# CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”)

# REQUEST INSTRUCTIONS

The attached form is intended to facilitate your request to the Long Island Electric Utility Servco LLC, a New York Limited Liability Company (“Agent”), as agent of and acting on behalf of the Long Island Lighting Company d/b/a LIPA (“LIPA” or “Company”) for information that is classified as CEII, as defined herein and in the attached form of CEII Non-Disclosure Agreement. The Federal Energy Regulatory Commission (“FERC”) has defined 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.” For the purposes of the attached CEII Non-Disclosure Agreement, CEII also includes “Critical Infrastructure” information as described in §388.113(c)(2) of the regulations of the Federal Energy Regulatory Commission, which defines “Critical Infrastructure” as “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.”

The attached form documents are intended to cover separate and discrete requests for information. These requests must be specific to the individual submitting the request and to the information requested. Each person within an entity or organization who seeks access to the CEII must complete these forms. A separate CEII request form and Non-Disclosure Agreement must be submitted each time CEII is requested.

In order for the Company to consider your request, you must complete, sign, date and return the following:

1. CEII Request Form; and
2. CEII Non-Disclosure Agreement (“NDA”)\*\*

\*\*NDA is not required if you are an employee of or consultant to certain federal or state government agencies.

Company will not act upon your request until all of the above steps are completed and the completed documents are reviewed by the Company.

Please understand that changes to these form documents are not permissible.

# PLEASE BE ADVISED THAT THE DISCLOSURE OF CEII TO YOU IS DISCRETIONARY, AND THE COMPANY MAY REJECT YOUR REQUEST FOR ANY REASON.

# CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”)

# REQUEST INSTRUCTIONS

1. This form must be accompanied by a signed CEII Non-Disclosure Agreement, unless you are making the request as an employee of or consultant to a federal or state agency. If you have already signed a CEII Non-Disclosure Agreement, please provide a copy of such executed CEII Non-Disclosure Agreement.
2. The undersigned requests the following information: [describe in detail]

1. The undersigned represents warrants and agrees that the information is needed and will be used solely for the following purpose [describe in detail]:

1. Give the name of your employer and your title:

Employer:

Your Title:

1. Description of the general activities of the requestor’s organization and the person requesting the information:

1. If you are a consultant, provide the name and contact information, including email address of an individual at the organization that has retained you so that we may verify your role:

Name:

Company:

Email:

Phone:

Verifier Name:

Organization:

Email:

Phone:

I acknowledge that the foregoing is true and accurate, and agree to give the Company immediate notice and updated information if any of the foregoing information becomes no longer true. I also consent to Company sharing the fact that this request has been made and/or granted, and agree that the Company and Agent shall have no liability to me whatsoever in connection with this request.

Signature:

Name (including middle initial):

Organization:

Business Address:

Email:

Phone: Fax:

Date:

**CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”)**

**NON-DISCLOSURE AGREEMENT**

This CEII NON-DISCLOSURE AGREEMENT (this “Agreement”) is made as of the day of \_\_\_\_\_\_\_\_\_\_\_\_ 20 (“Effective Date”) by the undersigned (“Recipient”) in favor of the Long Island Lighting Company d/b/a LIPA (“LIPA” or “Company”), acting by and through its agent, Long Island Electric Utility Servco LLC (“Agent”).

WHEREAS, Recipient has requested that the Company disclose to Recipient certain information, all or a portion of which may be classified by the Company as (1) CEII, as defined by the Federal Energy Regulatory Commission (“FERC”) in 18 C.F.R. 388.113(c)(1), or (2) information regarding “Critical Infrastructure” as that term is defined in 18 C.F.R. 388.113(c)(2).

WHEREAS, FERC has defined 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;” and

NOW, THEREFORE, for access to certain CEII in the possession and/or control of the NYISO, and/or other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Recipient agrees as follows:

1. Definition of CEII. For purposes of this Agreement, “CEII” shall include both FERC CEII and Critical Infrastructure information under New York Public Officers Law §86(5). CEII shall include: (i) all information designated as such by the Company, whether furnished to Recipient 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. Company considers the drawings, diagrams and/or maps requested by the Recipient to be CEII.
2. Use and Protection of CEII.
3. Recipient shall maintain all CEII in a secure place. Recipient may make copies of CEII, but such copies become CEII and subject to this Agreement. Recipient may make notes of CEII and may perform analyses in reliance on CEII, consistent with Section 2(c) of this Agreement, which notes and analyses shall also be treated as CEII if they contain CEII. Recipient shall clearly mark all CEII as “Critical Energy Infrastructure Information.”
4. Recipient shall not discuss the CEII it has received with another individual, and shall not disclose the CEII it has received to another individual, without first checking with the Company to confirm that the individual in question has also received the same and/or has executed Company’s CEII Non-Disclosure Agreement.
5. Recipient shall not knowingly use CEII directly or indirectly for an illegal or non-legitimate purpose. Recipient shall use the CEII only for the purpose Recipient specified in the Company’s CEII Request Form.
6. In the event that Recipient is required to disclose CEII in compliance with an order or subpoena of a court, administrative agency, arbitration panel, or similar authority, Recipient shall (i) first provide the Company with prompt written notice of such order or subpoena, provided such notice is not prohibited by law, (ii) afford the Company an opportunity to seek a protective order or other protective relief, and (iii) provide reasonable cooperation and assistance to the Company with such efforts. In the event Recipient is required to disclose CEII in compliance with such order or subpoena, Recipient shall furnish only that portion of the CEII which Recipient’s legal counsel advises it is legally required to disclose, and shall exercise its best efforts to secure confidential, non-public treatment of the CEII it is required to disclose.
7. Return of CEII. Company retains all right, title and interest in any and all CEII that it provides to Recipient under this Agreement. The Company may, at any time and in its sole discretion, direct Recipient by written notice to return some or all of the CEII that the Company has provided to Recipient. Upon receipt of such notice, Recipient shall promptly and fully comply with the Company’s directions, returning all CEII as specified, including all copies, reproductions, summaries, compilations, analyses or extracts thereof recorded in any medium. Recipient shall certify to the Company in writing that it has done so. Provided, however, Recipient may, only if and to the extent required by law, retain a record copy of the CEII it returns.
8. Change in Status. If any of the information provided to the Company by Recipient in the CEII Request Form changes (*e.g.*, Recipient leaves his or her employ or the consulting engagement cited in the request is terminated), Recipient shall immediately provide written notice to the Company of that fact, together with complete and accurate updated information. Company may, on the basis of such change of information, direct Recipient to return some or all of the CEII previously provided to Recipient.
9. No Company or Agent Liability. Neither Company nor Agent makes any express or implied warranty or representation as to the accuracy or completeness of the CEII provided to Recipient under this Agreement. The Company and Agent shall have no liability whatsoever based upon the CEII that is provided to Recipient under this Agreement, and shall have no liability based upon any errors or omissions contained in that CEII.
10. Indemnity. To the greatest extent permitted by law, Recipient shall indemnify and hold harmless the Company and Agent and their officers, employers, directors, agents, contractors and assigns (“the Indemnitees”) from and against any and all claims, losses, liabilities and expenses, including attorney’s fees, incurred by a an Indemnitee as a result of Recipient’s violation of its obligations under this Agreement.
11. Equitable Remedies. Recipient agrees and acknowledges that money damages alone would be an inadequate remedy for its breach of this Agreement. In the event that Recipient breaches or threatens to breach this Agreement, the Company, in addition to any other remedies available at law or in equity, shall be entitled to obtain a restraining order, injunction or similar remedy in order to specifically enforce the provisions of this Agreement.
12. Term. This Agreement shall commence on the Effective Date and shall remain in effect until all of the CEII, provided by the Company to Recipient under this Agreement is either (i) no longer classified by the Company as CEII or (ii) returned to the Company by Recipient.
13. No Recipient Assignment. Recipient shall not assign, subcontract or otherwise delegate any of its rights or obligations under this Agreement without the prior written consent of the Company, which consent the Company may withhold or condition in its absolute discretion. Any such assignment without the Company’s prior written consent shall be void.
14. Notices.
15. Notices provided under this Agreement shall be in writing and addressed or delivered to the representatives specified in this Agreement. Notices shall be delivered by any one of the methods set forth below and shall be deemed received (i) upon delivery, when personally delivered; (ii) upon receipt, when sent by registered or certified mail; (iii) upon receipt when sent by recognized overnight delivery service (such as FedEx); (iv) upon receipt when sent by electronic mail and (v) upon confirmation of receipt by facsimile machine printed confirmation. Copies of all correspondence regarding this Agreement shall also be sent to these representatives.
16. Notices to Recipient shall be directed to the following individual(s):

Organization Attn: Contact Department/Title Address: City, State, Zip Telephone: Facsimile: Electronic Mail:

1. Notices to the Company shall be directed to the following:

# Long Island Utility Servco

# as agent and acting on behalf of

# Long Island Lighting Company d/b/a LIPA

**Attn: Legal Department**

**333 Earle Ovington Blvd, Suite 403**

**Uniondale, NY 11553**

1. Recipient or the Company may change their respective representatives designated herein by written notice to the other Party.
2. Miscellaneous.
3. Governing Law. This Agreement shall be governed by the substantive law of the State of New York, without regard to any conflicts of laws provisions thereof (except to the extent applicable, Sections 5-1401 and 5- 1402 of the New York General Obligations Law).
4. Amendments. No amendment, modification or waiver of any of the terms or conditions of this Agreement shall be effective unless set forth in a writing signed by the Company and Recipient. Any purported amendment, modification or waiver that fails to comply with the foregoing shall be void and of no effect.
5. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in effect.
6. Headings. Headings set forth herein are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.
7. Non-Waiver. The failure of the Company to demand strict performance of the terms of this Agreement, or to exercise any right conferred by this Agreement, shall not be construed as a waiver or relinquishment of its right to assert or rely on any such term or right in the future.
8. Entire Agreement. This Agreement constitutes the entire agreement between the Company and Recipient with respect to its subject matter and supersedes any prior negotiations, discussions, agreements or understandings between them as to this subject matter.
9. Survival. The Recipient remains bound by the provisions of this Agreement unless the Company rescinds the CEII designation or a court of competent jurisdiction finds that the information does not qualify as CEII.

IN WITNESS WHEREOF, Recipient has executed this CEII Non-Disclosure Agreement effective as of the date first set forth above.

By executing this CEII Non-Disclosure Agreement, Recipient certifies that no changes have been made to the form Agreement tendered to Recipient by the Company. Any modifications to the form Agreement shall be considered null and void.

Signature:

Name (please print):

Organization:

Address:

[Rev. 9/23/15]