MODEL RELEASE PROCEDURE

The Eastern Interconnection Reliability Assessment Group (ERAG) Multiregional Modeling Working Group (MMWG) Power Flow Models contain data that the Federal Energy Regulatory Commission (FERC) has deemed Critical Energy Infrastructure Information (CEII). Release of CEII data is restricted for the benefit of public safety and therefore ERAG MMWG will follow this "Model Release Procedure".

In general,

A. The MMWG Data Coordinators should handle distribution to the Planning Coordinator (PC), Transmission Provider (TP), and Transmission Owner's (TO's) of the Data Submitting Entity which they represent and those parties directly associated with their Data Submitting Entity (i.e. consultants who work directly for the Data Submitting Entity).
B. Regional confidentiality agreements are sufficient to cover the distribution within the regions
C. A Single Point of Contact (SPOC) will handle distribution to those not affiliated with a Region or Data Submitting Entity.
D. The SPOC will require demonstration of FERC CEII approval (included in ID form) and Non-Disclosure Agreement (NDA) from all non-affiliated requestors. The entity must first request the current FERC-715 Part 2 filing data from FERC in order to obtain a FERC CEII number.

There is no model handling fee for MMWG model(s) released to the ERAG MMWG Data Coordinators or MMWG Agents (Non-ERAG MMWG members, NERC, Consultants, etc.) who perform direct services for MMWG and MMWG Regions.

Models can be accessed through the appropriate MMWG Data Coordinator by Data Submitting Entity members and those performing consultant services for the Data Submitting Entity per Data Submitting Entity procedures.

Otherwise, models can be obtained through the MMWG Single Point of Contact. A completed ID Form (**Section 7.3**) and MMWG Non-Disclosure Agreement (**Section 7.4**) must be filed with the MMWG Single Point of Contact before models are released.

Power flow models may also be accessed through FERC via the CEII link at:
http://www.ferc.gov/legal/ceii-foia/ceii.asp#skipnavsub

MMWG Dynamic Simulation Case Access

FLECS source code can only be released to PSS™E licensees. To remove the burden of verifying licensure, only the compiled object files are available to those not affiliated with NERC Regions or Data Submitting Entities through the SPOC.

ID Form for Access to

Eastern Interconnection Reliability Assessment Group
Multiregional Modeling Working Group (MMWG)
Non-Public Information

Name:	
Organization:	
Email:	Phone:
Mailing Address:	
City, State Zip:	
FERC CEII identification:	
Data Requested: _____ 1. Power Flow Cases 2. Dynamic Cases 3. Authorization to received data from third party 4. Other	

Need for Information (intended use):

Reference: (This reference should be a person MMWG can contact to discuss your relation to the electric utility industry and your need for access to the requested information.)

Reference Person's Name:	
Organization:	
Email:	Phone:
Mailing Address:	
City, State Zip:	

Receipt of the ID Form and an executed Confidentiality Agreement must be received by MMWG prior to the MMWG Data Coordinator providing Recipient MMWG models and data. The SPOC is the ReliabilityFirst Corporation. Hard copies of these documents should be mailed to the SPOC at:

ReliabilityFirst Corporation
Attn: John Idzior
3 Summit Park Drive
Suite 600
Cleveland, OH 44131
(216) 503-0615
john.idzior@rfirst.org

MMWG will provide email confirmation of receipt of your application within two business days and a status report of your request within one week, if applicable, to outline MMWG's actions in process to approve your request.

Eastern Interconnection Reliability Assessment Group

NON-DISCLOSURE AGREEMENT

Eastern Interconnection Reliability Assessment Group (ERAG) plans to make available certain information to your company (Recipient) related to Multiregional Modeling Working Group models and data. Prior to receiving this information, ERAG requires that Recipient execute this Non-Disclosure Agreement (Agreement).

For the purposes of this Agreement only, "employees" include third parties retained for professional advice (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) temporary administrative, clerical or programming support. "Need to know" means that the employee requires the Confidential Material in order to perform his or her responsibilities in connection with Recipient transacting business with ERAG or North American Electric Reliability Corporation Region Members.

By executing this Agreement, Recipient is affirming that all information designated by ERAG or its vendor(s) as "confidential", "proprietary", or other such designation as indicates protection of the material (Confidential Material), will be maintained in the strictest confidence and will not be disclosed to any person or entity other than its officers, directors and employees, consultants or its affiliates and their respective officers, directors, and employees who have a need to know, who have been advised of the confidentiality of the material, and who have agreed to be bound by the terms of this Agreement.

Recipient shall take necessary precautions to prevent disclosure of the Confidential Material to the public or any third party. Recipient agrees that the Confidential Material will not be copied or furnished to other parties. Recipient will safeguard the Confidential Material with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information.

The obligation with respect to handling and using Confidential Material set forth in this Agreement is not applicable to information which:

1. Is in the public domain at the time of its disclosure to Recipient, or thereafter enters the public domain through no breach of this Agreement by Recipient;

2. Is known by Recipient at the time of disclosure by ERAG;

3. Is independently developed by Recipient or by a person or persons who have not had access to the Confidential Material received by Recipient from ERAG;

4. Is available to Recipient or others by inspection or analysis or related products available in the open market place;

5. Is made available by ERAG to anyone without similar restrictions by disclosing of such Confidential Material;

6. Is known to Recipient from a source other than ERAG;

7. Is approved for release by written authorization of a representative of ERAG;

Non-Disclosure Agreement (NDA) - continued

Eastern Interconnection Reliability Assessment Group
NON-DISCLOSURE AGREEMENT

Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or

Is disclosed in response to a valid order of a court or other governmental body of the United States or any of its political subdivisions, but only to the extent of and for the purposes of such order; provided, however, that Recipient will first notify ERAG of the order and permit ERAG to seek an appropriate protective order.

Confidential Material will be deemed the property of ERAG or its vendor(s). Recipient will, within ten (10) days of a written request by ERAG or its vendor(s), return all Confidential Material to ERAG or, if so directed, destroy all such Confidential Material. Recipient will also, within ten (10) days of a written request by ERAG or its vendor(s), certify in writing that it has satisfied the obligations of such a request.

No other obligation of any kind is assumed by or implied against any party except for those stated herein by the receipt of such Confidential Material, nor shall such receipt constitute a waiver of any rights any party may have with respect to similar material.

No manufacturing or software license under any patents or copyrights of any party is granted by this Agreement or by any disclosure of Confidential Material.

The parties agree that an impending or existing violation of any provision of this Agreement would cause ERAG or its vendor(s) irreparable injury for which there would be no adequate remedy at law, and that ERAG or its vendor(s) will be entitled to seek immediate injunctive relief prohibiting such violation without the posting of bond or other security, in addition to any other rights and remedies available.

No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given for the Confidential Material disclosed under this Agreement.

This Agreement may not be assigned by Recipient without the prior written consent of ERAG. Any assignment in violation of this provision will be void. This Agreement will be binding upon the parties and their respective successors and assigns.

If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties intent in agreeing to this original provision. The remaining provisions of this Agreement will continue in full force and affect.

Each party warrants that it has the authority to enter into this Agreement and to lawfully make the disclosures contemplated hereunder.

Non-Disclosure Agreement (NDA) - continued

Eastern Interconnection Reliability Assessment Group
NON-DISCLOSURE AGREEMENT

ACKNOWLEDGED AND AGREED:

_____
Company

By: _____

Name: _____

Title: _____

Date: _____