

WESTERN ELECTRICITY COORDINATING COUNCIL
NONMEMBER CONFIDENTIALITY AGREEMENT FOR WECC DATA

This Nonmember Confidentiality Agreement is between _____ (“Data Recipient”) and the Western Electricity Coordinating Council and is effective as of the date indicated opposite Data Recipient’s authorized signature below. Data Recipient, a non-WECC Member, agrees to the following terms and conditions pertaining to its use of WECC Data:

- 1) The WECC Data (power flow data and associated dynamics data) are proprietary to WECC and will be used exclusively as set forth in writing in the attached justification of legitimate need in accordance with the WECC Data/ Information Availability Policy and pursuant to the attached WECC Data Disclaimer and Limitations.
- 2) Data Recipient will take all necessary precautions to maintain the confidentiality of the WECC Data and in so doing will not, even under conditions of confidence, make available, disclose, provide or communicate any form of the WECC Data (graphics or tabular) or any part thereof to a third party except as set forth below:
 - a) The foregoing obligation will not apply to any portion of the WECC Data that is readily available to the general public without limitation or qualification.
 - b) The foregoing obligation will not apply in the event that a judicial, governmental or regulatory authority, in the due exercise of its jurisdictional powers, specifically orders the disclosure of the WECC Data, provided that:
 - i) Data Recipient timely informs such judicial, governmental or regulatory authority that the WECC Data is confidential information; and
 - ii) Data Recipient diligently takes all necessary steps to ensure that the WECC Data will only be disclosed to such judicial, governmental or regulatory authority subject to a confidentiality agreement in a form acceptable to WECC; and
 - iii) Data Recipient informs WECC immediately upon receiving notice of any order (or request that could lead to an order) seeking disclosure of WECC Data by a judicial governmental or regulatory authority, in order to allow WECC to protect its interests with regard to the WECC Data; and
 - iv) Data Recipient reasonably cooperates with WECC to enable WECC to protect its interests with regard to the WECC Data.

- c) The foregoing obligation will not apply to the extent that Data Recipient receives written permission from a duly authorized representative of WECC to disclose the WECC Data to another party that is a WECC member or has provided to WECC a valid, signed confidentiality agreement. Before granting permission, the WECC representative will verify that the other party: 1) is a WECC Member, or 2) if a non-WECC member, has provided a signed confidentiality agreement, including a written statement of justification of legitimate need, to the WECC office, and that such justification of legitimate need has been deemed acceptable to WECC.
- 3) Data Recipient will take necessary security measures to prevent unauthorized access to the WECC Data, and the WECC Data will be destroyed when there is no further need for it.

(Authorized Signature)

(Date)

Name: _____

Title: _____

Return the signed agreement to:

Mr. Donald Glen Davies
Western Electricity Coordinating Council
University of Utah Research Park
615 Arapeen Drive, Suite 210
Salt Lake City, Utah 84108-1262

- Attachments - Data Disclaimer and Limitations
- Nonmember Justification of Legitimate Need (description of use)

WESTERN ELECTRICITY COORDINATING COUNCIL
DATA DISCLAIMER AND LIMITATIONS

Introduction and Purpose

The Western Electricity Coordinating Council (WECC) compiles and develops data for use in conducting studies of the interconnected bulk electric systems in the western part of the continental United States, Canada, and Mexico. WECC members use the data to analyze interarea transfer capabilities and interconnected bulk power system reliability, including analysis of possible new bulk power system facility additions. The data are submitted by WECC members and represent their respective projected loads, projected resources, and projected bulk power transmission systems.

WECC data are made available to nonmembers of WECC having a verified and legitimate need for the data pursuant to the appropriate WECC Confidentiality Agreement for WECC Data. Data received from WECC or derived from data originally developed by WECC, including WECC members, staff, committees or consultants, are referred to as "WECC Data."

Disclaimer and Limitations

Use of WECC Data shall be limited strictly to use pursuant to this executed written agreement between Data Recipient and WECC. Data Recipient acknowledges that neither WECC nor any member of WECC makes any representation or warranty as to the WECC Data (or its completeness, accuracy, relevance, or usability), acknowledges that there is no obligation on the part of WECC or any member to supplement, update, or correct any WECC Data (even if supplemented, updated, or corrected for other purposes), and acknowledges that all WECC Data made available are made available AS IS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED.

WECC Data reflect a number of engineering approximations and assumptions to represent data or other information in a simplified form and may also represent different assumptions or bases. (For example, peak loads may well occur at different times due to system diversities.) WECC Data are intended to be based on a simplified "snapshot" representation of some (but not all) high-voltage system characteristics. Thus, the data may not encompass all of the parameters or combinations of parameters that may result in transmission constraints. Similarly, some limits (such as thermal limits) may not even be achievable due to other constraints.

WECC Data generally do not have sufficient detail to support local area studies. For example, load and shunt devices that are actually connected to low voltage buses are generally represented on higher voltage buses, using assumed equivalences or approximations. Such representation is not suitable for local area studies in which the required data should include a more detailed representation of the low voltage buses. By

way of further example, distribution transformers and Load Tap Changer (LTC) devices are also rarely represented in WECC Data.

The projected load, resource, and transmission data in or reflected in WECC Data are estimates or assumptions for a particular future year and season. The "shelf life" of such data is limited due to the members' changing plans and projections. Since plans continue to evolve from year to year, the WECC Data may not include the results of new analyses or reflect all planned future facility additions and system changes. For example, significant changes in the planned transmission or generation in the area of interest could make the data obsolete.

It is highly recommended that recipients of WECC Data conduct studies using these data jointly with a WECC member, or, at a minimum, review study results obtained using the WECC Data with affected organizations to promote communication and to confirm conclusions derived from the study results.

The WECC Data received will be used only pursuant to the limitations, disclaimers, and other provisions of this written agreement. The foregoing is a summary of some of the limitations of the WECC Data.