

**MAPP CRITICAL ENERGY INFRASTRUCTURE INFORMATION
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 MAPP CEII Policy administered by MAPPCOR.
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 MAPP 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 MAPP 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 MAPP 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 MAPPCOR 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 MAPPCOR or destroy CEII within fifteen days of a written request by MAPPCOR 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 MAPPCOR 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 MAPPCOR rescinds the provisions or a court of competent jurisdiction finds that the information does not qualify as CEII.
9. MAPPCOR 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 MAPP CEII Policy, that I have been given a copy of and have the 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 MAPPCOR. I agree that my compliance with the agreement is subject to audit by MAPPCOR and that disputes regarding this agreement may be resolved before the Federal Energy Regulatory Commission.

By: _____
Signature

Print Name: _____

Organization or Company: _____

Title: _____

Date: _____

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Additional Organizational Recipients

| Signature | Print Name | Organization | Title | Date |
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