

**Transmission Planning Data (TPP)
Non-Disclosure Agreement and Application Access Request Submission Instructions**

Eligible entities must enter into the [TPP Non-Disclosure Agreement](#) (NDA) to gain access to the ISO's transmission planning application (see ¶1 of NDA for eligibility requirements). This document contains instructions for: **(1)** entering into a *new* TPP NDA, **(2)** establishing a User Access Administrator, **(3)** requesting application access, and **(4)** adding/removing users under an *existing* TPP NDA.

(1) Entering into a new Non-Disclosure Agreement

TPP NDA format and signature:

- The TPP **NDA date space at the top of page 1 must be left blank**. The ISO will fill in the date upon ISO execution of the agreement. This will be the effective date of the agreement.
- The applicable eligibility paragraph must be checked on page 1, ¶1 (i.e., 1(a) - 1(e)).
- Contact information for the Requesting Entity's contact for notices must be typed or written clearly on page 3 of the TPP NDA.
- The TPP 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 TPP **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, previous name(s), marketer/non-marketer status, 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 TPP **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 TPP **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 TPP 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 [User Access Administrator Establishment and Requirements](#) and complete and submit a [User Access Administrator Agreement](#). 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 TPP 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 the transmission planning application 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 requests for digital access are located [here](#). The Application Access web page is located [here](#). Additional information regarding Transmission Planning is located [here](#).

(4) Adding/Removing Users under an existing NDA

This section applies if a Requesting Entity has already entered into a TPP NDA and simply needs to add or remove an employee.

- **To add an employee:** New users must read the Requesting Entity's existing TPP NDA and execute an Exhibit A. The Exhibit A (first paragraph) **must reference the effective date of the existing TPP NDA**. The Requesting Entity's 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.

WECC Confidentiality Agreement

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
 - b. Otherwise meets the definition of Confidential Information as set forth in Section 1500 of the Rules of Procedure of the North American Electric Reliability Corporation (“NERC”) or the definition of Transmission Function Information as set forth in the Federal Energy Regulatory Commission (“FERC”) Standards of Conduct.
 - 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 submitter 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 submitter 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: _____