

Plainsandean

From: Carol A. Overland <overland@legalelectric.org>
Sent: Monday, June 08, 2015 2:29 PM
To: Colamaria, Angela; Plainsandean
Cc: mskelly@cleanlineenergy.com
Subject: CEII Agreement - BLOCK Plains & Eastern Clean Line: Arkansas and Oklahoma
Attachments: CEII_Cover&Agreement.pdf

Ms. Colamaria -

Attached please find executed CEII and Non-Disclosure Agreement. A hard copy is in the mail.

Please forward redacted information at your earliest convenience.

Thanks,

Carol A. Overland
for BLOCK Plains & Eastern Clean Line: Arkansas and Oklahoma

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"Our lives begin to end the day we become silent
about the things that matter." Dr. Martin Luther King, Jr.

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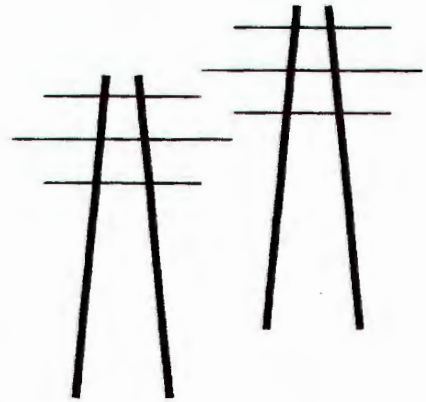
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June 8, 2015

Angela Colamaria
1222 Program
Office of Electricity Delivery and Energy Reliability (OE-20)
U.S. Department of Energy
1000 Independence Avenue S.W.
Washington, DC 20585

Via U.S. Mail and email: Angela.Colamaria@hq.doe.gov

RE: CEII and Non-Disclosure Agreement -- Information Release
Plains & Eastern Clean Line -- DOE Docket No. TPF-01

Dear Ms. Colamaria:

Attached please find executed CEII and Non-Disclosure Agreement.

Please forward all CEII, Proprietary and/or Trade Secret information in the above-entitled docket at your earliest convenience.

Please let me know if you have a different form utilized by the DOE, or if you have any questions or require anything further.

Very truly yours,

Carol A. Overland
Attorney at Law

Enclosure

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

1. These provisions govern the use of Critical Energy Infrastructure Information (CEII) provided to an individual who files a request for access to CEII pursuant to the Department of Energy (hereinafter "DOE") CEII Policy administered by the DOE. These provisions also govern use of Proprietary and/or Trade Secret information.

2. Definitions – For purposes of these provisions:

a. 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.

b. The term "Recipient" means someone who is approved to receive CEII in accordance with the provisions of the MISO CEII Policy.

In the event that an organization seeks CEII, and it is intended that multiple employees, agents and consultants of the organization will have access to the CEII, all such employees, agents, and consultants shall execute the NDA. Each employee, agent and consultant that executes the NDA shall individually be a Recipient and be bound by the provisions of the DOE CEII Policy and the NDA. A current list of all Recipients within the Organization shall be appended to the NDA. Any subsequent additions to, or deletions of, individual Recipients on the NDA must be sent to DOE and the revised NDA must be executed by the new Recipients.

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

4. A Recipient of CEII may use CEII as foundation for advice provided to others, but may not disclose CEII to another individual unless that individual is an approved Recipient of the same CEII.

5. A Recipient will not knowingly use CEII for an illegal or non-legitimate purpose.

6. 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.

7. Recipients must return CEII to DOE or destroy CEII within fifteen days of a written request by DOE to do so, except that CEII notes may be retained in accordance with Paragraph 6, above. Within such time period, each Recipient, if requested to do so, shall also submit to DOE 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 6.

8. The Recipient remains bound by these provisions unless DOE rescinds the provisions or a court of competent jurisdiction finds that the information does not qualify as CEII.

9. DOE may audit the Recipient's compliance with this non-disclosure agreement.

10. I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of the above CEII 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 anyone other than another person who has been granted access to these same materials by DOE. I agree that my compliance with the agreement is subject to audit by DOE and that disputes regarding this agreement may be resolved before the Federal Energy Regulatory Commission.

Date: June 8, 2015

By: Carol A. Overland
Carol A. Overland, Attorney/Consultant

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