

Request 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:	
Data Requested: _____	
1. Power Flow Cases	
2. Dynamic Cases	
3. Authorization to receive 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:	

Attestation:

By signing below, I attest that all information I have provided in this Request Form is accurate and complete.

Print name: _____

Signature: _____

Date: _____

Receipt of the ID Form and an executed Non-Disclosure Agreement must be received by MMWG prior to the MMWG Data Coordinator providing Recipient MMWG models and data. ReliabilityFirst Corporation is the point of contact for all MMWG requests. Electronic copies of these documents should be sent to ReliabilityFirst Corporation at:

ReliabilityFirst Corporation
 Attn: John Idzior
 john.idzior@rfirst.org

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**

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