

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

1. These provisions govern the use of Critical Energy Infrastructure Information (CEII) provided to a Consultant who files a request for access to CEII pursuant to 18 C.F.R. § 388.113.

2. Definitions **B**For purposes of these provisions:
 - a. The term "CEII Coordinator" refers to the Federal Energy Regulatory Commission official designated as Critical Energy Infrastructure Information Coordinator, with delegated authority under 18 C.F.R. § 375.313 to make determinations with respect to requests for CEII.

 - b. The terms "non-disclosure agreement" and "NDA" mean this agreement by which requesters certify their understanding that access to CEII is provided pursuant to the terms and restrictions of these provisions, and that such requesters have read the provisions and agree to be bound by them.

 - c. The term "Recipient" means someone who is approved to receive CEII in accordance with the provisions of 18 C.F.R. § 388.113.

 - d. The term "Consultant" means one who is hired to provide advice to another.

 - e. The term "Client" means one who hires a Consultant for advice.

3. A Consultant shall not be permitted to inspect or gain access to CEII unless the Consultant has been approved as a Recipient, and has executed a consultant non-disclosure agreement.

4. A Recipient may only discuss CEII with another Recipient of the identical CEII. A Recipient may check with the CEII Coordinator to determine whether another individual is a Recipient of the identical CEII.

5. If any Recipient submits information to the Commission that includes CEII obtained under these provisions, portions of the filing containing CEII must be submitted in accordance with 18 C.F.R. § 388.112(b).

Initials: _____
Date: _____

6. A Consultant who is a Recipient of CEII may use CEII as foundation for advice provided to his or her Clients, but may not disclose CEII to a Client unless the Client is an approved Recipient of the same CEII.
7. A Consultant will not knowingly use CEII to provide advice to a client for an illegal or non-legitimate purpose.
8. All CEII shall be maintained by Recipient in a secure place. Access to those materials shall be limited to other Recipients of the identical material. Recipients may make copies of CEII, but such copies become CEII and subject to these same procedures. Recipients may make notes of CEII, which shall be treated as CEII notes if they contain CEII.
9. Recipients must return CEII to the CEII Coordinator or destroy CEII within fifteen days of a written request by the CEII Coordinator to do so, except that CEII notes may be retained in accordance with Paragraph 8, above. Within such time period, each Recipient, if requested to do so, shall also submit to the CEII Coordinator an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned, destroyed or are being maintained by Recipient in accordance with Paragraph 8.
10. The Recipient remains bound by these provisions unless the CEII Coordinator or the Commission rescinds the provisions or a court of competent jurisdiction finds that the information does not qualify as CEII.
11. The Commission may audit the Recipient's compliance with the non-disclosure agreement.
12. Violation of the non-disclosure agreement may result in criminal or civil sanctions against the Recipient.

Initials: _____

Date: _____

13. I hereby certify my understanding that access to Critical Energy Infrastructure Information (CEII) is provided to me pursuant to the terms and restrictions of the attached CEII Consultant Provisions, that I have been given a copy of and have read the CEII Consultant Provisions, and that I agree to be bound by them. I understand that the contents of the CEII, any notes or other memoranda, or any other form of information that copies or discloses CEII shall not be disclosed to my clients, co-workers, or anyone other than another person who has been granted access to these same materials by the Federal Energy Regulatory Commission. I acknowledge that a violation of this agreement may result in criminal or civil sanctions, including suspension of my ability to appear before the Commission pursuant to 18 C.F.R. § 385.2102. I agree that my compliance with this agreement is subject to audit by the Federal Energy Regulatory Commission.

Signature: _____

Print Name: _____

Title: _____

Representing: _____

Date: _____