

**CEII NON-DISCLOSURE AGREEMENT****D.P.U. 19-80**

This NON-DISCLOSURE AGREEMENT (the “Agreement”) is made by the undersigned \_\_\_\_\_ of \_\_\_\_\_ (“Recipient”) with a principal place of business at \_\_\_\_\_, in favor of NSTAR Electric Company d/b/a Eversource Energy (“Eversource”) with its primary address located at 800 Boylston Street, Boston, MA 02199 (the “Company” or the “Discloser”).

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

WHEREAS, the Federal Energy Regulatory Commission has defined Critical Energy Infrastructure Information (“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));

WHEREAS, the Department of Public Utilities (the “Department”) has recognized that CEII must be protected from public disclosure pursuant to state law (see G.L. c. 66, § 10 and G.L. c. 4, § 7) and Department regulations (see 220 C.M.R. § 1.04(5)(e)) and has ruled that parties to this proceeding may have access to CEII only through a Non-Disclosure Agreement; and

WHEREAS, the Company must comply with federal and state rules and regulations relative to CEII generally and the Company’s CEII protection policies in particular.

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:

**Section I: Critical Energy Infrastructure Information**

1. Definition of CEII. For purposes of this Agreement, “Critical Energy Infrastructure Information” or “CEII” shall mean: (i) all information designated as such by the Company, consistent with all applicable definitions and standards, 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. Labeling of CEII: All CEII and documents furnished subject to the terms of this Agreement shall be referred to and labeled as “CONFIDENTIAL CEII.” Confidential CEII shall

not include any information or document contained in the public files of the Department, or any other federal or state agency.

3. Use and Protection of CEII.

(a) All CEII shall be maintained by Recipient in a secure place. Recipient shall receive all CEII in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the CEII, and shall not divulge CEII to any third party without the consent of the Company. Access to materials shall be limited to other individuals who have executed this Non-Disclosure Agreement. 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, he/she may only discuss CEII with or disclose CEII to other individuals who have executed this Non-Disclosure Agreement. A Recipient may check with the Company to determine whether another individual is a Recipient who has executed this Non-Disclosure Agreement. If other employees, colleagues or co-workers require receipt of CEII, those individuals must also sign a Non-Disclosure Agreement.

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

(d) Recipient shall, and shall cause its representatives to, strictly comply with this Agreement and with any and all laws, rules and regulations (including without limitation, FERC rules, regulations, orders, and policies) applicable to any CEII of Eversource or that relates to any of its affiliates' facilities. This Section shall survive any termination, expiration or cancellation of this Agreement. The Recipient shall, and shall cause its representatives to, continue to comply with this Section with respect to the receipt of or access to any CEII by the Recipient notwithstanding termination, expiration or cancellation of the Agreement.

(e) 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.

(f) The Recipient shall be responsible for any breach of the terms of the Agreement by the Recipient or any of its representatives.

4. 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.

5. Change in Status. If there is a change in status of the Recipient to his/her employer he/she must inform the Company immediately in writing at the address given above (Attention: Mary E. Grover at Eversource Energy), and promptly return the CEII to the Company or destroy the CEII. The Company may require the return or destruction of the CEII.

6. CEII "on Loan". CEII provided pursuant to this Agreement is deemed to be on loan and must be returned to the Company upon request immediately after termination of this Proceeding, including any appellate litigation. In addition, unless otherwise agreed by the parties, Recipient shall destroy any notes, memoranda and other documents and information, including the erasure of electronic information, derived from CEII, upon request immediately after termination of the Proceeding, except in the case of an appeal, where documents containing CEII shall be destroyed after the final resolution of such appeal. Counsel for the Recipient shall certify in writing that such destruction has been accomplished. If the Recipient is an employee of a federal or State agency, he/she must note that the information is not the property of the agency, and is not subject to Freedom of Information/Public Records acts, the Massachusetts Public Records law, or similar statutes. In addition, if the Recipient is an employee of the Commonwealth of Massachusetts, he/she must note that the CEII information qualifies under federal law for restricted and limited use/distribution, and may only be disclosed to specifically designated persons, both with prior Company approval.

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. 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 may cause the Discloser substantial and irreparable damages and, therefore, in the event of any such breach or threatened breach, in addition to other remedies which may be available, the Discloser shall have the right to specific performance and other injunctive and equitable relief, it being acknowledged that legal remedies are inadequate. The Company may audit the Recipient's compliance with this Agreement.

9. Survival. The Recipient obligations and duties under this Agreement shall survive any expiration or termination unless the Company rescinds the CEII designation.

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 Commonwealth of Massachusetts without regard to its conflicts of laws principles.

12. Assignment Prohibited. The Recipient may not assign rights, obligations or duties under this Agreement without the prior express written consent of the Company.

13. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the protection of 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 Non-Disclosure Agreement as of the date set forth below.

**Recipient: (if you are a consultant, please provide the name and contact information of an individual at the organization that retained you so your role may be verified):**

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

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

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

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

Organization on whose behalf CEII is requested: \_\_\_\_\_

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

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

Reason for CEII Request: [Docket #/Project Name]