

35.7 Exchange of Information

35.7.1 Exchange of Operating Data.

PJM and NYISO agree to exchange and share such information as may be required from time to time for the Coordination Committee to perform its duties and for the Parties to fulfill their obligations under this Agreement, subject to the requirements of existing confidentiality agreements or rules binding upon either of the Parties, including the NYISO Code of Conduct as set forth in Attachment F to the NYISO OATT and PJM Data Confidentiality Regional Stakeholder Group. The types of data to be exchanged will be maintained and posted by the Parties to this Agreement on their respective OASIS web sites. Such information will consist of the following:

- 35.7.1.1 Information required to develop Operating Instructions;
- 35.7.1.2 Transmission System facility specifications and modeling data required to perform Security analysis;
- 35.7.1.3 Functional descriptions and schematic diagrams of Transmission System protective devices and communication facilities;
- 35.7.1.4 Ratings data and associated ratings methodologies for the Interconnection Facilities;
- 35.7.1.5 Telemetry points, equipment alarms and status points required for real-time monitoring of Security dispatch;
- 35.7.1.6 Data required to reconcile accounts for inadvertent energy, and for Emergency Energy transactions;

35.7.1.7 Transmission System information that is consistent with the information sharing requirements imposed by the Standards Authority; and

35.7.1.8 Such other information as may be required for the Parties to maintain the reliable operation of their interconnected Transmission Systems and fulfill their obligations under this Agreement and to any Standards Authority of which either Party is a member, provided, however, that this other information will be exchanged only if that can be done in accordance with applicable restrictions on the disclosure of information to any Market Participant.

35.7.2 Confidentiality.

The Party receiving information pursuant to this Section 35.7 shall treat such information as confidential subject to the terms and conditions of set forth in Section 35.8 of this Agreement. The obligation of each Party under this Section 35.7.2 continues and survives the termination of this Agreement by seven (7) years.

35.7.3 Data Exchange Contact.

To facilitate the exchange of all such data, each Party will designate to the other Party's Vice President of Operations a contact to be available twenty-four (24) hours each day, seven (7) days per week, and an alternate contact to act in the absence or unavailability of the primary contact, to respond to any inquiries. With respect to each contact and alternate, each Party shall provide the name, telephone number, e-mail address, and fax number. Each Party may change a designee from time to time by Notice to the other Party's Vice President of Operations.

The Parties agree to exchange data in a timely manner consistent with existing defined formats or such other formats to which the Parties may agree. Each Party shall provide notification to the other Party thirty (30) days prior to modifying an established data exchange format.

35.7.4 Cost of Data and Information Exchange.

Each Party shall bear its own cost of providing information to the other Party.

35.7.5 Other Data.

The Parties may share other data not listed in this Section 35.7 as mutually agreed upon by the Parties.