



CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “Agreement”) is made by the undersigned _____ of _____ with a principal place of business at _____ (individually and collectively (Recipient”), in favor of Vermont Electric Power Company, Inc. and Vermont Transco LLC (collectively “VELCO”), with its primary address located at 366 Pinnacle Ridge Road, Rutland, Vermont 05701.

WHEREAS, the Recipient has requested that VELCO disclose to the Recipient certain information, all or a portion of which may be classified by VELCO as Critical Energy Infrastructure Information (CEII) or BES Cyber System Information (BCSI) or business confidential information (CI) (collectively referred to as Classified Information); and

WHEREAS, the Federal Energy Regulatory Commission 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,” (see 18 C.F.R. § 388.113 (c) (1)); and

WHEREAS, the North American Electric Reliability Corporation Critical Infrastructure Protection Standards (NERC CIP), has defined BCSI as “information about the BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System. BES Cyber System Information does not include individual pieces of information that by themselves do not pose a threat or could not be used to allow unauthorized access to BES Cyber Systems;” and,

WHEREAS, VELCO has identified and described, or will identify and describe, certain business sensitive information as CI in agreements or in the course of doing business; and,

WHEREAS, VELCO must comply with federal rules and regulations relative to CEII and/or BCSI; and

WHEREAS, the Recipient is working on _____ provide a short description of the project here _____ requiring access to certain Classified Information which may be classified as BCSI, CEII, or CI

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto wish to enter into this Agreement to protect and safeguard the confidentiality of that information and agree as follows:

CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

Section I: BES Cyber System Information (BCSI)

For purposes of this Agreement, “BCSI” shall mean: (i) all information designated as such by VELCO, whether furnished before or after the date hereof, whether oral, written or recorded/electronic, and regardless of the manner in which it is furnished; and (ii) all reports, summaries, compilations, analyses, notes or other information which contain such information. Written information containing BCSI furnished by VELCO shall be labeled “**Confidential BCSI.**”

Section II: Critical Energy Infrastructure Information (CEII)

For purposes of this Agreement, CEII shall mean: (i) all information designated as such by VELCO, whether furnished before or after the date hereof, whether oral, written or recorded/electronic, and regardless of the manner in which it is furnished; and (ii) all reports, summaries, compilations, analyses, notes or other information which contain such information. Written information containing CEII that is furnished by VELCO shall be labeled “**Confidential CEII.**”

Section III: Business Confidential Information (CI)

For purposes of this agreement, CI shall mean any confidential, proprietary or trade secret information that is owned or controlled, or is specifically marked or identified as “**Confidential**”, by VELCO prior to disclosure to Recipient. It includes information of third parties in VELCO’s possession that VELCO is obligated to keep confidential. CI subject to this Agreement may be in intangible form, such as information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, sketches, maps, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models.

Section IV: Use and Protection of Classified Information

1. Information labeled “**Confidential BCSI**” shall be treated and protected in accordance with the enforceable version of the NERC CIP-011 Cyber Security – Information Protection standard and shall require a Recipient background check and Recipient’s successful completion of VELCO-designated training in addition to compliance with the other requirements of and protections in this Agreement; and
2. Recipient shall keep all Classified Information in a secure place. Recipient shall limit access to Classified Information to other Recipients who also have the right pursuant to an agreement with VELCO to access the identical material. Any notes made by Recipient containing Classified Information shall be marked and designated in accordance with



CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

Sections I, II, and/or III above, and Recipient shall protect the Classified Information in accordance with that designation.

3. The Recipient shall exercise reasonable care to maintain the confidentiality and secrecy of the Classified Information, and shall not divulge Classified Information to any third party without the prior written consent of the VELCO. The foregoing notwithstanding, the Recipient may disclose classified information to its employees or contractors (hereafter Representatives) to the extent each such Representative has a need to know such information to conduct the work referenced in the Whereas clauses, and shall comply with Recipient's obligations under this Agreement. The Recipient is responsible for its Representative's breach of the terms of this Agreement.
4. Recipient and each of its Representatives shall use all Classified Information disclosed by VELCO solely in connection with the work referenced in the Whereas clauses and shall not use, directly or indirectly, any information for any other purpose without VELCO's prior written consent. A Recipient will not use or allow a Representative to use Classified Information directly or indirectly for any illegal purpose, non-legitimate purpose, or any purpose other than the work referenced in the Whereas clause.
5. In the event that the Recipient is required to disclose Classified Information by subpoena, law or other directive of a court, administrative agency, or arbitration panel, the Recipient will provide VELCO with immediate notice of such request in order to enable VELCO (and Recipient shall cooperate fully with VELCO) to seek an appropriate protective order or other remedy. Recipient shall also consult with VELCO to identify steps available to quash or narrow the scope of such request or legal process. VELCO may in its sole discretion waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or VELCO waives compliance, the Recipient shall furnish only that portion of the Classified Information which the Recipient's counsel advises is legally required to comply with a governmental order or directive and shall exercise best efforts to obtain assurance that confidential treatment will be accorded such Classified Information.
6. In the event that VELCO, in its sole discretion, so requests, the Recipient will promptly return to VELCO or destroy in accordance with VELCO's instructions, all Classified Information, including all copies, reproductions, compilations, analyses or extracts thereof, whether electronic or paper media.
7. Change in Status. If there is a change in status of the Recipient to his/her employer, he/she must inform VELCO immediately in writing at the address given above (Attention: Information Protection Coordinator) and follow VELCO's instructions with respect to disposition of the Classified Information.

CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

8. CEII and BCSI “on Loan”. CEII and BCSI information provided pursuant to this Agreement is “on loan.” If the Recipient is an employee of a federal or state agency, he/she must note that the Classified Information is not the property of the agency, and is not subject to Freedom of Information Act, Vermont’s Public Records Act , or similar statutes. In addition, if the Recipient is an employee of the State of Vermont, he/she must note that the information qualifies under federal law for restricted and limited use/distribution, and may be disclosed only to specifically designated persons, and in both cases, with prior VELCO approval.
9. No Warranty. The Classified Information is provided “as is” with all faults. In no event shall VELCO be liable for the accuracy or completeness of the Classified Information. VELCO shall not have liability to the Recipient, or any other person or entity, for the Recipient’s use of any Classified Information disclosed pursuant to this Agreement.
10. Equitable Relief; Audit. The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. Recipient agrees that any breach of this Agreement would cause VELCO substantial and irreparable harm and, therefore, in the event of any such breach or threatened breach, in addition to other remedies which may be available, VELCO shall have the right to specific performance and other injunctive and equitable relief, it being acknowledged that legal remedies are inadequate. VELCO may audit the Recipient’s compliance with this Agreement.
11. Survival. The Recipient/ remains bound by these provisions unless VELCO rescinds the Classified Information designation.
12. No Waiver. The Recipient understands and agrees that no failure or delay by VELCO in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont without regard to its conflicts of laws principles.
14. Assignment Prohibited. Any assignment of the Recipient’s rights, obligations or duties under this Agreement without VELCO’s prior written consent shall be void.
15. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the protection of Classified Information and no modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon the parties, unless approved in writing by each of them.



CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT

16. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

<u>NDA For Individual Only</u> Check Here: <input type="checkbox"/>	<u>NDA For Company</u> – By signing here, you represent that your company assumes responsibility for your employees', contractors', and consultants' compliance with this NDA. Check Here: <input type="checkbox"/>
Recipient Signature	
Name (please print)	
Title	
Organization	
Date	
Address	
Phone	