

Alaska Energy Authority
Bradley Lake Hydropower Project P-8221

CRITICAL ENERGY INFRASTRUCTURE
INFORMATION GENERAL
NON-DISCLOSURE AGREEMENT

1. These provisions govern the use of materials prepared in connection with the development of the Bradley Lake Hydropower Project P-8221 that are designated by the Alaska Energy Authority (AEA) as Critical Energy Infrastructure Information (CEII) under the regulations of the Federal Energy Regulatory Commission (FERC) at 18 C.F.R. § 388.113(c)(1).
2. Definitions - For purposes of these provisions:
 - a. The term "non-disclosure agreement" means 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 by AEA to receive materials designated by AEA as CEII.
3. A Recipient may only discuss CEII with another Recipient of the identical CEII.
4. If any Recipient submits information to FERC that includes CEII obtained under these provisions, portions of the filing containing CEII must be submitted in accordance with 18 C.F.R. § 388.112(b).
5. 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.
6. A Recipient will not knowingly use CEII for an illegal or non-legitimate purpose.
7. 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.

8. Recipients must return CEII to AEA within fifteen days of a written request by AEA to do so, except that CEII notes may be retained in accordance with Paragraph 7, above. Within such time period, each Recipient, if requested to do so, shall also submit to AEA 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 7.
9. The Recipient remains bound by these provisions unless AEA rescinds the provisions.
10. The Recipient is not authorized to place this CEII information on the internet or distribute it to non-authorized Recipients.
11. AEA may audit the Recipient's compliance with this non-disclosure agreement.

Initials: _____ Date : _____

12. I hereby certify my understanding that access to Critical Energy Infrastructure Information (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 shall not be disclosed to anyone other than another person who has been granted access to these same materials by AEA. I agree that my compliance with this agreement is subject to audit by AEA.

By: _____
Signature
Print Name: _____
Title: _____
Representing: _____
Date: _____

A requester who seeks the information on behalf of all employees of an organization should clearly state that the information is sought for the organization, that the requester is authorized to seek the information on behalf of the organization, and that all individuals in the organization that have access to the CEII will agree to be bound by a non-disclosure agreement that must be executed.