



WESTCONNECT CONFIDENTIALITY AGREEMENT

This WestConnect Confidentiality Agreement (“Agreement”) is being entered into by _____ (“Data Recipient”) and is effective as of the date agreed to by WestConnect. Data Recipient agrees to the following terms and conditions pertaining to the use of any Non-Public Information received, including any receipts of Non-Public Information during the 2015 WestConnect abbreviated planning cycle and subsequent biennial cycles, from the WestConnect Planning Management Committee and its designated regional transmission planning committee chairs, its project manager and/or its regional transmission planning consultant (“WestConnect”) in connection with the WestConnect regional transmission planning process:

1. Non-Public Information: Non-Public Information shall include any and all information Data Recipient receives from WestConnect in connection with the WestConnect regional transmission planning process, including, but not limited to, information received through a login to the website maintained by the WestConnect Planning Management Committee and/or its regional planning consultant, which:

a. Is designated as “Confidential Information” or “Transmission Function Information,” or is otherwise considered non-public, under the Western Electricity Coordinating Council (“WECC”) Information Sharing Policy or is identified as non-public or confidential by WECC or WestConnect at the time it is provided to Data Recipient; or

b. Otherwise meets the definition of Confidential Information as set forth in Section 1500 of the Rules of Procedure of the North American Electric Reliability Corporation (“NERC”) or the definition of Transmission Function Information as set forth in the Federal Energy Regulatory Commission (“FERC”) Standards of Conduct; or

c. Includes: (1) trade secrets, commercial or financial information, or information of a kind that would customarily not be released to the public; or (2) Critical Energy Infrastructure Information (“CEII”). CEII is defined by the FERC as specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that (1) relates details about the production, generation, 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; and (4) gives strategic information beyond the location of the critical infrastructure.

d. For the purposes of this Agreement, Non-Public Information shall not include:

i. Information that is or becomes available in the public domain through no fault or action of the Data Recipient.

ii. Information that is or has been acquired by Data Recipient from a source other than WestConnect in a manner which is not otherwise subject to confidentiality restrictions.

iii. Information which Data Recipient has received permission to disclose from the owner of the information.

iv. Information which Data Recipient, without violation of this Agreement, independently develops or has developed on its behalf without reference to, or use of, any Non-Public Information.

e. Execution of this Agreement does not necessarily allow Data Recipient access to all information used in the WestConnect regional transmission planning process. Certain types of information used in the WestConnect regional transmission planning process may warrant more stringent protections and/or more limited access than that provided under this Agreement. One or more separate non-disclosure agreements may be developed to protect such other information.

2. **Limitation of Use of Non-Public Information:** Data Recipient shall use the Non-Public Information solely for the purpose of Data Recipient's participation in the WestConnect regional transmission planning process.

3. **Treatment and Protection of Non-Public Information:** Data Recipient agrees to treat and protect Non-Public Information in accordance with the following terms:

a. Data Recipient will take all reasonable precautions to maintain the confidentiality of the Non-Public Information and to prevent unauthorized access to it, including taking such necessary precautions to protect Non-Public Information in a manner no less stringent than Data Recipient uses to protect its own confidential and non-public information.

b. Data Recipient will not make available, disclose, provide or communicate Non-Public Information to any entity or individual, except to:

i. Employees of Data Recipient who will maintain the confidentiality of the Non-Public Information and who need the Non-Public Information for performance of a job function, subject to the limitation on Transmission Function Information below;

ii. WestConnect staff (project manager and/or planning consultant);

iii. The owner or submitter of the Non-Public Information; or

iv. Entities or individuals whom WestConnect has allowed to sign a copy of this Agreement and whom WestConnect has authorized to receive the specific Non-Public Information Data Recipient seeks to disclose.

c. Notwithstanding anything to the contrary herein, Data Recipient may disclose Non-Public Information as required by law, provided that:

- i. Data Recipient notifies WestConnect as soon as reasonably possible of the required disclosure;
- ii. Data Recipient does not disclose the Non-Public Information until WestConnect has had a reasonable opportunity to respond to the required disclosure (consistent with applicable legal requirements); and
- iii. Data Recipient and WestConnect reasonably cooperate with each other to protect WestConnect's interests in the Non-Public Information.

4. Transmission Function Information: Data Recipient agrees to the following terms applicable to Transmission Function Information as defined by the FERC Standards of Conduct:

- a. Data Recipient agrees not to provide or disclose any non-public Transmission Function Information that it may receive from WestConnect to any Marketing Function Employee as defined in the FERC Standards of Conduct.

5. Disclaimer and Limitations:

- a. Data Recipient acknowledges and agrees that:
 - i. Neither WestConnect nor any owner or submitter of the Non-Public Information makes any representation or warranty as to the completeness, accuracy, relevance, or usability of the Non-Public Information;
 - ii. There is no obligation on the part of WestConnect or any owner or submitter of the Non-Public Information to supplement, update, or correct any Non-Public Information, even if the Non-Public Information is supplemented, updated, or corrected for other purposes; and
 - iii. All Non-Public Information made available to Data Recipient is made available AS IS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED.

6. Term and Termination: This Agreement shall continue in effect until terminated. This Agreement may be terminated by WestConnect or Data Recipient at any time for cause or convenience at that party's sole discretion.

- a. Upon any termination of this Agreement, Data Recipient shall return to WestConnect all Non-Public Information in Data Recipient's possession or, at Data Recipient's sole discretion, destroy all Non-Public Information in Data Recipient's possession, and in either case certify to WestConnect in writing that all Non-Public Information has been returned or destroyed.
- b. Upon any termination of this Agreement, WestConnect will revoke Data Recipient's access to all Non-Public Information, including, but not limited to, access to Non-Public Information made available through a login to the WestConnect website.

c. If a Data Recipient ceases its active participation in the WestConnect regional transmission planning process and a lapse of five years occurs in which Data Recipient does not receive any Non-Public Information, this Agreement shall be deemed terminated at such time (if neither Data Recipient nor WestConnect has terminated it sooner), thereby triggering the obligations set forth in Sections 6(a) and 6(b) above.

7. Miscellaneous Terms: Data Recipient further agrees to the following terms:

a. This Agreement shall be for the sole benefit of WestConnect and the owner or submitter of the Non-Public Information. This Agreement shall be fully enforceable by any entity or individual whose Non-Public Information is not treated in accordance with this Agreement. There are no third party beneficiaries to this Agreement.

b. If any term, provision, covenant, or condition of this Agreement is held by a body of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect. In such an event, then in lieu of each clause or provision that is illegal, invalid or unenforceable, there will be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

c. Certain powerflow data is considered CEII by one or more federal entities. Powerflow data and associated models that WestConnect receives from WECC subject to WECC-required non-disclosure commitments, and from which WestConnect develops its own powerflow model(s) and/or modifies the data inputs into such model(s), will be considered Non-Public Information as defined in Section 1. If Data Recipient desires access to such information, it must also be a WECC Member or must have in effect an approved WECC Confidentiality Agreement with WECC. If Data Recipient is not already a WECC Member or does not already have an approved WECC Confidentiality Agreement with WECC, it must enter into the WECC Confidentiality Agreement.

[Signatures appear on following page.]

IN WITNESS HEREOF, Data Recipient enters into this Agreement voluntarily, wishing to be legally bound.

ACKNOWLEDGED AND AGREED this ____ day of _____, _____
[Leave this line item blank. WestConnect will fill in this Acknowledged and Agreed line item after review of Data Recipient's signed form]:

DATA RECIPIENT

WESTCONNECT

Company/Organization

Signature

Signature

Printed Name of WestConnect's
Authorized Representative

Printed Name of Company's
Authorized Representative

Title/Position

Date

Please submit all completed and signed forms to:
Email: NDA@WestConnect.com
Re: WestConnect NDA