

# Carolinas Transmission Planning Collaborative (Original Document 04/01/2024)

## **CRITICAL ENERGY INFRASTRUCTURE INFORMATION RECIPIENT NONDISCLOSURE AGREEMENT BETWEEN DUKE ENERGY PROGRESS, LLC AND \_\_\_\_\_**

This Critical Energy Infrastructure Information Recipient Non-Disclosure Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Duke Energy Progress, LLC a North Carolina limited liability corporation with its principal office at 411 Fayetteville Street, Raleigh, NC 27601 ("DEP"), and \_\_\_\_\_, a limited liability corporation with its principal office at \_\_\_\_\_ ("Recipient").

### **RECITALS**

The purpose of the Agreement is to facilitate the sharing of DEP transmission-related information including, but not limited to, network model information and assumptions for Carolinas Transmission Planning Collaborative (CTPC) studies, otherwise referred to as Base Case Data – which may contain or constitute Critical Energy Infrastructure Information ("CEII") with Recipient at Recipient's request for operations and joint planning purposes (collectively "Data") related to Recipient and DEP.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Recitals stated above, DEP and Recipient hereby agree as follows:

1. These provisions govern the use of Data provided to Recipient solely for the authorized purposes described above in the Recitals.
2. Definitions – For purposes of this Agreement:
  - a. The term "CEII" will have the same meaning as defined by the Federal Energy Regulatory Commission ("FERC") in accordance with 18 C.F.R. §388.1 13(c). CEII includes all forms (including hard copy and electronic) of Data subject to this Agreement.
  - b. The term "Agreement" means this Agreement by which Recipient certifies its understanding that access to CEII is provided pursuant to the terms and restrictions of these provisions, and that Recipient has read these provisions and agrees to be bound by them.
  - c. The term "Recipient" means someone who is approved to receive CEII in accordance with the terms of this Agreement, including the Agreement to Adhere attached hereto as Exhibit A.
  - d. The term "Consultant" means one who is hired to provide advice to another.

3. A request to access CEII will not be granted unless Recipient provides a completed and executed Agreement, including a completed and executed Agreement to Adhere attached hereto as Exhibit A, and has been approved by DEP as a Recipient of such CEII. Recipient may submit a list of the names of Consultants hired by Recipient who will be permitted to access the requested CEII on behalf of Recipient. Recipient's Agreement to Adhere is not sufficient for a Consultant to have access to CEII. Each Consultant named on the Agreement to Adhere will not be granted access to CEII until such individual submits an executed Agreement, including an executed Agreement to Adhere, to DEP and is approved by DEP as a Recipient of such CEII.
4. Recipient may only discuss CEII with another approved Recipient of the identical CEII. Recipient must check with DEP to determine whether another individual is a Recipient of the identical CEII.
5. Recipient may use CEII as a foundation for advice provided to others, but may not disclose CEII to another individual unless that individual is a Recipient of the identical CEII.
6. Recipient will not knowingly use CEII for an illegal or non-legitimate purpose.
7. Recipient will maintain all CEII in a secure place. Access to CEII will be limited to other Recipients of the identical material. Recipient may make copies of CEII, but such copies become CEII and subject to the same procedures detailed herein. Recipient may make notes of CEII, which shall be treated as CEII notes if they contain CEII. Recipient remains bound by these provisions as long as it has Data in its possession.
8. Recipient must return all CEII received from DEP or destroy such CEII within fifteen (15) days of a written request by DEP to do so, except that CEII notes may be retained in accordance with Paragraph 7, above. Within such time period, Recipient, if requested to do so, will also submit to DEP an affidavit stating that, to the best of Recipient's knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned or destroyed, or are being maintained by Recipient in accordance with Paragraph 7, above.
9. Recipient will remain bound by these provisions unless DEP or a court of competent jurisdiction finds that the information provided to Recipient does not qualify as CEII.
10. DEP disclaims and does not make hereby any express or implied representation or warranty concerning the accuracy or completeness of any CEII provided to Recipient under this Agreement. DEP will not have liability to the Recipient, or any other person or entity, for the Recipient's use of any CEII disclosed pursuant to this Agreement. In addition, the extent of CEII to be disclosed under this Agreement resides solely with DEP and disclosure of CEII of any nature will not obligate DEP to disclose any further Information.
11. Nothing stated herein will be construed to require any Party to this Agreement to take any action in violation of applicable laws or regulations.

12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect or with respect to any information, such provision in all other respects or with respect to all information will nevertheless continue in full force and effect without being impaired or invalidated and will be enforced to the full extent permitted by law or regulation.
13. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.
14. DEP or its representative may audit Recipient's compliance with this Agreement.
15. DEP will mark all documents provided as Data under the Agreement with a label in substantially the following form:

This **CONFIDENTIAL** document contains sensitive Critical Energy Infrastructure Information (CEII) as that term is defined in 18 C.F.R. § 388.113(c). No person may review this document unless such person has executed a CEII Recipient Non-Disclosure Agreement or an Agreement to Adhere, provided it to DEP, and had it approved prior to reviewing this document. To obtain a CEII Non-Disclosure Agreement or an Agreement to Adhere, please contact Kristina Straple (980) 373-6173 or [Kristina.Straple@duke-energy.com](mailto:Kristina.Straple@duke-energy.com) or download the document from DEP's OASIS under Provider Information

16. Notice

Kristina Straple  
Transmission Contracts Manager  
Duke Energy Progress, LLC  
526 S Church Street  
Charlotte, NC 28202  
Telephone: (980) 373-6173  
[Kristina.Straple@duke-energy.com](mailto:Kristina.Straple@duke-energy.com)

17. Breach of Recipient's obligations under this Agreement will cause immediate, irreparable harm to DEP, for which there will not be adequate remedy at law. DEP reserves the right to avail itself of any and all legal and equitable rights or remedies it may have under federal or state law or regulation.
18. I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of the above CEII provisions, that I have been given a copy of and have read 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 will be marked "Critical Energy Infrastructure Information" and will not be disclosed to anyone other than another person who has been granted access to these same materials by DEP, or FERC (and who provides DEP sufficient proof of such FERC access). I acknowledge that, in the event of a violation of this agreement, DEP may, at its sole discretion, have recourse to any and all legal rights or

remedies available under federal or state law or regulation. I agree that my compliance with this Agreement is subject to audit by DEP.

**DUKE ENERGY PROGRESS, LLC**

Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**RECIPIENT**

Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**EXHIBIT A TO CRITICAL ENERGY INFRASTRUCTURE INFORMATION  
RECIPIENT NON-DISCLOSURE AGREEMENT BETWEEN DUKE ENERGY  
PROGRESS, LLC AND recipient**

**AGREEMENT TO ADHERE**

I hereby certify that access to Data is being provided to me pursuant to the terms and conditions of the Critical Energy Infrastructure Information Recipient Non-Disclosure Agreement Between Duke Energy Progress, LLC and Recipient dated \_\_\_\_\_, 20\_\_ (the "Non-Disclosure Agreement"), that I have been given a copy of and have read the Non-Disclosure Agreement, and that I agree to be bound by it. I understand that the contents of the Data, any notes or other memoranda, or any other form of information that copies or discloses CEII must not be disclosed to anyone other than in accordance with the terms of the Non-Disclosure Agreement. I acknowledge that a breach of this Agreement to Adhere constitutes a breach of the Non-Disclosure Agreement, and that DEP reserves the right to avail itself of any and all legal and equitable rights or remedies it may have under federal or state law or regulation. I further agree that my information provided below is subject to check, and that nothing in the Non-Disclosure Agreement will obligate DEP to make any disclosure to me or any other Recipient of any Data or information that DEP is not otherwise legally obligated to disclose.

By:

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Representing:

\_\_\_\_\_

Date:

\_\_\_\_\_

Printed Name: of Signer

\_\_\_\_\_

Email address of signer:

\_\_\_\_\_

Statement of Need for  
Information:

\_\_\_\_\_

