energy Infrastructure Information (April 9, 2007)
- FERC 18 CFR Part 388 (Docket No. RM06-23-000; Order No. 702) - Critical Energy Infrastructure Information (Issued October 30, 2007)
- FERC Guidelines for Filing Critical Energy/Electric Infrastructure Information (CEII) – Available from FERC website
- FERC Order 890, “Preventing Undue Discrimination and Preference in Transmission Service” (February 16, 2007)
- FERC Order 890 Fact Sheet
- Comments from NERC on FERC Rule Regarding Critical Energy Infrastructure Information (Docket No. RM02-4-000, Docket No. PL02-1-000)
- NERC Glossary of Terms Used in Reliability Standards (8/1/2017)
- NERC Security Guidelines for the Electricity Sector (version 1.0, June 14, 2002): “Vulnerability and Risk Assessment, pg. 1 Applicability” (version 1.0, June 14, 2002) <http://www.esisac.com/publicdocs/Guides/V1-VulnerabilityAssessment.pdf>
- NERC CIP-005-5.1a Cyber Security — BES Cyber System Categorization
- NPCC Document A-7, “NPCC Glossary of Terms”
- NPCC Document A-10, “Classification of Bulk Power System Elements”
- NPCC Directory #2, “Emergency Operations”
- New England Participating Transmission Owner (PTO) Procedure for Disclosure of Critical Energy Infrastructure Information (CEII)
- USA Patriot Act of 2001 - H.R. 3162 (Sec. 1016. Critical infrastructures protection)

## 9. Summary of Changes

### Revision 2

This procedure has been modified to include:

- Updates based on FERC Order 833
- Revised NDA examples
- Updated definitions

### Revision 1

This procedure has been modified to include:

- Information regarding CEII disposal
- Sharing of CEII between PTOs
- Additional guidance on identification, labeling, and communication of CEII
- Sharing of CEII with vendors and contractors
- Updated understanding of non-disclosure and protection of information within regulatory venues

### Revision 0 (effective June 25, 2009 last update 4/17/2017)

None – This procedure is the original issue.



## Attachment A - CEII Materials to Be Protected

The following information was developed through the cooperation of a PTO-AC working group and representatives from ISO-NE.

In addition, please refer to NERC Security Guidelines for the Electricity Sector, "Protecting Potentially Sensitive Information," version 1.0 (June 14, 2002) for determining if materials should be treated as CEII.

### Maps/diagrams

What types of information require CEII labeling for maps/diagrams?

- Detailed representation of transmission components containing elements of high impact, Bulk Power System, Critical Facilities, or BES Cyber Asset(s) (i.e., Breaker/transformer, with ratings, connections, etc.)

*Note: Some distribution and generation interconnection diagrams may contain Bulk Power System, Critical Facilities, and BES Cyber Asset information.*

- Depiction of line ratings or transfer capability or bottlenecks for any Bulk Power System element or resource components: i.e., the output of analyses that illustrates or infers Bulk Power System problems under contingencies, such as might be used to technically substantiate needs for system improvements
- Maps and diagrams showing specific system elements related to nuclear facilities
- Underground gas line details

**Note: Maps that might otherwise appear to be innocuous may contain legends that provide CEII-level detail. Example: Designating a nuclear facility versus a non-nuclear facility.**

What types of maps/diagrams can be made public?

- One-line type representation of transmission lines (simple schematic one-lines, not the output of PSS/E or similar analysis software) that may include:
  - Voltage level(s): i.e., the nominal conductor ratings, not voltage problems
  - TO territory or ownership
- Geographic maps without technical details

Examples:

#### **CEII marking required:**

- Northeast 345kV system diagram (includes bus detail)
- Diagrams/maps submitted as part of the modeling info (assumes level of detail is such that it can be utilized for modeling purposes, but not known contingencies that would aid modeling of system problems)
- New England Regional System Plan (RSP) – RSP06 Northern and Southern Area Maps
- ISO-NE Detailed Price Node (PNode) diagram
  - Detailed diagram (marked as CEII because it contains detail of each substation with breaker, transformer, bus conditions, and generator location)

**Public** (no CEII demarcation):

- New England one-line diagram (no detail that requires protection)
- New England geographic and/or Geographic Transmission Map including topological transmission maps (not enough detail)
  - Exception for maps with generator type indicated (such as nuclear in the above list)
- ISO-NE General PNode diagram:
  - Versions of PNode diagrams without bus / breaker /transformer detail listed (similar to a basic one-line diagram)

**Reports, data, etc.**

*Note: Reports that have sections designated as CEII should be labeled as containing CEII.*

*Samples of the CEII Stamp when needed. The text in this stamp should be in **RED** :*

- **CONTAINS CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION SUBJECT TO NON-DISCLOSURE PROVISIONS. DO NOT DISTRIBUTE**
- **This document contains Critical Energy/Electric Infrastructure Information (CEII). DO NOT DISTRIBUTE or COPY**

What aspects require CEII demarcation for this category?

- The inclusion of any of the protected maps from above in report
- Detailed descriptions of Bulk Power System components or protective schemes (i.e., relay and protection info, special protection system detail, substation design detail)
- Description of a specific Bulk Power System weakness or vulnerability
  - “Needs” description specifying the conditions or contingencies that lead to the need
  - Description of a justification for an alternative (indirect reference to weakness or vulnerability)
  - Market performance language that indirectly describes or relates to a specific weakness or vulnerability in the bulk power system
  - Powerflow cause and effect description
  - Powerflow data

Examples:

**CEII marking required:**

- Load Power Factor Studies and Audit Results
- Sections 2, 3 and 6 of Form 715
- Portions of Capacity, Energy, Loads, and Transmission (CELT) report that include technical detail as noted above
- Detailed System disturbance/event follow-up/Blackout report (describes vulnerability)
- Market/Reliability event related to a system disturbance (describes vulnerability)
- Annual Maintenance Schedule (can be used to derive vulnerability as it

incorporates forecast of capacity shortcoming)

- Transmission Maintenance Schedule (can be used to derive vulnerability)
- Reliability Agreement info (i.e., Southwest CT Gap info – depicts needs)
- Study analysis (depicts needs or vulnerability):
  - Maine Power Reliability Program (MPRP)
  - Southeastern Massachusetts Reliability Region (SEMA)
  - Millstone Severe Line Outage Detector (SLOD) Special Protection System (SPS) Stability Report
- Data/info submittals (detailed engineering data):
  - NX-9
  - NX-11
  - I.3.9

**Public** (no CEII demarcation):

- Generic Interface Constraints spreadsheet
- Claimed Capability Report (lacks detail)
- Installed Capacity Requirement (ICR) report
- Financial Transmission Rights (FTR) related reports
- Contingency definitions spreadsheet (detailed, yet may lack value unless coupled with results – case by case basis)
- Line and ZBR Definitions spreadsheet (detailed, yet may lack value unless coupled with results – case by case basis)
- Monthly Interface Limits spreadsheet (only depicts limits with no detail)

### **Critical Infrastructure Protection**

Any materials classified as protected CIP information through the PTO's CIP methodologies and processes are CEII, but are subject to specific handling restrictions as detailed in the NERC CIP Standard Requirements.

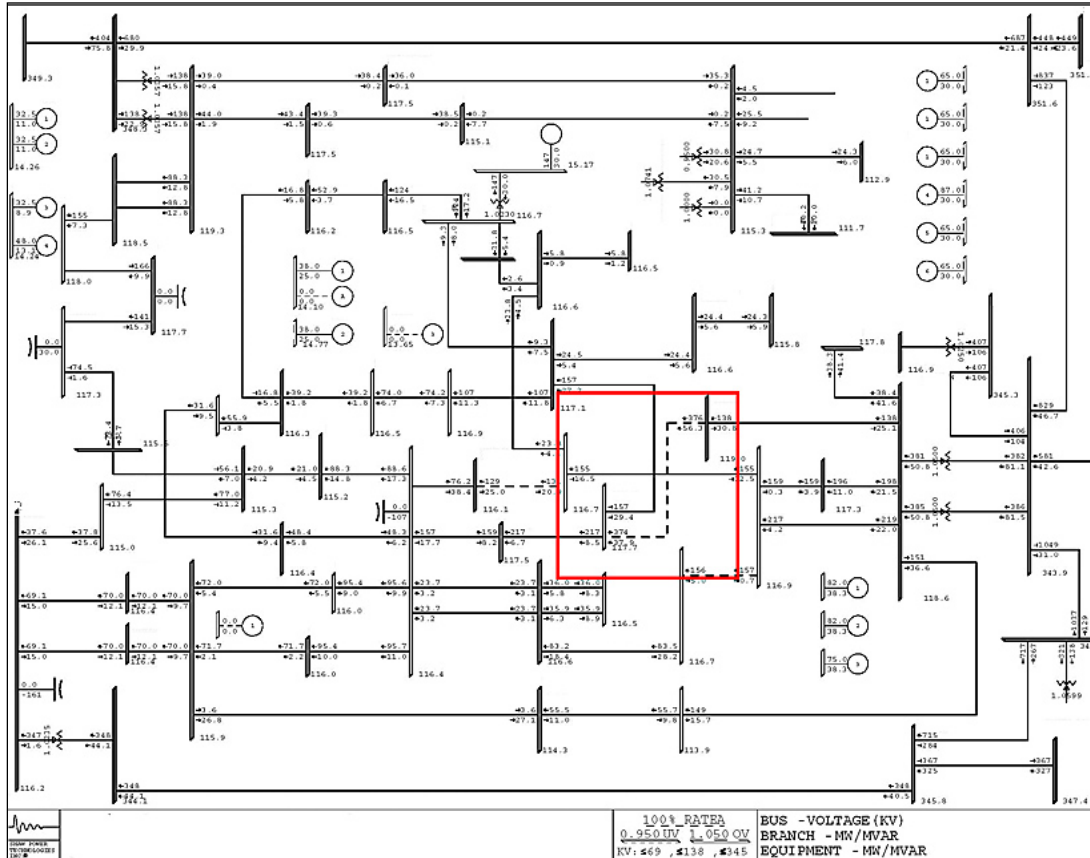
## Attachment B – Illustrative Examples of CEII

Please note: the information in this section has been changed only to exclude specific company information.

The following examples refer to specific instances in which CEII has been redacted for public release.

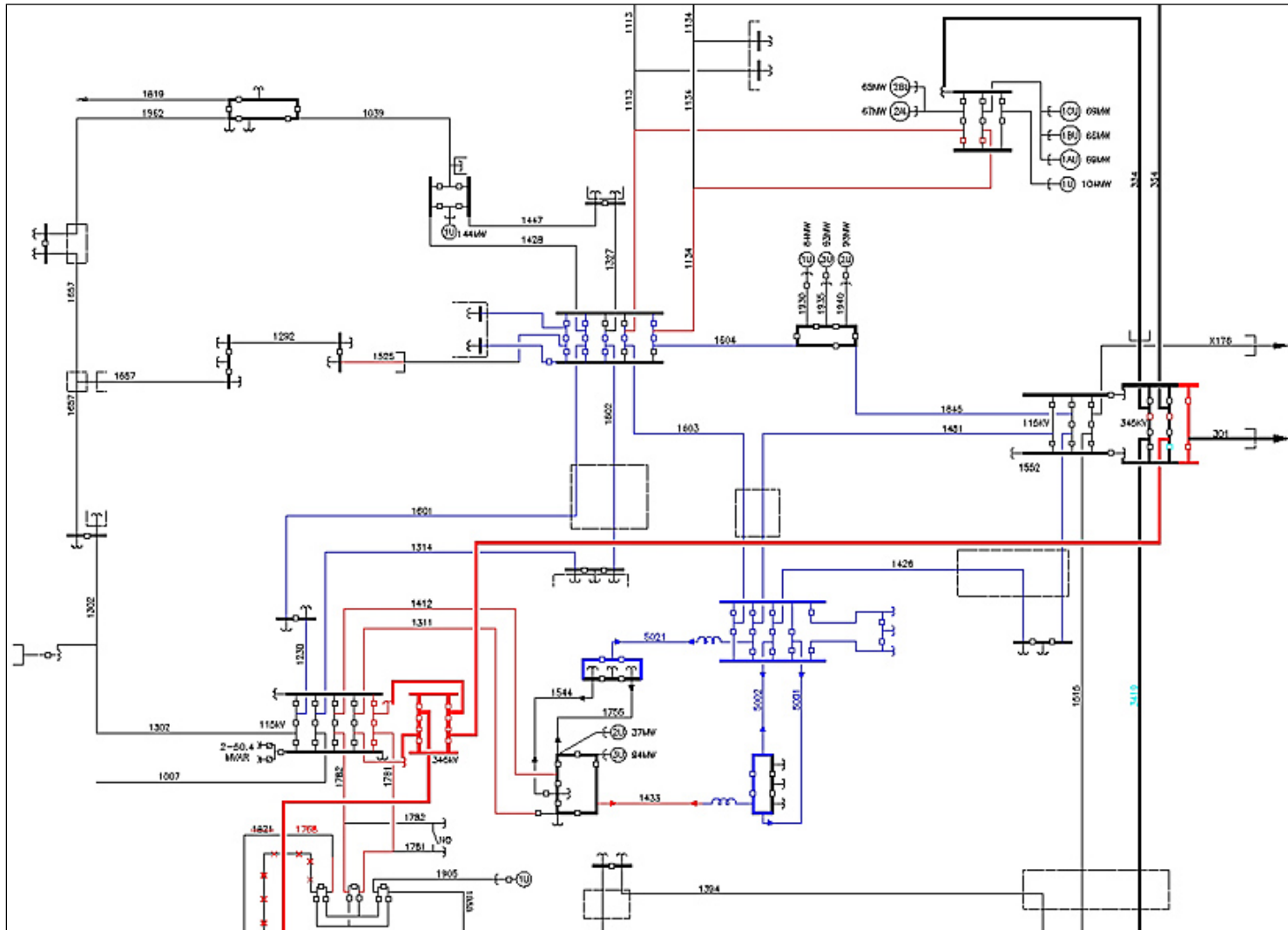
### Example 1

- One-line diagrams depicting the results of thermal analysis showing overvoltage:



**Example 2**

- Detailed one-lines depicting specific equipment, location, ratings, overloads, and/or contingencies:



**Example 3**

- Detailed descriptions of contingencies and system weaknesses, such as those within a project petition or application:

Note: Items in *RED ITALIC TEXT* have been replaced with generic information.

**PROJECT BACKGROUND**

This proposed Project resolves future contingency overloads on the existing transmission system that could occur if both the 310 and the 368 circuits were out-of-service together. Each is a 345-kV circuit.

A comprehensive 10-year load-flow analysis conducted by *COMPANY NAME* and *ISO* revealed that during times when *STATE* imports are high and both *GENERATION* are on line, loss of both the *CIRCUIT #* circuit from *SPECIFIC SUBSTATION AND LOCATION #1* to *SPECIFIC SUBSTATION AND LOCATION #2* and the *CIRCUIT #* circuit from *GENERATION* to *SPECIFIC SUBSTATION AND LOCATION #2* would cause other 345-kV lines to be loaded above their Long Time Emergency (“LTE”) ratings.

The table below shows the contingency load-flow results that would not satisfy *RRO*, *ERO*, *ISO* and *COMPANY* reliability standards, when the *CIRCUIT #* and *CIRCUIT #* circuits are out-of-service at the same time.

<u>Monitored Line</u>			<u>Flow before second circuit trips</u>	<u>Flow after second circuit trips</u>	<u>LTE Rating</u>	<u>% rating</u>
From Bus	To Bus	Circuit #	MVA	MVA	MVA	
<i>Specified From Bus</i>	<i>Specified To Bus</i>	<i>Circuit #</i>	1116.8	2032.9	1793	110
<i>Specified From Bus</i>	<i>Specified To Bus</i>	<i>Circuit #</i>	1158.3	2117.1	1912	108
<i>Specified From Bus</i>	<i>Specified To Bus</i>	<i>Circuit #</i>	1195.9	2114.2	1912	107
<i>Specified From Bus</i>	<i>Specified To Bus</i>	<i>Circuit #</i>	1148.5	1920.2	1912	97

## Attachment C - Sample CEII Request Form #1

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

The attached form is intended to facilitate your request for information that is classified by COMPANY as CEII. For your information, 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, including participation in limited purpose working groups (e.g., formed to complete a transmission study). For access to secure portions of COMPANY’s website, like those for the COMMITTEE and the COMMITTEE, please refer to those sections of the website.

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

1. CEII Request Form
2. Non-Disclosure Agreement (unless you are employed by a Governance or Market Participant and registered as a “Person” under that Participant in COMPANY’s Customer and Asset Management System or you are an employee of FERC, in which cases the COMPANY Information Policy applies)

Please understand that changes to these documents are not permissible due to the volume of requests we receive and to ensure that all entities are treated fairly and equally.

Each of these forms requires you to identify yourself as: a registered employee of a Governance or Market Participant; an employee of another COMPANY TYPE or RTO; a state agency employee; a federal agency employee; an employee of an electric reliability organization or regional entity; an employee of a transmission owner in another region; a consultant for one of the foregoing entities; or “other.” Note that it is less likely that COMPANY will grant the request of an individual in the latter category, given the sensitive nature of CEII.

Please note that these requests are individual and each person within an entity or organization who will access the CEII must complete these forms.

Finally, note that COMPANY will not act upon your request until these steps are completed. When these steps are completed and reviewed, COMPANY will forward the relevant information to you.

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

Any questions regarding this CEII Request Form may be directed to Customer Services at 413-540-4220. All correspondence, including the completed forms, should be mailed or faxed to COMPANY, Attention: ADDRESS.

**CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (“CEIF”)  
REQUEST FORM**

1. This form must be accompanied by an original signed Non-Disclosure Agreement, unless you are a registered employee of a Governance Participant (as indicated below) or FERC, in which case the COMPANY Information Policy applies. If you have already signed a CEII Non-Disclosure Agreement, please provide the date: \_\_\_\_\_
  
2. The undersigned requests the following information [describe in detail]:  
\_\_\_\_\_  
\_\_\_\_\_
  
3. The undersigned is:
  - employed by a Governance Participant or Market Participant and registered as a “Person” under that Participant in COMPANY’s Customer and Asset Management System
  - an employee of another independent system operator or regional transmission organization in North America
  - a state agency employee
  - a federal agency employee
  - an employee of the electricity reliability organization or regional entity
  - an employee of a transmission owner in another control area
  - a consultant of one of the entities listed above who has been retained to provide advice regarding the matter described in no. 5 below
  - other (note that COMPANY is less likely to grant the request of persons in this category)
  
4. Give the name of your employer and your title: \_\_\_\_\_  
\_\_\_\_\_
  
5. The undersigned represents warrants and agrees that the information is to be used solely for the following purpose [describe in detail]: \_\_\_\_\_  
\_\_\_\_\_
  
6. If you are a consultant, provide the name and contact information of an individual at the organization that has retained you so that we may verify your role: \_\_\_\_\_  
\_\_\_\_\_
  
7. If you are in the “other” category, please provide the name and contact information of an individual at COMPANY or one of the entities listed in no. 3 who may verify the legitimacy of your request: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Name (please print): \_\_\_\_\_

Organization: \_\_\_\_\_ Business Address: \_\_\_\_\_

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

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



## CEII NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made as of \_\_\_<sup>th</sup> day of \_\_\_\_, 2017 ("Effective Date") by and between (Name of the Utility issuing the Non-Disclosure Agreement), having an office at (Utility street address) and (Name of Recipient), having an office at (input Recipients Address) (each a "Party," and collectively "the Parties"), to assure the protection of the confidential or proprietary nature of information to be disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Recipient"), for the Purpose set forth herein.

**WHEREAS**, (Name of Recipient), requires the information to (State the purpose) NERC PRC-001 requirements must be satisfied.

("Subject Activities"); and

**WHEREAS**, in connection with such Subject Activities, the Disclosing Party will make available to Recipient certain information regarding the Disclosing Party, including, in the case of (Company), location of existing utility mapping around the parcels, specifically all of which information the Disclosing Party considers proprietary or confidential (hereinafter the "Confidential Information");

**WHEREAS**, the Disclosing Party's disclosure of Confidential Information and Recipient's use of the Confidential Information is conditioned entirely on the Parties' entering into and compliance with this Agreement in order to protect the Disclosing Party's Confidential Information and limit its disclosure and use solely to the Recipient and for the Purpose set forth herein.

**NOW, THEREFORE**, in consideration of the mutual understandings of the Parties, it is agreed as follows:

1. "Confidential Information" as used in this Agreement means the "Confidential Information" expressly described above and any and all information that is designated or otherwise identified orally or in writing as confidential or proprietary or which, under the circumstances surrounding disclosure, Recipient should know is treated as confidential by (Utility). Confidential Information expressly includes Non-Public Personal Information (defined below). Confidential Information includes notes, documents, memoranda or other writings including electronic writings, including any materials which copy or disclose Confidential Information, prepared by Recipient based on information contained in the Confidential Information. Recipient shall treat the Confidential Information in strict confidence and with the same degree of care that it accords to its own confidential information but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, all Confidential Information received by Recipient pursuant to this Agreement shall be maintained in a secure place and access to the Confidential Information shall be restricted solely to Recipient. Confidential Information also includes Critical Electric Infrastructure Information ("CEII") as such term is defined at C.F.R. § 388.113. In the event that COMPANY discloses any CEII to Recipient or Recipient otherwise obtains any CEII from in any manner, Recipient shall, in addition to its obligations hereunder, fully comply with the provisions of Attachment 1 hereto. In the event that the provisions contained in this Agreement and Attachment 1 are inconsistent, the most restrictive provisions shall apply.
2. Recipient shall use and reproduce the Confidential Information only to the extent necessary to further the Purpose. Except as expressly provided in Paragraph 3 below, Recipient agrees that it shall not disclose any Confidential Information of COMPANY to any other party without the prior written consent of (Utility).
3. Recipient may disclose Confidential Information only to those of its employees who need to know such Confidential Information in order to further the Purpose and who have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive, with respect to limitations on use and disclosure, than those of this Agreement. Recipient shall be responsible for any breaches of confidentially obligations committed by its employees with respect to the Confidential Information.
4. Immediately upon request by (Utility), but in no event later than ten (10) days after the Purpose has been completed, terminated, or is otherwise no longer applicable, Recipient shall promptly return to COMPANY or destroy (at (Utility)'s option) such Confidential Information, and all copies, summaries, or other reproductions thereof, which are in Recipient's control. Recipient agrees to certify in writing to COMPANY that it has complied with the provisions of this Paragraph 4.

5. In the event that Recipient become legally compelled in connection with a valid judicial or other governmental or regulatory order to disclose any of the Confidential Information, Recipient shall give COMPANY prompt written notice of such requirement so that COMPANY may seek a protective order or other appropriate remedy and/or waive compliance with the terms hereof. Recipient agrees to provide only that limited portion of the Confidential Information that it is advised by written opinion of counsel is legally required and to exercise its best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.
6. The term "Confidential Information" does not include any information or documents that (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure in violation of this Agreement or any other confidentiality agreement), (ii) was available to Recipient on a non-confidential basis from a source other than (Utility), provided that such source is not bound by a confidentiality agreement that was applicable to the Confidential Information, or (iii) has been independently acquired or developed by Recipient independent of and without reference to any Confidential Information and without violating any of its obligations under this Agreement. The exceptions described above shall not apply to information that relates to individual consumers or customers of COMPANY or its affiliates as well as employees of COMPANY or its affiliates, including any and all personally identifiable information ("Non-Public Personal Information").
7. This Agreement shall be interpreted, governed and construed under the law of the State of Connecticut, regardless of its conflicts of laws principles.
8. (Name of Recipient), "Recipient" agree that in the event of a breach of this Agreement, COMPANY will experience irreparable and severe injury within a short period of time and shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity.
9. In the event that any provision of this Agreement is determined by court to be unreasonable and/or unenforceable, such court is hereby requested to and may modify such provision in such a way as to make it reasonable and enforceable. In addition, the validity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
10. All confidential information and materials furnished to Recipient by COMPANY shall remain the property of (Utility). Recipient does not acquire any rights or licenses under any intellectual property rights of COMPANY under this Agreement. All Confidential Information provided hereunder is provided "as is" and without warranty of any kind. Recipient agrees that COMPANY shall not be liable for any damages whatsoever related to Recipient's use of the Confidential Information. Nothing contained in this Agreement shall obligate COMPANY to provide any Confidential Information to Recipient. Nothing contained in this Agreement shall be construed to require either COMPANY or Recipient to enter into any transaction and/or business relationship related to the Subject Activities (or any other transaction or business relationship), and any such transaction or relationship, if any, shall be governed solely by its applicable written agreement entered into by and between COMPANY and Recipient, if any, if, when, and as executed.
11. Recipient's obligations to maintain confidentiality under this Agreement shall continue indefinitely, notwithstanding the return of the Confidential Information or completion or termination of the Purpose.
12. (Name of Recipient), acknowledges and agrees that it is aware of and will comply with United States securities laws that prohibit (Name of Recipient), and any other person or entity who has received material non-public information about a company from purchasing or selling securities of such company while in possession of material non-public information (Name of Recipient), further acknowledges that the Confidential Information will contain material non-public information regarding COMPANY and hereby confirms that it shall take any action necessary to prevent the use of any Confidential Information in a way which might violate any applicable law, rule, regulation, stock exchange rule or disclosure requirement of the Securities and Exchange Commission.

13. Recipient shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of (Utility). This Agreement contains the entire agreement between the parties hereto with respect to the subject matter expressed in this Agreement and this Agreement may be amended or modified only with the written agreement of all of the parties. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties their successors and assigns. This Agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument. Facsimile or electronic execution and delivery of this Agreement is legal, valid and binding for all purposes.

**IN WITNESS WHEREOF**, COMPANY and Recipient have duly executed this Nondisclosure Agreement as of the date first above written.

**(Name of the Utility issuing the Non-Disclosure Agreement)**

By: \_\_\_\_\_

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

**RECIPIENT**

**(Name of Recipient),**

By: \_\_\_\_\_

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

**ATTACHMENT 1**

Critical Energy/Electric Infrastructure Information

A. For purposes of these provisions, the term "Recipient" means someone who is approved to receive CEII in accordance with the provisions of this Attachment 1 (the "Provisions") and the provisions of the New England Participating Transmission Owner Procedure for Disclosure of CEII (the "Procedure"), posted on the Open Access Same Time Infrastructure Systems ("OASIS").

B. (Name of Recipient), may only discuss CEII with another Recipient of the identical CEII. (Name of Recipient), may check with COMPANY to determine whether another individual is a Recipient of the identical CEII.

C. If (Name of Recipient), submits information to the Federal Energy Regulatory Commission ("FERC" or "Commission") that includes CEII obtained under these Provisions, portions of the filing containing CEII must be submitted in accordance with 18 C.F.R. § 388.112(b).

D. (Name of Recipient), may use CEII as foundation for advice provided to others but may not disclose CEII to another individual unless that individual is an approved Recipient of the same CEII.

E. (Name of Recipient), will not knowingly use CEII for an illegal or non-legitimate purpose.

F. All CEII shall be maintained by (Name of Recipient), in a secure place. Access to these materials shall be limited to other Recipients of the identical material. (Name of Recipient), may make copies of CEII, but such copies become CEII and subject to these same procedures. (Name of Recipient), may make notes of CEII, which shall be treated as CEII notes if they contain CEII.

G. (Name of Recipient), must return the CEII to (Utility), or destroy CEII within fifteen days of a written request by COMPANY to do so, except that CEII notes may be retained in accordance with Paragraph F above. Within such time period, (Name of Recipient), if requested to do so, shall also submit to COMPANY 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 maintained by (Name of Recipient), in accordance with Paragraph F.

H. (Name of Recipient), remains bound by these Provisions unless COMPANY or the FERC rescinds the Procedure and these Provisions, or a court of competent jurisdiction finds that the information does not qualify as CEII.

I. COMPANY may request that FERC audit (Name of Recipient), compliance with these Provisions.

J. All violations of these Provisions will be reported to the FERC, and the FERC will determine whether to take action.

## **CEII NON-DISCLOSURE AGREEMENT**

This CEII NON-DISCLOSURE AGREEMENT (the “Agreement”) is made by the undersigned (the “Recipient”) in favor of COMPANY as agent for one or more of its affiliates (collectively, the Company).

WHEREAS, the Recipient has requested that the Company disclose to the Recipient certain information, all or a portion of which has been classified as Critical Energy/Electric Infrastructure Information; and

WHEREAS, the Federal Energy Regulatory Commission has defined Critical Energy/Electric Infrastructure Information 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”;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Recipient agrees as follows:

1. Definition of CEII. For purposes of this Agreement, “Critical Energy/Electric Infrastructure Information” or “CEII” shall mean: (i) all information designated as such by FERC, or the Company, 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.

2. Use and Protection of CEII.

(a) All CEII shall be maintained by Recipient in a secure place. Recipients may make copies of CEII, but such copies become CEII and subject to these same procedures. Recipients may make notes of CEII, which shall be treated as CEII if they contain CEII.

(b) Although a Recipient of CEII may use CEII as foundation for advice provided to his or her employer or clients, s/he may only discuss CEII with or disclose CEII to another Recipient of the identical CEII. A Recipient may check with the Company to determine whether another individual is a Recipient of the identical CEII.

(c) A Recipient will not knowingly use CEII directly or indirectly for an illegal or non-legitimate purpose.

(d) In the event that the Recipient is required to disclose CEII by subpoena, law or other directive of a court, administrative agency or arbitration panel, the Recipient hereby agrees to provide the Company with prompt notice of such request or requirement in order to enable the Company 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 the Company waives compliance with the provisions hereof, the Recipient hereby agrees to furnish only that portion of the CEII 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.

3. Return of CEII. In the event that the Company, in its sole discretion, so requests, the Recipient will promptly deliver to the Company all CEII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof.

4. Disposal of CEII. The recipient of CEII, at such time as s/he no longer needs the information, should dispose of that information as s/he would any other confidential information, such as shredding or a commercial shredding service.

5. Change in Status. If the Recipient ceases to be a party or intervenor in the siting proceeding to which the CEII provided hereunder relates, the Company may require the return of the CEII or its destruction.

6. CEII "on Loan". Information provided pursuant to this Agreement is deemed to be on loan and must be returned to the Company upon request. If the Recipient is an employee of a federal or State agency, s/he must note that the information is not the property of the agency and is not subject to Freedom of Information/Public Records acts or similar statutes.

7. No Warranty. The CEII is provided "as is" with all faults. In no event shall the Company be liable for the accuracy or completeness of the CEII. The Company shall not have liability to the Recipient, or any other person or entity, for the Recipient's use of any CEII disclosed pursuant to this Agreement.

8. Equitable Relief; Audit. Without prejudice to the rights and remedies otherwise available to the Company, the Company shall be entitled to seek equitable relief by way of injunction or otherwise if the Recipient breaches or threatens to breach any of the provisions of this Agreement. The Company may audit the Recipient's compliance with this Agreement.

9. Survival. The Recipient remains bound by these provisions unless the Company has rescinded it.

10. No Waiver. The Recipient understands and agrees that no failure or delay by the Company 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.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the [State or Commonwealth in which the siting proceeding is pending.]

12. Assignment Prohibited. Any assignment of the Recipient's rights, obligations or duties under this Agreement without the Company's prior written consent shall be void.

13. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the protection of the CEII, 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.

14. 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 Recipient has executed this CEII Non-Disclosure Agreement as of the date set forth below.

Signature: \_\_\_\_\_

Name (please print):

Date:

Organization:

Address:

**SECTION II**

**CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (“CEII”)  
REQUEST FORM**

2. This form must be accompanied by an original signed Non-Disclosure Agreement, and should be used if you are a party or intervenor in a siting proceeding and are not employed by COMPANY or a federal or state agency. If you have already signed a CEII Non-Disclosure Agreement, please provide the date and purpose: \_\_\_\_\_
2. The undersigned requests the following information [describe in detail, including reason for request]: \_\_\_\_\_
3. The undersigned is:
  - a party or intervenor in [SHORT CAPTION OF PROCEEDING] having been admitted as such on \_\_\_\_\_.
  - an employee of COMPANY or an independent system operator or a regional transmission organization in North America
  - a state agency employee
  - a federal agency employee
  - an employee of the electricity reliability organization or regional entity
  - an employee of a transmission owner in this or another control area
  - a consultant of one of the entities listed above who has been retained to provide advice regarding the matter described in no. 5 below
4. Give the name of your employer and your title: \_\_\_\_\_
5. The undersigned represents warrants and agrees that the information is to be used solely for the following purpose [describe in detail]: \_\_\_\_\_
6. If you are a consultant, provide the name and contact information of an individual at the organization that has retained you so that we may verify your role: \_\_\_\_\_



I acknowledge that the foregoing is true and accurate, and agree to give COMPANY Service Company immediate notice if any of the foregoing is no longer true. I also consent to COMPANY and its affiliated companies sharing the fact that this request has been made and/or granted, and agree that COMPANY and its parent and affiliated companies shall have no liability to me in connection with this request.

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Organization: \_\_\_\_\_

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

Email: \_\_\_\_\_

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

Fax: \_\_\_\_\_

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

## **Attachment D – Example Identity Verification Form**

### **COMPANY NAME CEII Identify Verification Form**

The attached form is designed to facilitate your request for information that is classified by COMPANY NAME as CEII. For your information, 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 covers discrete requests for information, including participation in limited purpose working groups (e.g., formed to complete a transmission study). For access to the NEPOOL Reliability Committee (RC) and the Planning Advisory Committee (PAC) planning documents, please refer to the Independent System Operator – New England (ISO-NE) website.

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

1. COMPANY NAME CEII Non-Disclosure Agreement (unless you are employed by FERC or COMPANY NAME)
2. COMPANY NAME CEII Identity Verification Form (unless you are employed by FERC or COMPANY NAME)

Please understand that changes to these documents are not permissible due to the volume of requests we receive and to ensure that all entities are treated fairly and equally.

Each of these forms requires you to identify yourself as: a registered employee of a Governance or Market Participant; an employee of an ISO or RTO; a state agency employee; a federal agency employee; an employee of an electric reliability organization or regional entity; an employee of a transmission owner in this or another region; a consultant for one of the foregoing entities; or “other.”

Please note that these requests are individual and each person within an entity or organization who will access the CEII must complete these forms.

Finally, note that COMPANY NAME will not act upon your request until these steps are completed. When these steps are completed and reviewed, COMPANY NAME will forward the relevant information to you.

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

Any questions regarding this CEII Request Form may be directed to the CEII Coordinator at CONTACT INFORMATION. All correspondence, including the completed forms, should be mailed or faxed to COMPANY CONTACT INFORMATION.

CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (“CEII”)  
REQUEST FORM RELEASE – IDENTITY VERIFICATION

1. This form must be accompanied by an original signed Non-Disclosure Agreement, and should be used if you are a party or intervenor in a siting proceeding and are not employed by Northeast Utilities or a federal or state agency. If you have already signed a CEII Non-Disclosure Agreement, please provide the date and purpose:
  
2. The undersigned requests the following information [describe in detail, including the reason for the request]:
  
3. The undersigned represents warrants and agrees that the information is to be used solely for the following purpose [describe in detail]:
  
4. If you are a consultant, provide the name and contact information of an individual at the organization that has retained you so that we may verify your role:

Name:

Organization:

Title at Organization:

Business Address:

Email:

Phone:

Fax:

Identity Verification Approver (of COMPANY NAME):

**COMPANY NAME - INTERNAL USE ONLY**

*Note: Please do not send this section of the form to NDA recipients*

Identity Verification Process for CEII Requester

Checklist for Included Information:

All NDA and Identity Verification Form Information has been properly filled out.

(if no, please resend the forms indicating where missing information is needed)

The "reason for request" is included (CEII Non-Disclosure Form Question #2) and corresponds with COMPANY NAME material.

Verification Process:

Ask COMPANY NAME personnel involved in the subject of the request if they are familiar with this individual.

(if no company is listed, verify the requestor is a town resident – this may require checking through town records)

Call the requestor’s employer and speak to a general administrative assistant or locate the directory. Speak to an individual from the requestor’s employer (this could be a general receptionist or someone in HR) to verify that the individual works for that company in the position indicated on the form.

Note: Identify yourself as COMPANY NAME personnel attempting to verify the identity of a requestor for protected information. If there is an issue, contact COMPANY NAME Legal department.

Please record the name of the individual you spoke to in this form:

Approval signature and Date of Approval:

\_\_\_\_\_

After approval, send the properly labeled information to the requestor.

## **Attachment E – Inter-PTO Sharing Agreement**

**COMPANY NAME**

**CEII Non-Disclosure Agreement**

### **CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (“CEII”)**

For your information, 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 request form covers all requests for information, including participation in limited purpose working groups (e.g., formed to complete a transmission study). In order for COMPANY NAME to consider your request, you must complete, sign, date and return a CEII Request Form for each discrete document. For access to the NEPOOL Reliability Committee (RC) and the Planning Advisory Committee (PAC) planning documents, please refer to the Independent System Operator – New England (ISO-NE) website.

The attached Non-Disclosure Agreement constitutes a blanket agreement. Please understand that changes to these documents are not permissible due to the volume of requests we receive and to ensure that all entities are treated fairly and equally. COMPANY NAME will accommodate requests for CEII from Participating Transmission Owners as defined in the Participating Transmission Operating Agreement. The attached Non-Disclosure Agreement must be executed by a corporate officer of a transmission owner. Please note that COMPANY NAME will not act upon your request until these steps are completed. When these steps are completed, reviewed, and accepted by COMPANY NAME, it will forward relevant information to you or the delegated employees of your company as set forth in the Non-Disclosure Agreement.

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

Any questions regarding this CEII Request Form may be directed to the CEII Coordinator at CONTACT INFORMATION. All correspondence, including the completed forms, should be mailed or faxed to [COMPANY CONTACT INFORMATION](#).

## **PTO-AC MEMBER CEII NON-DISCLOSURE AGREEMENT**

This PTO- AC MEMBER CEII NON-DISCLOSURE AGREEMENT (the “Agreement”) is made by and between the \_\_\_\_\_ (the “Recipient”) in favor of COMPANY NAME (the “Company”).

WHEREAS, both Recipient and the Company are Participating Transmission Owners pursuant to the Transmission Operating Agreement, dated February 1, 2005, and as may be amended from time to time; and

WHEREAS, the Recipient has requested that the Company disclose to the Recipient certain information, all or a portion of which has been classified as Critical Energy/Electric Infrastructure Information; and

WHEREAS, the Federal Energy Regulatory Commission has defined Critical Energy Infrastructure Information 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 good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. Definition of CEII. For purposes of this Agreement, “Critical Energy/Electric Infrastructure Information” or “CEII” shall mean: (i) all information designated as such by FERC, or the Company, 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.
2. Upon receipt of CEII materials pursuant to this agreement Recipient agrees to ensure that all documents received hereunder contain a label with the following statement: “Contains CEII”. In the event that a document containing CEII is received by Recipient that does not contain such label, Recipient agrees to cause such label to be placed on such document.
3. Recipient agrees not to distribute CEII documents received pursuant to this agreement to its corporate employees unless such employees have a need to know or legitimate business purpose for such documents. .
4. Recipient agrees that corporate employees receiving CEII documents distributed pursuant to this agreement are bound by the obligations of this Agreement.
5. Recipient warrants and represents that its Organization’s employees who are distributed CEII pursuant to this Agreement are aware of the confidential nature of CEII, will adhere to applicable company procedures regarding CEII, and have completed a CEII training/awareness program. Recipient further warrants and represents that it has adopted the PTO-AC CEII Guidelines as may be modified from time to time, or a substantially similar CEII policy or procedure.
6. Use and Protection of CEII. “Recipient” is any and all persons granted access to CEII furnished pursuant to this Agreement.

(a) All CEII shall be maintained by Recipient in a secure place. Recipients may make copies of CEII, but such copies shall be deemed CEII and subject to the requirements of this Agreement as if received directly from COMPANY NAME..

(b) Recipient may only discuss CEII with or disclose CEII to another entity privy to the identical CEII material. A Recipient may check with the Company to determine whether another individual or entity has been given access to specific CEII material.

(c) Recipient shall not intentionally or willfully use CEII directly or indirectly for an illegal or non-legitimate business purpose.

(d) In the event that the Recipient is required to disclose CEII by subpoena, law or other directive of a court, administrative agency or arbitration panel, the Recipient hereby agrees to provide the Company with prompt notice of such request or requirement in order to enable the Company 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, only that portion of the CEII 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.

7. Return of CEII. In the event that the Company, in its sole discretion, so requests, the Recipient will promptly deliver to the Company all CEII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof.

8. Disposal of CEII. The recipient of CEII, at such time as s/he no longer needs the information, should dispose of that information as s/he would any other confidential information, such as shredding or a commercial shredding service.

9. CEII "on Loan". Information provided pursuant to this Agreement is deemed to be on loan and must be returned to the Company upon request.

10. No Warranty. The CEII is provided "as is" with all faults. In no event shall the Company be liable for the accuracy or completeness of the CEII. The Company shall not have liability to the Recipient, or any other person or entity, for the Recipient's use of any CEII disclosed pursuant to this Agreement.

11. Equitable Relief; Audit. Without prejudice to the rights and remedies otherwise available to the Company, the Company shall be entitled to seek equitable relief by way of injunction or otherwise if the Recipient breaches or threatens to breach any of the provisions of this Agreement. The Company may audit the Recipient's compliance with this Agreement.

12. Survival. In the event of termination of this Agreement for any reason, CEII materials released to Recipient pursuant to this agreement shall remain subject to the terms and conditions of this Agreement until they are returned to Company, or have been destroyed pursuant to the requirements of the PTO AC CEII Guidelines.

13. No Waiver. The Recipient understands and agrees that no failure or delay by the Company 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.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the [State or Commonwealth in which the siting proceeding is pending.]

15. Assignment Prohibited. Any assignment of the Recipient's rights, obligations or duties under this Agreement without the Company's prior written consent shall be void.

16. This agreement will expire on mm/dd/yyyy.

17. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the protection of the CEII, 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.

18. 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 Recipient has executed this CEII Non-Disclosure Agreement as of the date set forth below.

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

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

Organization: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_