

Attachment C

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Proposed Form of Protective Agreement

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 individual who files a request for access to CEII pursuant to 18 C.F.R. § 388.113.
2. Definitions - For purposes of these provisions:
 - a. The term "CEII Coordinator" refers to the Federal Energy Regulatory Commission (Commission) official designated as the CEII Coordinator, with delegated authority under 18 C.F.R. § 375.313 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 18 C.F.R. § 388.113.
3. A Recipient may only discuss CEII with another authorized Recipient of the identical CEII. 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 to the Commission that includes CEII obtained under these provisions, the portions of the filing containing CEII must be submitted in accordance with 18 C.F.R. § 388.113(d)(1).
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.
6. A Recipient may only use CEII for the purpose for which it was requested and must not use CEII for an illegal or illegitimate purpose.

Initials: _____

Date: _____

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 either the Freedom of Information Act or other Sunshine Laws.
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 18 C.F.R. § 388.113(e)(2), or a court of competent jurisdiction finds that the information does not qualify as CEII.
11. The recipient must promptly notify the Commission if any conditions, such as a change in employment, have occurred.
12. The Commission 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 Commission.
14. Violation of this non-disclosure agreement may result in criminal or civil sanctions against the Recipient.

Initials: _____

Date: _____

15. 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 Commission. I acknowledge that a violation of this agreement may result in criminal or civil sanctions, including the suspension of my ability to appear before the Commission pursuant to 18 C.F.R. § 385.2102.

By: _____
Signature

Print Name: _____

Title: _____

Representing: _____

Date: _____