

**CRITICAL ENERGY INFRASTRUCTURE INFORMATION  
NON-DISCLOSURE AGREEMENT**

THIS CRITICAL ENERGY INFRASTRUCTURE INFORMATION NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of \_\_\_\_\_ between PORTLAND GENERAL ELECTRIC COMPANY (“PGE”), having its principal address at 121 SW Salmon Street, Portland, Oregon and \_\_\_\_\_ (“Counterparty”), having its principal address at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Throughout this Agreement PGE and Counterparty are individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS Counterparty, a \_\_\_\_\_ (e.g. transmission provider), has requested, and PGE has agreed to provide, Critical Energy Infrastructure Information (“CEII”) for the purpose of \_\_\_\_\_; and

WHEREAS Counterparty acknowledges that PGE’s CEII could be used to target an attack on PGE’s power and transmission system;

IN CONSIDERATION of the mutual terms and conditions of this Agreement, and other good and valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. CEII.** The terms “Critical Energy Infrastructure Information” or “CEII,” as used herein, mean transmission system operations and planning information provided by PGE to Counterparty including Critical Energy Infrastructure Information as defined by FERC Order 683 to mean, “specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (i) Relates details about the production, generation, transportation, transmission, or distribution of energy; (ii) Could be useful to a person in planning an attack on critical infrastructure; (iii) Is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552; and (iv) Does not simply give the general location of the critical infrastructure.”

## 2. Non-Disclosure

- a. Counterparty shall not, without PGE's express written consent: (a) divulge, disclose or communicate any CEII to anyone or (b) use any CEII for any purpose other than the purpose set forth above. Notwithstanding the preceding sentence that restricts disclosure in any form, Counterparty can discuss CEII received from PGE with another recipient of identical CEII received from PGE. A CEII Recipient may check with PGE's CEII Coordinator to determine whether another individual is a Recipient of the identical CEII.
- b. Counterparty shall take all reasonable steps to protect CEII from improper use or disclosure, and shall in no case use less care to protect the PGE CEII than it uses to protect its own proprietary or confidential information.
- c. Counterparty will not knowingly use, nor allows its employees or agents to knowingly use, CEII for an illegal or non-legitimate purpose.
- d. Counterparty will require all recipients of CEII to abide by the provisions of this Section.
- e. In the event that Counterparty is requested or required, by subpoena, oral deposition, interrogatories, request for production of documents, court order, administrative order or otherwise to disclose any CEII made available to Counterparty, Counterparty shall provide PGE, to the extent permitted by law, with prompt written notice of any such request so that PGE may seek, at PGE's sole cost and expense, an appropriate protective order or waiver of compliance with the terms of this Agreement. If, in the absence of a protective order or waiver, Counterparty is compelled to disclose any CEII, Counterparty may make such disclosure only after written notice to PGE to the extent such notice is permitted by law.
- f. Notwithstanding any other provision of this Agreement, no Party shall be in breach of this Agreement as a result of any disclosure of CEII in compliance with any applicable law, regulation, subpoena, or court order.

**3. Term and Termination.** The term of this Agreement shall continue until either Party terminates this Agreement by written notice to the other; provided, however, such termination shall not affect any obligation with respect to CEII received by Counterparty prior to such termination, which obligation shall continue for a period of one (1) year from the effective date of termination of this Agreement. Within 30 days of the effective date of termination of this Agreement Counterparty shall (1) deliver to PGE all of the CEII that it received from PGE in tangible form, and all copies thereof and (2) destroy all documents and other tangible items containing any of such CEII or, if it is necessary for Counterparty to retain items derived from CEII, shall designate all retained items as “Confidential” and maintain their confidentiality in accordance with paragraph 3, above. Nothing in this Agreement shall obligate Counterparty to recover or destroy CEII that is provided to third parties pursuant to the terms of this Agreement.

**4. Notice.** Any notice required or permitted to be given under this Agreement shall be given in writing and shall be addressed:

a. If to PGE to:

Portland General Electric  
Attn: Kathy Davies  
Mail Stop: 3WTC0402  
121 SW Salmon Street  
Portland, Oregon 97204

b. If to Counterparty to:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5. Remedies:** It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that a Party may be entitled to injunctive relief as well as reimbursement by the other Party for legal and other expenses as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement but shall be in addition to all other remedies available at law or in equity. In the event of litigation concerning this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that a Party has breached this Agreement, then such Party shall be liable for and pay to the non-breaching Party the reasonable attorney fees and costs such non-breaching Party has incurred in connection with such litigation, including any appeal therefrom or review thereof.

  - a. Due to the sensitive nature of CEII, especially any Critical Energy Information Infrastructure, violation of this non-disclosure agreement may result in criminal or civil sanctions against Counterparty.
- 6. No Waiver.** It is understood and agreed that no failure or delay 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.
- 7. Complete Agreement:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior understanding or agreements, written or oral, on these matters; provided, however, that nothing in the foregoing shall be construed to limit, alter, amend or supersede the terms and conditions of any other confidentiality agreement between the Parties and the foregoing confidentiality provision is intended by the Parties to function in addition to other confidentiality agreements between the Parties, if any such agreements exist or shall exist. No waiver or amendment of this Agreement shall be effective unless it is in writing and signed by both Parties.
- 8. Choice of Law:** This Agreement shall be governed by and construed under the laws of the State of Oregon without regard to conflicts-of-laws rules or principles. With respect to any suit, action, or proceedings relating to this Agreement (the "Proceedings"), each Party irrevocably submits to the exclusive jurisdiction of the courts of the state of Oregon and the United States District Court located in Multnomah County, Oregon; irrevocably waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court; waives any claim that such Proceedings have been brought in an inconvenient forum; and further waives the right to object that such court does not have jurisdiction over such Party with respect to such Proceedings. Nothing in this Agreement precludes either Party from enforcing in any jurisdiction any judgment, order, or award obtained in any such court.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives, as of the day first above written.

PORTLAND GENERAL ELECTRIC \_\_\_\_\_

COMPANY ("PGE") \_\_\_\_\_ ("Counterparty")

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: Director, Transmission & Reliability  
Services Title: \_\_\_\_\_

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