

## ATTACHMENT G

1

2

3

4

5

6

7

8

9

10

**CONFIDENTIALITY, NON-DISCLOSURE AND USE OF INFORMATION  
AGREEMENT**

This Confidentiality, Non-Disclosure and Use of Information Agreement ("Agreement") is made and entered into as of the 24th day of January, 2001 by and between California Independent System Operator Corporation ("ISO") and the California Department of Water Resources (CDWR), (collectively "Parties"). Persons subject to this Agreement are those persons who are employed by, or under contract with, CDWR and that who will have access to the ISO's control room in implementing state law SB7X ("Receiving Party" or "Receiving Parties").

**WHEREAS:**

- A. Governor Davis has declared a state of emergency due to the recent shortages of electricity and the rotating power outages that resulted;
- B. CDWR has been authorized by State law SB7X, until February 2, 2001, to purchase electric power from any party and to make that power available at 'cost', as specified in the bill, to the ISO, public utility electrical corporations, or retail end-use customers;
- C. CDWR acknowledges that, while it performs a role as a purchaser of power under state law SB7X, with respect to the State Water Resources Development System it also is a market participant in certain electricity markets administered by the ISO and that it competes with other suppliers and purchasers to make sales and purchases of energy and ancillary services in such markets;
- D. The ISO is required under the ISO Tariff to keep confidential certain information that is provided to the ISO on behalf of individual market participants;
- E. The ISO is charged with reliable operation of the state's electric transmission system and operates a control room in which it administers certain electricity markets and where information essential for purchases of electricity is available in real time;
- F. The ISO desires to promote reliable operation of the electric transmission system in these times of supply shortage by allowing Receiving Parties under this Agreement to have access to the ISO's control room and the information available therein, solely for purposes of fulfilling CDWR's obligations under SB7X;
- G. Receiving Parties will thereby have access to various written materials, visual observations and oral statements regarding the ISO's markets, systems, operations and activities; and

- H. The ISO is willing to provide such information to Receiving Parties under suitable contractual limits and protections concerning the disclosure and use of confidential or proprietary information.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the ISO and the CDWR agree as follows:

1. Purpose, Scope and Definition.

1.1. Under the ISO Tariff, the ISO is required to keep confidential certain information provided to the ISO on behalf of individual market participants. CDWR with respect to the State Water Resources Development System is a market participant in the California electricity market and it competes with other suppliers and purchasers to make sales of energy and ancillary services from its hydroelectric resources and for its own requirements. In order to fulfill its obligations under SB7X as an authorized purchaser of electricity to assist in meeting the public's electricity needs, including the sale of electricity to the ISO to meet the ISO's real time energy needs, CDWR must have access to the ISO's control room and information that the ISO is obligated to keep confidential. The purpose of this Agreement is to create a category of persons (Receiving Parties): (a) that are involved in implementing state law SB7X on behalf of CDWR, (b) that are separate and distinct from all other employees and contractors of CDWR, and (c) to whom Confidential Information may be disclosed in accordance with the conditions contained in this Agreement. The list of Receiving Parties is Attachment B to this Agreement.

1.2. Confidential Information under this Agreement consists of all information made available to Receiving Parties in the ISO's control room at any time during the term of this Agreement, including, without limitation: (a) all written and electronic materials including reports, assessments, documents, financial statements, estimates, and projections; (b) information, including demonstrations, which is furnished orally and that relate to the ISO's systems, operations or activities; (c) proprietary information of the ISO; and (d) all market data, whether written, electronic, oral or visual, which relates in any way to the markets administered by the ISO (collectively, "Confidential Information"). In the event Confidential Information is incorporated into or reflected in other documents, whether separately or jointly generated by the ISO or Receiving Parties, such other documents will be deemed Confidential Information subject to the terms of this Agreement. Confidential Information includes but is not limited to handwritten notes or summaries that contain or are derived from Confidential Information.

2. Non-Disclosure. Subject to Paragraph 4 below, the Parties agree that Receiving Parties shall not disclose Confidential Information or otherwise make it available, in any form or manner, to any other person or entity (a "third party"), including those employees or contractors of CDWR that are not involved in implementing SB7X, without the prior written consent of the ISO. Receiving Parties must not be engaged in the sales or marketing activities of CDWR, other than those conducted for purposes of assisting in

implementing the real time ISO market activities under this Agreement. In addition, Receiving Parties must not be engaged in any activities relating to the marketing, contracting or scheduling of loads and resources in any forward markets, whether or not these activities are conducted for purposes of implementing SB7X. Receiving Parties must not use Confidential Information for personal gain or the benefit of any third party, except as authorized in Paragraph 4 below. Receiving Parties must acknowledge that they have read this Agreement and agree to abide by all of its terms regarding use and disclosure of Confidential Information, and shall execute Individual Agreements in the form attached as Attachment A.

3. Use of Confidential Information. The Receiving Party shall use Confidential Information received hereunder only for the purposes identified herein. Under no circumstances may Receiving Parties remove any written Confidential Information from the control room. Confidential Information will not be copied or used by Receiving Parties for any purpose other than fulfilling the obligation under SB7X for CDWR to act as an authorized purchaser of electricity that may be sold to the ISO to meet the ISO's real time energy needs. Receiving Parties may make a limited number of copies of written materials (not including machine readable data) so that Receiving Parties can adequately use such Confidential Information within the terms and conditions of this Agreement, provided that all proprietary legends and notices on the originals are also reproduced on such copies and that each copy is controlled by Receiving Parties as an original in accordance with the terms of this Agreement.

4. Exceptions to Non-Disclosure. Notwithstanding Paragraph 2 above, a party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information:

(a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or

(b) had been received by the Receiving Party at the time of disclosure through other means without restriction on its use, or had been independently developed by the Receiving Party as shown through documentation; or

(c) is subsequently disclosed to the Receiving Party by a third party without restriction on use and without breach of any agreement or legal duty; or

(d) subject to the provisions of Paragraph 5, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

Specific information shall not be deemed to be within the foregoing exceptions merely because it is included within general information which is within the exceptions, nor will a combination of features be deemed to be within such exceptions merely because the individual features of the combination are separately included within such

exceptions. The Party relying on any of the foregoing exceptions to the confidentiality obligations herein shall bear the burden of proving the applicability of the exception.

5. Notice of Pending Third Party Disclosure. In the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena or other lawful process requiring the disclosure of Confidential Information, Receiving Parties shall notify the ISO immediately upon receipt thereof to facilitate the ISO's efforts to comply with the requirements of ISO Tariff Section 20.3, where applicable, and/or to prevent such disclosure, or otherwise preserve the confidentiality of the Confidential Information. Receiving Parties shall not be in violation of this Agreement if they comply with an order of such court or governmental authority to disclose Confidential Information, after the ISO or another party entitled to do so under ISO Tariff Section 20.3 either has sought to maintain the confidentiality of such information as provided herein, or has notified Receiving Parties in writing that it will take no action to maintain such confidentiality.

6. During all work hours, including lunch or break periods, and at all times when on ISO property, Receiving Parties agree not to possess, distribute, sell, dispense, use, or be under the influence of, alcohol or illegal drugs.

7. Term. Unless otherwise agreed to in writing by the Parties, this Agreement shall terminate on February 2, 2001.

8. Provisions Surviving Termination. The provisions of Paragraphs 2, 3, 4, and 5 shall survive the termination of this Agreement and shall continue in effect until the Confidential Information or portions thereof are no longer confidential.

9. Persons Designated to Receive Confidential Information and Notices.

(a) Representatives and Addresses. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing, unless otherwise agreed by the Parties, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, or by electronic facsimile transmission with an original sent immediately thereafter by postage prepaid mail, and properly addressed as follows:

California Department of Water Resources:

Carol Matchett, Staff Counsel  
Office of the Chief Counsel  
Department of Water Resources  
1416 Ninth Street, Room 1118  
P. O. Box 942836  
Sacramento, CA 94236-0001  
Telephone: 916-653-8816  
Facsimile: 916-653-0952

ISO:

Roger Smith  
California Independent System Operator Corporation  
151 Blue Ravine Road  
Folsom, CA 95630  
Telephone: (916) 608-7135  
Facsimile: (916) 608-7296

(b) Changed Representatives and Addresses. A party hereto may from time to time change its representative or address for the purpose of notices to that party by a similar notice specifying a new representative or address, but no such change shall be deemed to have been given until such notice is actually received by the party being so notified.

(c) Effective Date of Notices. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Paragraph 9 shall be effective upon delivery if delivered personally, by overnight delivery or by facsimile transmission; if delivered by mail, such notices shall be effective three days following deposit in the United States mail, postage prepaid.

10. Complete Agreement; No Other Rights.

(a) This Agreement contains the complete and exclusive agreement of the Parties with respect to the subject matter thereof, and supersedes all discussions, negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the date of this Agreement, with respect to its subject matter. No change to this Agreement shall be effective unless agreed to in writing by the parties hereto. Any conflict between the language of this Agreement and any mark, stamp, annotation or other language identifying something received hereunder as Confidential Information shall be resolved in favor of this Agreement.

(b) This Agreement is not intended to create any right in or obligation of any party or third party other than those expressly stated herein.

11. No Warranties or Representations. Any Confidential Information disclosed under this Agreement carries no warranty or representation of any kind, either express or implied. Receiving Parties shall not rely on Confidential Information for any purpose other than that stated in Paragraph 1.

12. Injunctive Relief. The parties agree that, in addition to whatever other remedies may be available to a party under applicable law, a party shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by any other party. Each party agrees that it shall bear all costs and expenses, including

reasonable attorneys' fees that may be incurred by the other party in enforcing the provisions of this paragraph.

13. Governing Law. This Agreement is made in the State of California and shall be governed by and interpreted in accordance with its laws. The Parties hereto consent to the jurisdiction of the courts of the State of California in all matters pertaining to this Agreement.

14. Assignment. This Agreement shall be binding upon the parties, their successors, and assigns. No party shall assign this Agreement without the other party's prior written consent.

15. Construction Of Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any party, but shall be construed in the manner that most accurately reflects the parties' intent as of the date they executed this Agreement.

16. Signature Authority. Each person signing below warrants that he or she has been duly authorized by the party for whom he or she signs to execute this Agreement on behalf of that party.

17. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

By: Terry M. Winter  
Name: Terry M. Winter  
Title: Chief Executive Officer  
Date: February 1, 2001

CALIFORNIA DEPARTMENT OF WATER RESOURCES:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:  
Date:



17. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

By: \_\_\_\_\_  
Name:  
Title:  
Date:

CALIFORNIA DEPARTMENT OF WATER RESOURCES:

By: RD Hart  
Name: RAYMOND D. HART  
Title: DEPUTY DIRECTOR  
Date: 2-01-01

ATTACHMENT A

INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND  
USE OF INFORMATION AGREEMENT

The Undersigned, \_\_\_\_\_ (print or type name), employed or retained by the Department of Water Resources, hereby acknowledges that he or she has received a copy of the Confidentiality, Non-Disclosure And Use of Information Agreement dated January 24, 2001 between the California Independent System Operator Corporation and the California Department of Water Resources, a copy of which is attached hereto as Attachment 1 and as may be extended pursuant to paragraph 7. The undersigned hereby acknowledges that he or she: (a) has read the Agreement, (b) understands the provisions of the Agreement relating to confidentiality, (c) understands that he or she is a Receiving Party as defined in the Agreement, (d) understands the importance of maintaining the confidentiality of Confidential Information (as defined in the Agreement), and (e) agrees not to possess, distribute, sell, dispense, use, or be under the influence of, alcohol or illegal drugs during working hours or at any time while on ISO property,. In consideration thereof, the undersigned agrees to be bound by all of the provisions of the Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

ATTACHMENT B

LIST OF RECEIVING PARTIES

Henry Munoz  
Bob Lanini  
Glenn Solberg  
John Amyx  
Howard Mellow  
Darryl Pegues  
Robert Huss  
Terry Sack  
Mike Brown

**FIRST ADDENDUM TO THE  
CONFIDENTIALITY, NON-DISCLOSURE AND USE OF INFORMATION  
AGREEMENT**

This first addendum to the Confidentiality, Non-Disclosure and Use of Information Agreement ("Agreement") made and entered into as of the 24th day of January, 2001 by and between California Independent System Operator Corporation ("ISO") and the California Department of Water Resources (CDWR), (collectively "Parties") is hereby made and entered into as of February 2, 2001 by the Parties ("First Addendum").

**WHEREAS:**

- A. The Parties entered into the Agreement for the purposes set forth therein;
- B. The Parties agree such purposes may continue beyond the expiration date provided for in the Agreement; and
- C. The Parties are willing to extend the Agreement for a limited period in order to include any such additional period.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this First Addendum, the ISO and the CDWR agree as follows:

- 1. Extension. The term set forth in Paragraph 7 of the Agreement shall be extended until February 23, 2001.
- 2. No Other Changes. No other amendment, change or modification of the Agreement shall be construed by this First Addendum.
- 3. Counterparts. This First Addendum may be executed in two or more counterparts, all of which shall be considered one and the same.

**IN WITNESS WHEREOF**, the parties have executed this first addendum to the Agreement as of the date set forth above.

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

By: Elena Schmid  
Name: Elena Schmid  
Title: VP of Strategic Development  
Date: 02.12.01

CALIFORNIA DEPARTMENT OF WATER RESOURCES:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**FIRST ADDENDUM TO THE  
CONFIDENTIALITY, NON-DISCLOSURE AND USE OF INFORMATION  
AGREEMENT**

This first addendum to the Confidentiality, Non-Disclosure and Use of Information Agreement ("Agreement") made and entered into as of the 24th day of January, 2001 by and between California Independent System Operator Corporation ("ISO") and the California Department of Water Resources (CDWR), (collectively "Parties") is hereby made and entered into as of February 2, 2001 by the Parties ("First Addendum").

**WHEREAS:**

- A. The Parties entered into the Agreement for the purposes set forth therein;
- B. The Parties agree such purposes may continue beyond the expiration date provided for in the Agreement; and
- C. The Parties are willing to extend the Agreement for a limited period in order to include any such additional period.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this First Addendum, the ISO and the CDWR agree as follows:

- 1. Extension. The term set forth in Paragraph 7 of the Agreement shall be extended until February 23, 2001.
- 2. No Other Changes. No other amendment, change or modification of the Agreement shall be construed by this First Addendum.
- 3. Counterparts. This First Addendum may be executed in two or more counterparts, all of which shall be considered one and the same.

**IN WITNESS WHEREOF**, the parties have executed this first addendum to the Agreement as of the date set forth above.

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**CALIFORNIA DEPARTMENT OF WATER RESOURCES:**

By: Susan N. Weber  
Name:  
Title: Chief Counsel, CDWR  
Date: January 9, 2001

**SECOND ADDENDUM TO THE  
CONFIDENTIALITY, NON-DISCLOSURE AND USE OF INFORMATION  
AGREEMENT**

This second addendum to the Confidentiality, Non-Disclosure and Use of Information Agreement ("Agreement") made and entered into as of the 24th day of January, 2001 by and between California Independent System Operator Corporation ("ISO") and the California Department of Water Resources (CDWR), (collectively "Parties") is hereby made and entered into as of February 23, 2001 by the Parties ("Second Addendum").

**WHEREAS:**

- A. The Parties entered into the Agreement for the purposes set forth therein;
- B. The Parties agree such purposes may continue beyond the expiration date provided for in the Agreement; and
- C. The Parties are willing to extend the Agreement for a limited period in order to include any such additional period.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Second Addendum, the ISO and the CDWR agree as follows:

- 1. Extension. The term set forth in Paragraph 7 of the Agreement shall be extended until April 4, 2001.
- 2. No Other Changes. No other amendment, change or modification of the Agreement shall be construed by this Second Addendum.
- 3. Counterparts. This Second Addendum may be executed in two or more counterparts, all of which shall be considered one and the same.

**IN WITNESS WHEREOF**, the parties have executed this Second Addendum to the Agreement as of the date set forth above.

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

By: Elena Schmid  
Name: Elena Schmid  
Title: V.P. Strategic Development + Communications  
Date: 2/27/01

CALIFORNIA DEPARTMENT OF WATER RESOURCES:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**SECOND ADDENDUM TO THE  
CONFIDENTIALITY, NON-DISCLOSURE AND USE OF INFORMATION  
AGREEMENT**

This second addendum to the Confidentiality, Non-Disclosure and Use of Information Agreement ("Agreement") made and entered into as of the 24th day of January, 2001 by and between California Independent System Operator Corporation ("ISO") and the California Department of Water Resources (CDWR), (collectively "Parties") is hereby made and entered into as of February 23, 2001 by the Parties ("Second Addendum").

**WHEREAS:**

- A. The Parties entered into the Agreement for the purposes set forth therein;
- B. The Parties agree such purposes may continue beyond the expiration date provided for in the Agreement; and
- C. The Parties are willing to extend the Agreement for a limited period in order to include any such additional period.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Second Addendum, the ISO and the CDWR agree as follows:

- 1. Extension. The term set forth in Paragraph 7 of the Agreement shall be extended until April 4, 2001.
- 2. No Other Changes. No other amendment, change or modification of the Agreement shall be construed by this Second Addendum.
- 3. Counterparts. This Second Addendum may be executed in two or more counterparts, all of which shall be considered one and the same.

**IN WITNESS WHEREOF**, the parties have executed this Second Addendum to the Agreement as of the date set forth above

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

By: \_\_\_\_\_  
Name:  
Title:  
Date:

CALIFORNIA DEPARTMENT OF WATER RESOURCES:

By: Susan N. Weber  
Name: Susan N. Weber  
Title: Chief Counsel  
Date: 2/26/01

**THIRD ADDENDUM TO THE  
CONFIDENTIALITY, NON-DISCLOSURE AND USE OF INFORMATION  
AGREEMENT**

This third addendum to the Confidentiality, Non-Disclosure and Use of Information Agreement ("Agreement") made and entered into as of the 24th day of January, 2001 by and between California Independent System Operator Corporation ("ISO") and the California Department of Water Resources (CDWR), (collectively "Parties") is hereby made and entered into as of April 4, 2001 by the Parties ("Third Addendum").

**WHEREAS:**

- A. The Parties entered into the Agreement for the purposes set forth therein;
- B. The Parties agree such purposes may continue beyond the expiration date provided for in the Agreement; and
- C. The Parties are willing to extend the Agreement for a limited period in order to include any such additional period.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Third Addendum, the ISO and the CDWR agree as follows:

- 1. Extension. The term set forth in Paragraph 7 of the Agreement shall be extended until June 1, 2001.
- 2. No Other Changes. No other amendment, change or modification of the Agreement shall be construed by this Second Addendum.
- 3. Counterparts. This Third Addendum may be executed in two or more counterparts, all of which shall be considered one and the same.

**IN WITNESS WHEREOF**, the parties have executed this Third Addendum to the Agreement as of the date set forth above.

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

By: Elena Schmid  
Name: Elena Schmid  
Title: VP Corporate & Strategic Development  
Date: 4.18.01

CALIFORNIA DEPARTMENT OF WATER RESOURCES:

By: Raymond D. Hart  
Name: Raymond D. Hart  
Title: Deputy Director  
Date: 4/12/01



**FOURTH ADDENDUM TO THE  
CONFIDENTIALITY, NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT**

This fourth addendum to the Confidentiality, Non-Disclosure and Use of Information Agreement ("Agreement") made and entered into as of the 24th day of January, 2001 by and between California Independent System Operator Corporation ("ISO") and the California Department of Water Resources (CDWR), (collectively "Parties") is hereby made and entered into as of June 1, 2001 by the Parties ("Fourth Addendum").

**WHEREAS:**

- A. The Parties entered into the Agreement for the purposes set forth therein;
- B. The Parties desire to extend the Agreement also for the purpose of implementing state law AB1X of the First Extraordinary Session and related laws and Governor's Executive Orders;
- C. The Parties agree such purposes may continue beyond the expiration date provided for in the Agreement; and
- D. The Parties are willing to extend the Agreement for a limited period in order to include any such additional period.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Fourth Addendum, the ISO and the CDWR agree as follows:

- 1. Extension. The term set forth in Paragraph 7 of the Agreement shall be extended until August 1, 2001.
- 2. Purposes. The Purposes of the Agreement shall also include the purpose of implementing AB1X and related laws and Governor's Executive Orders.
- 3. No Other Changes. No other amendment, change or modification of the Agreement shall be construed by this Fourth Addendum.
- 4. Counterparts. This Fourth Addendum may be executed in two or more counterparts, all of which shall be considered one and the same.

**IN WITNESS WHEREOF**, the parties have executed this Fourth Addendum to the Agreement as of the date set forth above.

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

By: Terry M. Winter  
Name: Terry M. Winter  
Title: President and CEO  
Date: June 11, 2001

CALIFORNIA DEPARTMENT OF WATER RESOURCES:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**FOURTH ADDENDUM TO THE  
CONFIDENTIALITY, NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT**

This fourth addendum to the Confidentiality, Non-Disclosure and Use of Information Agreement ("Agreement") made and entered into as of the 24th day of January, 2001 by and between California Independent System Operator Corporation ("ISO") and the California Department of Water Resources (CDWR), (collectively "Parties") is hereby made and entered into as of June 1, 2001 by the Parties ("Fourth Addendum").

**WHEREAS:**

- A. The Parties entered into the Agreement for the purposes set forth therein;
- B. The Parties desire to extend the Agreement also for the purpose of implementing state law AB1X of the First Extraordinary Session and related laws and Governor's Executive Orders;
- C. The Parties agree such purposes may continue beyond the expiration date provided for in the Agreement; and
- D. The Parties are willing to extend the Agreement for a limited period in order to include any such additional period.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Fourth Addendum, the ISO and the CDWR agree as follows:

- 1. Extension. The term set forth in Paragraph 7 of the Agreement shall be extended until August 1, 2001.
- 2. Purposes. The Purposes of the Agreement shall also include the purpose of implementing AB1X and related laws and Governor's Executive Orders.
- 3. No Other Changes. No other amendment, change or modification of the Agreement shall be construed by this Fourth Addendum.
- 4. Counterparts. This Fourth Addendum may be executed in two or more counterparts, all of which shall be considered one and the same.

**IN WITNESS WHEREOF**, the parties have executed this Fourth Addendum to the Agreement as of the date set forth above.

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**CALIFORNIA DEPARTMENT OF WATER RESOURCES:**

By: Susan N. Weber  
Name: Susan N. Weber  
Title: Chief Counsel  
Date: June 11, 2001

INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND  
USE OF INFORMATION AGREEMENT

The Undersigned, TERRY SACK (print or type name), employed or retained by the Department of Water Resources, hereby acknowledges that he or she has received a copy of the Confidentiality, Non-Disclosure And Use of Information Agreement dated January 24, 2001 between the California Independent System Operator Corporation and the California Department of Water Resources, a copy of which is attached hereto as Attachment 1 and as may be extended pursuant to paragraph 7. The undersigned hereby acknowledges that he or she: (a) has read the Agreement, (b) understands the provisions of the Agreement relating to confidentiality, (c) understands that he or she is a Receiving Party as defined in the Agreement, (d) understands the importance of maintaining the confidentiality of Confidential Information (as defined in the Agreement), and (e) agrees not to possess, distribute, sell, dispense, use, or be under the influence of, alcohol or illegal drugs during working hours or at any time while on ISO property,. In consideration thereof, the undersigned agrees to be bound by all of the provisions of the Agreement.

Dated: 2/2/01

Terry M Sack  
Signature

ATTACHMENT A

INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND  
USE OF INFORMATION AGREEMENT

The Undersigned, Howard Mellow (print or type name), employed or retained by the Department of Water Resources, hereby acknowledges that he or she has received a copy of the Confidentiality, Non-Disclosure And Use of Information Agreement dated January 24, 2001 between the California Independent System Operator Corporation and the California Department of Water Resources, a copy of which is attached hereto as Attachment 1 and as may be extended pursuant to paragraph 7. The undersigned hereby acknowledges that he or she: (a) has read the Agreement, (b) understands the provisions of the Agreement relating to confidentiality, (c) understands that he or she is a Receiving Party as defined in the Agreement, (d) understands the importance of maintaining the confidentiality of Confidential Information (as defined in the Agreement), and (e) agrees not to possess, distribute, sell, dispense, use, or be under the influence of, alcohol or illegal drugs during working hours or at any time while on ISO property,. In consideration thereof, the undersigned agrees to be bound by all of the provisions of the Agreement.

Dated: 2/02/01

  
\_\_\_\_\_  
Signature

ATTACHMENT A

INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND  
USE OF INFORMATION AGREEMENT

The Undersigned, Michael Brown (print or type name), employed or retained by the Department of Water Resources, hereby acknowledges that he or she has received a copy of the Confidentiality, Non-Disclosure And Use of Information Agreement dated January 24, 2001 between the California Independent System Operator Corporation and the California Department of Water Resources, a copy of which is attached hereto as Attachment 1 and as may be extended pursuant to paragraph 7. The undersigned hereby acknowledges that he or she: (a) has read the Agreement, (b) understands the provisions of the Agreement relating to confidentiality, (c) understands that he or she is a Receiving Party as defined in the Agreement, (d) understands the importance of maintaining the confidentiality of Confidential Information (as defined in the Agreement), and (e) agrees not to possess, distribute, sell, dispense, use, or be under the influence of, alcohol or illegal drugs during working hours or at any time while on ISO property,. In consideration thereof, the undersigned agrees to be bound by all of the provisions of the Agreement.

Dated: 2/5/01

Mike W. Brown  
Signature

ATTACHMENT A

INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND  
USE OF INFORMATION AGREEMENT

The Undersigned, Robert Lanini (print or type name), employed or retained by the Department of Water Resources, hereby acknowledges that he or she has received a copy of the Confidentiality, Non-Disclosure And Use of Information Agreement dated January 24, 2001 between the California Independent System Operator Corporation and the California Department of Water Resources, a copy of which is attached hereto as Attachment 1 and as may be extended pursuant to paragraph 7. The undersigned hereby acknowledges that he or she: (a) has read the Agreement, (b) understands the provisions of the Agreement relating to confidentiality, (c) understands that he or she is a Receiving Party as defined in the Agreement, (d) understands the importance of maintaining the confidentiality of Confidential Information (as defined in the Agreement), and (e) agrees not to possess, distribute, sell, dispense, use, or be under the influence of, alcohol or illegal drugs during working hours or at any time while on ISO property,. In consideration thereof, the undersigned agrees to be bound by all of the provisions of the Agreement.

Dated: 2-2-01

Robert Lanini

Signature

ATTACHMENT A

INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND  
USE OF INFORMATION AGREEMENT

The Undersigned, ROBERT HUSS (print or type name), employed or retained by the Department of Water Resources, hereby acknowledges that he or she has received a copy of the Confidentiality, Non-Disclosure And Use of Information Agreement dated January 24, 2001 between the California Independent System Operator Corporation and the California Department of Water Resources, a copy of which is attached hereto as Attachment 1 and as may be extended pursuant to paragraph 7. The undersigned hereby acknowledges that he or she: (a) has read the Agreement, (b) understands the provisions of the Agreement relating to confidentiality, (c) understands that he or she is a Receiving Party as defined in the Agreement, (d) understands the importance of maintaining the confidentiality of Confidential Information (as defined in the Agreement), and (e) agrees not to possess, distribute, sell, dispense, use, or be under the influence of, alcohol or illegal drugs during working hours or at any time while on ISO property,. In consideration thereof, the undersigned agrees to be bound by all of the provisions of the Agreement.

Dated: 2-5-01

  
\_\_\_\_\_  
Signature

ATTACHMENT A

INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND  
USE OF INFORMATION AGREEMENT

The Undersigned, Glenn Solberg (print or type name), employed or retained by the Department of Water Resources, hereby acknowledges that he or she has received a copy of the Confidentiality, Non-Disclosure And Use of Information Agreement dated January 24, 2001 between the California Independent System Operator Corporation and the California Department of Water Resources, a copy of which is attached hereto as Attachment 1 and as may be extended pursuant to paragraph 7. The undersigned hereby acknowledges that he or she: (a) has read the Agreement, (b) understands the provisions of the Agreement relating to confidentiality, (c) understands that he or she is a Receiving Party as defined in the Agreement, (d) understands the importance of maintaining the confidentiality of Confidential Information (as defined in the Agreement), and (e) agrees not to possess, distribute, sell, dispense, use, or be under the influence of, alcohol or illegal drugs during working hours or at any time while on ISO property,. In consideration thereof, the undersigned agrees to be bound by all of the provisions of the Agreement.

Dated: Feb 04, 2001

  
Signature

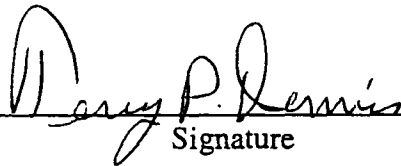


ATTACHMENT A

INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND  
USE OF INFORMATION AGREEMENT

The Undersigned, \_\_\_\_\_ (print or type name), employed or retained by the Department of Water Resources, hereby acknowledges that he or she has received a copy of the Confidentiality, Non-Disclosure And Use of Information Agreement dated January 24, 2001 between the California Independent System Operator Corporation and the California Department of Water Resources, a copy of which is attached hereto as Attachment 1 and as may be extended pursuant to paragraph 7. The undersigned hereby acknowledges that he or she: (a) has read the Agreement, (b) understands the provisions of the Agreement relating to confidentiality, (c) understands that he or she is a Receiving Party as defined in the Agreement, (d) understands the importance of maintaining the confidentiality of Confidential Information (as defined in the Agreement), and (e) agrees not to possess, distribute, sell, dispense, use, or be under the influence of, alcohol or illegal drugs during working hours or at any time while on ISO property,. In consideration thereof, the undersigned agrees to be bound by all of the provisions of the Agreement.

Dated: 4-2-01

  
\_\_\_\_\_  
Signature