

Bonneville Power Administration Transmission Business Line System Operations and Planning Information

NON-DISCLOSURE AGREEMENT

_____, whose address is listed below, is engaged in the business of _____, and has requested Bonneville Power Administration's ("Bonneville") Transmission Business Line ("TBL") to provide transmission system operations and planning information for the purpose of _____ is using this information on behalf of _____, who is in the business of _____, who is authorized to represent _____ for the purpose of this Agreement, has received the following information in response to this request: _____.

_____ shall use the System Information to conduct analysis and planning of possible transmission system modifications that benefit the Parties. Bonneville has made good faith efforts to provide accurate System Information, but _____ shall conduct its own analysis of the System Information and shall independently develop conclusions from its analysis. Bonneville shall have no liability for any faults, defects, errors, or deficiencies in the System Information.

_____ acknowledges that the information provided under this Agreement could be used to target an attack on Bonneville's power and transmission system. _____ agree to maintain the System Information as confidential and secret under all circumstances and not to disclose or provide access to any of the System Information to any officers, employees, agents, or representatives of _____ that do not need to know such information for the purpose stated above, or to any other person or entity. **If _____ distribute such information, including copies of such information, to persons authorized to receive it under the previous sentence, _____ shall include the Bonneville non-disclosure warnings exactly as they are on the copy of the information received from Bonneville.** _____ shall destroy the information, including any copies made in accordance with this Agreement, and notify Bonneville of such destruction, within one year from the date of receipt. _____ shall notify Bonneville immediately at the contact address listed below of any requests related to any judicial or administrative process for such information.

Bonneville may pursue any remedies for breach of this Agreement, including without limitation damages and injunctive relief, and refusal to supply any other transmission operating and planning information to _____. _____ agrees to indemnify and hold harmless Bonneville and its officers, employees, agents and representatives from and against any and all loss, claims, liability or damages resulting from or arising out of the use or disclosure of the System Information provided by TBL to _____.

Each party shall notify the other immediately of any change in contact information. All notices under this Agreement shall be provided in writing by reliable overnight delivery service or facsimile to the contacts listed below. By signing this Agreement in duplicate, _____ individually agree to the foregoing terms.

_____, on behalf of itself and _____

By: _____

Print name: _____

Date: _____

Title: _____

Physical Street Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Facsimile Number: _____

Bonneville Contact Information. (state name or title, street address, phone and fax numbers.)

