



Cross-Sound Cable Company, LLC Procedure for Disclosure of Critical Energy Infrastructure Information

1. FERC Order No. 890 requires that Cross-Sound Cable Company, LLC (“CSC LLC”) establish disclosure procedures for any Critical Energy Infrastructure Information (“CEII”) that is required to be disclosed under the provisions of Order No. 890. This Procedure for Disclosure of CEII (“Procedure”) has been developed and is intended to meet the requirements of FERC Order No. 890. The Procedure applies to all required disclosures by CSC LLC of CEII under any of the provisions of Order No. 890, including any required postings on OASIS, and disclosures during stakeholder planning meetings, or otherwise.
2. CEII, as defined by FERC in Section 388.113(c)(1) of the FERC regulations, means information about proposed or existing critical infrastructure that: (1) relates to 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; and (4) does not simply give the general location of the critical infrastructure. FERC further elaborated in Section 388.113(c)(2) of its regulations that “critical infrastructure” means existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health or safety, or any combination of those matters. This Procedure will specifically adopt any future modifications to these definitions as approved by FERC.
3. Cross-Sound Cable Company, LLC’s CEII Coordinator, Brian Reinhart, is responsible for administering this Procedure. All CEII that CSC LLC agrees to disclose will be clearly identified with the following heading on each page of material: **“Contains Critical Energy Infrastructure Information (CEII) - Subject to Cross-Sound Cable, LLC Procedure for Disclosure of CEII”**. Any person requesting CEII must complete the attached Request Form and submit it to the CSC LLC CEII Coordinator. Along with the Request Form, the requestor must forward a check payable to Cross-Sound Cable Company, LLC in the amount of \$500.00 to cover the cost of the background check and CSC LLC’s other costs and expenses incurred in considering the request. The check is non-refundable; however, if CSC LLC determines to reject the request, or you withdraw your request, prior to ordering a background check, CSC LLC will refund the \$500.00. The requester must also include a statement of willingness to adhere to all limitations on use of CEII, as specified in this Procedure.
4. Any access to CEII posted on the CSC OASIS site will be password restricted.
5. For the purposes of any public stakeholder meeting in which CEII will need to be disclosed, advance notification of this fact will be provided if possible. In any event, no party will be allowed access to CEII at such meeting until such party

- makes a written request as specified in this Procedure, executes an NDA and satisfies the designated CEII Coordinator that access to the CEII is consistent with FERC policy and regulations, including CEII regulations, and any other applicable law.
6. For any other instance in which a party requests any information involving CEII from CSC LLC, the CEII Coordinator will provide access to the CEII upon the execution of an NDA, and upon satisfaction that the disclosure is consistent with FERC policy and regulations, including CEII regulations, and any other applicable law.
 7. In all instances involving disclosure of CEII, the CEII Coordinator will have full discretion to grant or deny access to CEII to any party, based upon FERC policy and regulations, including CEII regulations, and any other applicable law. Any party denied access to CEII by CSC LLC may request further guidance, or review of such decision from FERC.



**Cross-Sound Cable Company, LLC
Critical Energy Infrastructure Information
REQUEST FORM**

Please mail or fax back to:
Cross-Sound Cable Company, LLC
200 Donald Lynch Boulevard, Suite 300
Marlborough, MA 01752-4707
Fax Number: (508) 229-0208

As defined by the Federal Energy Regulatory Commission (“FERC”), Critical Energy Infrastructure Information (“CEII”) is information concerning proposed or existing critical infrastructure (physical or virtual) that (A) relates to the production, generation, transmission or distribution of energy; (B) could be useful to a person planning an attack on critical infrastructure; (C) is exempt from mandatory disclosure under the Freedom of Information Act; and (D) gives strategic information beyond the location of the critical infrastructure.

In order for Cross-Sound Cable Company, LLC (“CSC LLC”) to proceed with its consideration of your request, you must do each of the following:

1. Complete, sign, date and return this CEII Request Form to ISO-NE, indicating your willingness for CSC LLC to proceed with its consideration of your request.
2. Complete, sign, date and return the attached Notification and Release Authorization. Because of the highly sensitive nature of CEII, CSC LLC may conduct, or cause a third party to conduct, a background check on you. Your consent for the procurement and use of the background check is required.
3. Forward a check payable to Cross-Sound Cable Company, LLC in the amount of \$550.00 to cover the cost of the background check and CSC LLC’s other costs and expenses incurred in considering your request. The check is non-refundable; however, if CSC LLC determines to reject your request, or you withdraw your request, prior to ordering a background check, CSC LLC will refund the \$500.00.
4. Sign, date and return the attached Confidentiality Agreement. In the event that CSC LLC approves your request, in whole or in part, and discloses CEII to you, you will be obligated to maintain the CEII in confidence in accordance with the Confidentiality Agreement.

CSC LLC will not act upon your request until each of (1), (2), (3) and (4) is completed.

PLEASE BE ADVISED THAT THE DISCLOSURE OF CEII TO YOU IS DISCRETIONARY TO CSC LLC, AND CSC LLC MAY REJECT YOUR REQUEST, IN WHOLE OR IN PART, FOR ANY OR NO REASON. FURTHER, IN THE EVENT THAT ANY OF THE INFORMATION IS IN THE POSSESSION OF FERC, CSC LLC MAY REQUIRE THAT YOU SEEK DISCLOSURE OF THAT INFORMATION FROM FERC AND NOT FROM CSC LLC.

5. Any questions regarding this CEII Request Form may be directed to the CSC LLC CEII Coordinator, Brian Reinhart, at (508) 229-7947 ext 7513 or by email: brian.reinhart@crosssoundcable.com.

CEII REQUEST FORM
Signature Page

By signing below, the undersigned authorizes CSC LLC to proceed with its consideration of the undersigned's request for information in accordance with this CEII Request Form.

The undersigned confirms that it has requested the following CEII information from CSC LLC:

The undersigned represents, warrants and agrees that the information is to be used solely for the following purpose(s):

COMPANY: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTIFICATION AND RELEASE AUTHORIZATION

I have requested that Cross-Sound Cable Company, LLC (“CSC LLC”) disclose to me certain information, all or a portion of which may be classified by CSC LLC as Critical Energy Infrastructure Information (“CEII”). As part of its consideration of my request, CSC LLC may conduct, or cause a third party to conduct a background check on me. I hereby consent to the background check, and I voluntarily and knowingly authorize any law enforcement agency, federal, state or local agency, past or present employer, and/or other persons to give records they may have concerning my social security number, education, employment information, character or criminal history. I voluntarily, knowingly and unconditionally release any named or unnamed informant from any and all liability resulting from the furnishing of this information.

The following information must be filled out completely and signed in order for CSC LLC to consider your request. An individual requesting information should complete Section A below while corporations should complete Section B.

A. Individual Request:

Last Name _____ First Name _____ Middle Initial _____

Home Address _____

City _____ State _____ Zip _____

Telephone No. _____

Social Security No. _____ - _____ - _____ Date of Birth _____

Have you used any other names or social security numbers in the past? Please provide all below:

Employer Name _____

Position Held _____

B. Corporate Request:

Company _____

Address _____

City _____ State _____ Zip _____

Telephone No. _____

FEIN ____ - _____

Has the company used any other names or FEIN's in the past? Please provide all below:

Please mail or fax this completed and signed Notification and Release Authorization to:

Cross-Sound Cable Company, LLC
200 Donald Lynch Boulevard, Suite 300
Marlborough, MA 01752-4707
Fax Number (508) 229-0208

A photographic or faxed copy of this Notification and Release Authorization shall be as valid as the original.

The undersigned hereby certifies that the above information is true and correct.

Name: _____

Signature: _____

Title: _____

Date: _____

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the "Agreement") is made by the undersigned (the "Recipient") in favor of Cross-Sound Cable Company, LLC ("CSC LLC").

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

WHEREAS, CSC LLC may, in its discretion, deliver to the Recipient, or provide the Recipient with access to, certain information about the business, clients, prospects, plans, products, properties and operations of CSC LLC, which may include CEII.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Recipient agrees as follows:

1. Definition of Confidential Information. (a) The following constitutes "Confidential Information": (i) all information about CSC LLC, its vendors, agents and customers, whether furnished before or after the date hereof, whether oral, written or recorded/electronic, and regardless of the manner in which it is furnished; (ii) all CEII, whether furnished before or after the date hereof, whether oral, written or recorded/electronic, and regardless of the manner in which it is furnished; (iii) all reports, summaries, compilations, analyses, notes or other information which are based on, contain or reflect any such information; and (iv) any and all "Confidential Information" as fully as if its provisions were set forth herein.

(b) This provision shall not apply to any information which:

(i) can be demonstrated by reasonably documented proof to have been in the possession of the Recipient prior to receipt thereof from CSC LLC without any obligation of confidentiality or to have been developed in the course of work entirely independent of any disclosure made hereunder or the subject matter of this Agreement; or

(ii) is or becomes part of the public domain other than through breach of this Agreement or through the fault of the Recipient, provided, however, that information shall not be disqualified as Confidential Information (A) merely because it is embraced by more general or generic information which is in the public domain or available from a third party, or (B) if it can only be reconstructed from information taken from multiple sources, none of which individually shows the whole combination (with matching degree of specificity).

(c) In the event that the Recipient is required to disclose Confidential Information by subpoena, law or other directive of a court, administrative agency or arbitration panel, the Recipient hereby agrees to provide CSC LLC with prompt notice of such request or requirement in order to enable CSC LLC 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 CSC LLC waives compliance with the provisions hereof, the Recipient hereby agrees to furnish only that portion of the Confidential Information which the Recipient's counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

2. Non-Disclosure. The Recipient shall not, at any time during or after the term of this Agreement, in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation or other entity, or use for any purpose other than those disclosed in writing by the Recipient to CSC LLC prior to the date hereof, any Confidential Information acquired from CSC LLC, without the express prior written consent of CSC LLC. The Recipient shall not disclose any Confidential Information to anyone except to officers and employees of the Recipient and to its outside consultants, advisers and/or attorneys, in each case who have a need to know to further the purposes set forth herein and who have been advised of the confidential nature of the Confidential Information and who have agreed to abide by the terms of this Agreement ("Authorized Representatives"). The Recipient agrees that it shall be liable for any breach of this Agreement by Authorized Representatives, employees and subcontractors.

3. Return of Confidential Information. In the event that CSC LLC, in its sole discretion, so requests, the Recipient will promptly deliver to CSC LLC all Confidential Information, including all copies, reproductions, summaries, compilations, third party analyses or extracts thereof or based thereon in the Recipient's possession or in the possession of any representative of the Recipient, but excluding documents, memoranda, notes and other writings prepared by the Recipient or by the Recipient's representatives to whom the Recipient has delivered Confidential Information, based on the information in the Confidential Information. All documents, memoranda, notes and other writings prepared by the Recipient, or by the Recipient's representatives to whom the Recipient has delivered Confidential Information, based on the information in the Confidential Information (including recorded/electronic versions thereof) shall be destroyed by the Recipient (such destruction to be confirmed in writing to CSC LLC).

4. Property Rights in Confidential Information. The Recipient agrees that all Confidential Information will remain the property of CSC LLC notwithstanding the disclosure of such Confidential Information to the Recipient hereunder. Unless otherwise expressly agreed in a separate license agreement, the disclosure of Confidential Information to the Recipient by CSC LLC will not be deemed to constitute a grant, by implication or otherwise, of a right or license to the Confidential Information or in any patents or patent applications of CSC LLC.

5. No Warranty. The Confidential Information is provided "as is" with all faults. In no event shall CSC LLC be liable for the accuracy or completeness of the Confidential Information.

6. Equitable Relief. Without prejudice to the rights and remedies otherwise available to CSC LLC, then CSC LLC shall be entitled to seek equitable relief by way of injunction or otherwise if the Recipient or any of the Recipient's representatives breach or threaten to breach any of the provisions of this Agreement.

7. Survival. The obligations of the parties set forth in this Agreement shall survive the termination or completion of this Agreement.

8. No Waiver. The Recipient understands and agrees that no failure or delay by CSC LLC 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.

9. Assignment Prohibited. Any assignment of the Recipient's rights, obligations or duties under this Agreement without CSC LLC's prior written consent shall be void.

10. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the confidentiality of the Confidential 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.

11. 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.

12. Due Authorization. The Recipient represents and warrants that (a) it has full power and authority to enter into this Agreement, (b) execution of this Agreement will not violate any other agreement with a third party, and (c) the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Recipient has executed this Confidentiality Agreement as of the date set forth below.

Company: _____

Name: _____

Signature: _____

Title: _____

Date: _____