Protected Data (Market Modeling Data & Intertie Flow Information*)
Non-Disclosure Agreement and Application Access Request Submission Instructions

Eligible entities must enter into the Protected Data Non-Disclosure Agreement (MMD NDA) to gain access to the ISO’s market modeling data application, which includes market modeling data and intertie flow information* (see Exhibit B for eligibility requirements). This document contains instructions for: (1) entering into a new MMD NDA, (2) establishing a User Access Administrator (UAA), (3) requesting application access, and (4) adding/removing users under an existing MMD NDA.

* PLEASE NOTE: For access to Intertie Flow Information, in addition to the ISO’s MMD NDA, eligible entities must be signatories to the Peak Reliability Universal Data Sharing Agreement, dated July 1, 2016. Contact Peak Reliability directly with questions about how to become a signatory to this agreement.

(1) Entering into a new Non-Disclosure Agreement

MMD NDA format and signature:
- The MMD NDA date space at the top of page 1 must be left blank. The ISO will fill in the effective date upon ISO execution of the agreement. The full legal name of the entity must be typed or written clearly. Please do not use abbreviations or acronyms.
- Contact information for the Requesting Entity’s contact for notices must be typed or written clearly on page 3 of the MMD NDA.
- The MMD NDA must be signed and dated by an individual who is authorized to enter the entity into an agreement (generally a Director or above).

Exhibit A:
An Exhibit A must be completed and signed by each individual employee of the Requesting Entity who is seeking access to the application.
- The MMD NDA date space must be left blank. The ISO will fill in the effective date of the agreement upon ISO execution.
- The employee’s name, employer, contact information, and signature date must be typed or written clearly. Failure to provide all requested information will result in processing delays.

Exhibit B:
An Exhibit B must be completed in its entirety by the Requesting Entity to facilitate the ISO’s confirmation of the Requesting Entity’s identity and eligibility.
- The MMD NDA date space must be left blank. The ISO will fill in the effective date of the agreement upon ISO execution.
- Exhibit B must be signed and dated by an individual who is authorized to enter the entity into an agreement.

Exhibit C:
An Exhibit C must be completed in its entirety by the Requesting Entity if the entity is a Consulting Entity.
- The MMD NDA date space must be left blank. The ISO will fill in the effective date of the agreement upon ISO execution.
• Consulting Entities are eligible only to the extent that they provide consultancy services to an eligible entity. Exhibit C must disclose the **full name** of each eligible entity to which the Consulting Entity is providing consultancy services. **Each eligible entity must also enter into the MMD NDA.**

• Exhibit C must be signed and dated by an individual who is authorized to enter the entity into an agreement.

**WECC Confidentiality Agreement:**
If the Requesting Entity does not already have an approved WECC Confidentiality Agreement with WECC, the Requesting Entity must enter into the WECC Confidentiality Agreement. The form is attached to these instructions. Submit the completed form to CAISONDA@caiso.com for submission to WECC.

Please submit all completed and signed forms to:
California ISO, Legal Department  
ATTN: CAISO NDA  
250 Outcropping Way, Folsom, CA 95630  
Email: CAISONDA@caiso.com

(2) **Establishing a User Access Administrator**

The Requesting Entity **must establish a User Access Administrator (UAA)** if the entity does not already have one. **ONLY the UAA is authorized to submit** an Application Access Request Form on behalf of the entity. To establish a UAA, the Requesting Entity must read the UAA Requirements and complete and submit a UAA establishment form. Upon approval, the Requesting Entity’s UAA will receive an email instructing them to register their new certificate, followed by a second email instructing them to download their certificate.

(3) **Requesting Application Access**

Once the MMD NDA has been approved, a UAA has been established, and the UAA has registered and downloaded their certificate, the UAA must complete and submit a User Application Access Request Form (AARF) requesting access to either (1) market modeling data only, or (2) market modeling data and intertie flow information* for individuals who have executed an Exhibit A. The AARF is for requesting a digital certificate for access to the **ISO Market Participant Portal** and relevant applications. Please note that it can take up to 10 business days for access to be provisioned. Additional instructions regarding access requests are located [here](#). The Application Access web page is located [here](#).

(4) **Adding/Removing Users under an existing NDA**

If a Requesting Entity has already entered into an MMD NDA:

- **To add an employee:** New users must read the existing MMD NDA and execute an Exhibit A. The Exhibit A (first paragraph) must reference the effective date of the existing MMD NDA. The UAA must then (1) submit the Exhibit A to caisonda@caiso.com for processing and approval; (2) upon approval, log in to the ISO’s Access and Identity Management (AIM) application and create a new user, and (3) submit a User Application Access Request Form (AARF) requesting access for the new user.

- **To remove an employee:** The UAA must (1) notify caisonda@caiso.com of the change; and (2) log in to the AIM application, click on the users tab, then click the profile button of the user and in the pop-up window press the revoke button. This will revoke all access the employee has to our systems, including the employee’s certificates.
This WECC Confidentiality Agreement ("Agreement") is being entered into by ____________________________ ("Data Recipient") and is effective as of the date agreed to by Data Recipient. Data Recipient agrees to the following terms and conditions pertaining to the use of any Non-Public Information received from WECC:

1. **Non-Public Information**: Non-Public Information shall include any and all information Data Recipient receives from WECC, including, but not limited to, information received through a login to the WECC website, which:
   
a. Is designated as “Confidential Information” or “Transmission Function Information,” or is otherwise considered non-public, under the WECC Information Sharing Policy or is identified as non-public by WECC at the time it is provided to Data Recipient; or
   
   
c. For the purposes of this Agreement, Non-Public Information shall not include:
      
i. Information that is or becomes available in the public domain through no fault or action of the Data Recipient.
      
ii. Information that is acquired by Data Recipient from a source other than WECC in a manner which is not otherwise subject to confidentiality restrictions.
      
iii. Information which Data Recipient has received permission to disclose from the owner of the information.

2. **Treatment of Non-Public Information**: Data Recipient agrees to treat Non-Public Information in accordance with the following terms:
   
a. Data Recipient will take all necessary precautions to maintain the confidentiality of the Non-Public Information and to prevent unauthorized access to it.
   
b. Data Recipient will not make available, disclose, provide or communicate Non-Public Information to any entity or individual, except to:
      
i. Employees of Data Recipient who agree to maintain the confidentiality of the Non-Public Information and who need the Non-Public Information for performance of a job function, subject to the limitation on Transmission Function Information below.
      
ii. WECC staff (employees, contractors and Board directors);
      
iii. The owner or submitter of the Non-Public Information if the owner or submitter of the Non-Public Information is someone other than WECC; or
      
iv. Entities or individuals whom WECC has allowed to sign a copy of this Agreement and whom WECC has authorized to receive the specific Non-Public Information Data Recipient seeks to disclose.
   
c. Notwithstanding anything to the contrary herein, Data Recipient may disclose Non-Public Information to a governmental authority as required by law, provided that:
i. Data Recipient notifies WECC as soon as reasonably possible of the required disclosure;

ii. Data Recipient does not disclose the Non-Public Information until WECC has had a reasonable opportunity to respond to the required disclosure; and

iii. Data Recipient cooperates with WECC as reasonably requested by WECC to protect WECC’s interests in the Non-Public Information.

d. If Data Recipient is an entity subject to state or federal freedom of information laws or an employee of such an entity, Data Recipient certifies that the Non-Public Information is eligible for restriction from public disclosure and agrees:

i. That it will restrict the Non-Public Information from public disclosure;

ii. To notify WECC as soon as reasonably possible of any request for the Non-Public Information;

iii. Not to disclose the Non-Public Information until WECC has had a reasonable opportunity to respond to the request; and

iv. To cooperate with WECC as reasonably requested by WECC to protect WECC’s interests in the Non-Public Information.

3. Transmission Function Information: Data Recipient agrees to the following terms applicable to Transmission Function Information as identified in the WECC Information Sharing Policy and as defined by the FERC Standards of Conduct:

a. Data Recipient agrees not to provide or disclose any non-public Transmission Function Information that it may receive from WECC to any Market Function Employee as defined in the FERC Standards of Conduct, regardless of whether the Market Function Employee has signed a copy of this Agreement.

4. Disclaimer and Limitations

a. Data Recipient acknowledges and agrees that:

i. Neither WECC nor any owner or submittter of the Non-Public Information makes any representation or warranty as to the completeness, accuracy, relevance, or usability of the Non-Public Information;

ii. There is no obligation on the part of WECC or any owner or submittter of the Non-Public Information to supplement, update, or correct any Non-Public Information, even if the Non-Public Information is supplemented, updated, or corrected for other purposes; and

iii. All Non-Public Information made available to Data Recipient is made available AS IS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED.

5. Changes in Employment: The following terms shall apply if Data Recipient is an individual.

a. If at any time during the term of this Agreement Data Recipient ceases to be employed by his or her then current employer, Data Recipient agrees to notify WECC and agrees to discontinue accessing Non-Public Information through the WECC website unless and until otherwise notified by WECC in writing.

b. If at any time during the term of this Agreement Data Recipient has a change in job responsibilities such that Data Recipient becomes a Market Function Employee, Data Recipient agrees to notify
WECC and agrees to discontinue accessing Non-Public Information through the WECC website unless and until otherwise notified by WECC in writing.

6. **Term and Termination:** This Agreement shall continue in effect until terminated. This Agreement may be terminated by WECC or Data Recipient at any time for cause or convenience at that party’s sole discretion.
   a. Upon any termination of this Agreement, Data Recipient shall return to WECC all Non-Public Information in Data Recipient’s possession or destroy all Non-Public Information in Data Recipient’s possession and certify to WECC in writing that all Non-Public Information has been returned or destroyed.
   b. Upon any termination of this Agreement, WECC will revoke Data Recipient’s access to all Non-Public Information, including, but not limited to, access to Non-Public Information made available through a login to the WECC website.

7. **Miscellaneous Terms:** Data Recipient further agrees to the following terms:
   a. This Agreement shall be for the sole benefit of WECC and the owner or submitter of the Non-Public Information. This Agreement shall be fully enforceable by WECC and any entity or individual whose Non-Public Information is not treated in accordance with this Agreement.
   b. If any term, provision, covenant, or condition of this Agreement is held by a body of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect. In such an event, then in lieu of each clause or provision that is illegal, invalid or unenforceable, there will be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

IN WITNESS HEREOF, Data Recipient enters into this Agreement voluntarily, wishing to be legally bound.

**DATA RECIPIENT**

Signature: __________________________

Printed: __________________________

Title: __________________________

Date: __________________________

Email: __________________________