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March 25, 2004

The Honorable Magalie Roman Salas
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

**Re: California Independent System Operator Corporation
Docket Nos. ER03-218-____, ER03-219-____,
and EC03-81-____
Compliance Filing**

Dear Secretary Salas:

In compliance with the Commission's "Order Granting and Denying Rehearing and Conditionally Accepting Compliance Filing and Granting Motion to Withdraw Elements of the Compliance Filing," issued in the captioned dockets on November 17, 2003, 105 FERC ¶ 61,207 ("November 17 Order") and pursuant to Section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, the California Independent System Operator Corporation ("ISO"), respectfully submits for filing an amendment to the Transmission Control Agreement ("TCA") among the ISO and Participating Transmission Owners ("Participating TOs").¹ The current Participating TOs are Pacific Gas and Electric Company ("PG&E"), San Diego Gas & Electric Company ("SDG&E"), Southern California Edison Company ("Edison"), the City of Vernon ("Vernon"), and the Cities of Anaheim, Azusa, Banning, and Riverside, California (the "Southern Cities").²

¹ Capitalized terms not otherwise defined herein are defined in the Master Definitions Supplement, Appendix A to the ISO Tariff.

² Trans-Elect NTD Path 15, LLC ("Trans-Elect") has applied to become a Participating TO, but in the ISO's filing containing a proposed amendment to the TCA submitted on August 15, 2003 in Docket No. ER03-1217-000, the ISO requested that Trans-Elect's Participating TO status not be effective until a time to be determined after January 1, 2004. The Commission accepted the ISO's filing by letter order issued October 14, 2003. The ISO has not yet provided notice that

This filing: (1) revises Sections 3.4.8 and 4.2.4 of the TCA, and (2) provides the "Screening Procedures for Access to ISO Register of Transmission Facilities and Entitlements" ("Screening Procedures") along with an associated "Non-Disclosure and Use of Information Agreement" ("Non-Disclosure Agreement").

I. BACKGROUND

The TCA is the agreement among the ISO and Participating TOs that establishes the terms and conditions under which Transmission Owners place certain transmission facilities, recognizing Entitlements, under the ISO's Operational Control, thereby becoming Participating TOs. The TCA describes how the ISO and each Participating TO will discharge its respective duties and responsibilities with respect to the operation of those facilities, recognizing Entitlements.

In an order issued May 2, 2003 in the captioned dockets, 103 FERC ¶ 61,113 ("May 2 Order"), the Commission, reversing an order issued earlier in the year, pre-authorized the Southern Cities to withdraw their transmission facilities, recognizing Entitlements, from the ISO's Operational Control in the limited circumstances when an impending or actual tax action creates a risk that the tax-exempt status of the Southern Cities' financing may be lost. November 17 Order at P 1. In the November 17 Order, the Commission directed the ISO to revise Section 3.4 of the TCA so that it states the ISO will make a filing pursuant to Section 205 of the FPA in the event of a withdrawal of a non-public utility from the ISO, and will modify the TCA and the ISO Tariff accordingly, in order to adjust the ISO's rates as necessary to reflect the non-public utility's withdrawal from the ISO. *Id.* at P 18. The Commission also directed the ISO to revise Section 4.2.4 of the TCA so that it provides that the screening procedures for the ISO Register of transmission facilities and Entitlements ("ISO Register") will be filed with the Commission, and stated that at the time the screening procedures are filed, interested parties may comment on them. *Id.* at P 21. The Commission required the ISO to file the revisions to Section 4.2.4 within ten days from the day they are finalized. *Id.* at Ordering Paragraph (B).³ The revisions to the section were finalized on March 24, 2004.

Trans-Elect is almost to the point of becoming a Participating TO. Consequently, this amendment to the TCA is not submitted on behalf of Trans-Elect.

³ The Commission did not appear to specify a date for submitting the revisions to Section 3.4 of the TCA, but the ISO believes it is permissible to submit them contemporaneously with the revisions to Section 4.2.4 of the TCA.

II. REVISIONS TO THE TCA AND PROVISION OF THE SCREENING PROCEDURES AND THE NON-DISCLOSURE AGREEMENT

Section 3.4.8 of the TCA is revised to provide that, following the relinquishment by the ISO of Operational Control of facilities, recognizing Entitlements, of a non-public utility in accordance with Section 3.4 of the TCA, the ISO will promptly prepare the necessary changes to the TCA and to the ISO Tariff (if any), make a filing pursuant to Section 205 of the FPA, and take whatever other regulatory action, if any, that is required to properly reflect the "Withdrawal for Tax Reasons" as that term is described in Section 3.4 of the TCA. Section 4.2.4 of the TCA is revised to provide that the ISO will make the ISO Register information for a given Participating TO available to that same Participating TO available on WEnet or a secure ISO-maintained internet website, and that the ISO will provide a copy of the ISO Register information to other entities that can demonstrate a legitimate need for the information in accordance with screening procedures posted on the ISO Home Page and filed with the Commission.

In addition, with regard to the revisions to Section 4.2.4 of the TCA, the ISO provides its Screening Procedures and associated Non-Disclosure Agreement. The ISO will include the Screening Procedures and Non-Disclosure Agreement in its procedures and post them on the ISO Home Page on March 25, 2004, the proposed effective date for the revisions to the TCA.

III. EFFECTIVE DATE

The ISO requests that the changes described in this filing be permitted to go into effect today, March 25, 2004. The ISO respectfully requests a waiver of Section 205(d) of the FPA, which would require the changes to go into effect no earlier than 60 days after they are filed. In the November 17 Order, the Commission did not specify an effective date for the changes, but granting the waiver requested herein will allow the ISO to implement them immediately. No harm will result to any entity from the March 25, 2004 effective date, and the changes do not result in any increase in rates or charges. Granting the requested waiver, therefore, is appropriate.

IV. AGREEMENT OF THE PARTICIPATING TOs NOT REQUIRED

The Participating TOs have been provided an opportunity to review and have not objected to the Screening Procedures and associated Non-Disclosure Agreement contained in this filing. Moreover, because this is a compliance filing, the contents of the revised sections of the TCA contained herein have not been submitted to the Participating TOs for their execution.

V. COMMUNICATIONS

Communications regarding this filing should be addressed to the following individuals, whose names should be placed on the official service list established by the Secretary with respect to this submittal:

John Anders*
Deborah A. Le Vine⁴
The California Independent
System Operator Corporation
151 Blue Ravine Road
Folsom, CA 95630
Tel: (916) 608-7287
Fax: (916) 608-7296

David B. Rubin*
Bradley R. Miliuskas
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W.
Suite 300
Washington, D.C. 20007
Tel: (202) 424-7500
Fax: (202) 424-7643

* Individuals designated for service pursuant to Rule 203(b)(3),
18 C.F.R. § 385.203(b)(3).

VI. ATTACHMENTS

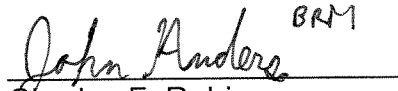
The following documents, in addition to this transmittal letter, support this filing:

Attachment A	Revised TCA sheets
Attachment B	Black-lined TCA sheets showing proposed changes
Attachment C	The Screening Procedures
Attachment D	The Non-Disclosure Agreement
Attachment E	A form notice of filing, suitable for publication in the Federal Register (also provided in electronic format)

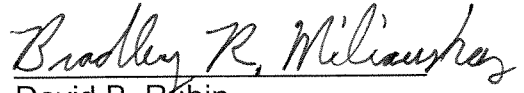
⁴ In addition to Mr. Anders and Mr. Rubin, the ISO respectfully requests that Ms. Le Vine be included on the official service list for this proceeding. Mr. Anders and Ms. Le Vine work in separate buildings, and it would be of significant assistance to the ISO if both were included on the list.

Two extra copies of this filing are also enclosed. Please stamp these with the date and time filed and return them to the messenger. Please feel free to contact the undersigned if you have any questions concerning this matter.

Respectfully submitted,



Charles F. Robinson
General Counsel
John Anders
Corporate Counsel
The California Independent
System Operator Corporation
151 Blue Ravine Road
Folsom, CA 95630



David B. Rubin
Bradley R. Miliauskas
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W.
Suite 300
Washington, D.C. 20007

Counsel for the California Independent System Operator Corporation

ATTACHMENT A

Tax Exempt Participating TO. If the ISO or a Tax Exempt Participating TO who has provided a notice of Withdrawal for Tax Reasons desires an alternate date from the date provided in Sections 3.4.3(i) through 3.4.3(v)(1) for the ISO to relinquish Operational Control over the affected transmission lines, associated facilities or Entitlements to such Tax Exempt Participating TO, such party promptly shall give written notice to the other, and each agrees to negotiate in good faith, for a reasonable period of time, to determine whether or not they can reach mutual agreement for such an alternate date; provided, however, such good faith negotiations are not required to be conducted during the five days preceding the date provided in Sections 3.4.3(i) through 3.4.3(v)(1) for the ISO to relinquish Operational Control over the affected transmission lines, associated facilities or Entitlements.

3.4.6 Procedures to Relinquish Operational Control. The ISO shall implement a procedure jointly developed by all Parties to relinquish Operational Control over the affected transmission lines, associated facilities, or Entitlements as provided in this Section 3.4.

3.4.7 Right to Rescind Notice of Withdrawal for Tax Reasons. At any time up to two days prior to the ISO's relinquishment to the Tax Exempt Participating TO of Operational Control over the affected transmission lines, associated facilities or Entitlements, a Tax Exempt Participating TO may rescind its notice of Withdrawal for Tax Reasons by providing written notice thereof to all other Parties, and such notice shall be effective upon receipt by the ISO.

3.4.8 Amendment of Agreement. Following the relinquishment by the

ISO of Operational Control of facilities, recognizing Entitlements, of a non-public utility in accordance with this Section 3.4, the ISO promptly shall prepare the necessary

changes to this Agreement and to the ISO Tariff (if any), make a filing with FERC pursuant to Section 205 of the FPA, and take whatever other regulatory action, if any, that is required to properly reflect the Withdrawal for Tax Reasons.

3.4.9 Provision of Information by ISO. To assist Tax Exempt Participating TOs in identifying at the earliest opportunity Impending Adverse Tax Actions or Actual Adverse Tax Actions, the ISO promptly shall provide to Participating TOs any non-confidential information regarding any ISO plans, actions or operating protocols that the ISO believes might adversely affect the tax-exempt status of any Tax Exempt Debt issued by, or for the benefit of, a Tax Exempt Participating TO.

3.4.10 Publication of Notices. The ISO shall inform the public through WEnet or the ISO internet website of all notices received under this Section 3.4.

4. TRANSFER OF OPERATIONAL CONTROL

4.1. TO Facilities and Rights Provided to the ISO.

4.1.1 ISO Controlled Grid. Subject to Section 4.1.2 and the treatment of Existing Contracts under Sections 2.4.3 and 2.4.4 of the ISO Tariff and subject to the applicable interconnection, integration, exchange, operating, joint ownership and joint participation agreements, each Participating TO shall place under the ISO's Operational Control the transmission lines and associated facilities forming part of the transmission network that it owns or to which it has Entitlements. The Initial Transmission Owners identified in Section 2.1.1 shall be deemed to have placed such transmission lines and associated facilities under the ISO's Operational Control as of the date the CPUC or its delegate declares to be the start date for direct access pursuant to CPUC Decisions 97-

that an ISO Register change cannot be implemented due to (a) lack of clarity or necessary information, or (b) conflict between the revised rating and applicable contractual, regulatory or legal requirements including operating considerations, or other conflict with the terms of this Agreement. In such event, the ISO promptly will communicate to the Participating TO the reason that the ISO cannot implement the ISO Register change and will work with the Participating TO in an attempt to resolve promptly the concerns leading to the ISO's refusal to implement an ISO Register change. The ISO consent required with respect to a sale, assignment, release, transfer or other disposition of transmission lines, associated facilities or Entitlements as provided in Section 4.4 hereof shall not be withheld by the ISO as a result of an ISO determination that an ISO Register change cannot be implemented pursuant to this Section 4.2.3.

4.2.4 **Publication.** The ISO shall make the ISO Register information for a given Participating TO available to that same Participating TO on WEnet or a secure ISO-maintained internet website. The ISO will provide a copy of the ISO Register information to other entities that can demonstrate a legitimate need for the information in accordance with screening procedures posted on the ISO Home Page and filed with FERC.

4.2.5 **Duty to Maintain Records.** The ISO shall maintain the ISO Register in a form that conveniently shows the entities responsible for operating, maintaining and controlling the transmission lines and associated facilities forming part of the ISO Controlled Grid at any time and the periods during which they were so responsible.

ATTACHMENT B

3.4.8 **Amendment of Agreement.** Following the relinquishment by the ISO of Operational Control of facilities, recognizing Entitlements, of a non-public utility in accordance with this Section 3.4, the ISO promptly shall prepare the necessary changes to this Agreement and to the ISO Tariff (if any), make a filing pursuant to Section 205 of the FPA, submit the changes to the Participating TOs for execution and take whatever other regulatory action, if any, that is required to properly reflect the Withdrawal for Tax Reasons.

* * *

4.2.4 **Publication.** The ISO shall make the ISO Register information for a given Participating TO available to the that same Participating TOs on WEnet or a secure ISO-maintained internet website. The ISO will provide a copy of the ISO Register information to other entities that can demonstrate a legitimate need for the information in accordance with screening procedures to be posted on the ISO Home Page and filed with FERC.

ATTACHMENT C

**SCREENING PROCEDURES FOR ACCESS
TO
ISO REGISTER OF TRANSMISSION FACILITIES AND ENTITLEMENTS**

In accordance with the Federal Energy Regulatory Commission (FERC) order issued on January 24, 2003 (as modified on February 14, 2003) in Docket No. ER03-219, the California ISO will provide limited access to the ISO Register of transmission facilities and Entitlements (**RTFE**) to market participants with a demonstrated, legitimate business need for such access in accordance with the following screening procedures. Consistent with FERC Order Nos. 630-A and 643, RTFE information is treated as critical energy infrastructure information (CEII).

1. Eligible Classes of Entities:

In order to be eligible to request and, subject to approval, obtain access to RTFE information, an entity must (a) demonstrate adequate control procedures to ensure security of the information within the requesting entity's organization and facility, (b) identify a legitimate business need and valid use of the information, and (c) be a member of one of the following classes of entities:

- Participating Transmission Owner (PTO) which, in the case of transmission system information other than that regarding its own transmission facilities, demonstrates a legitimate business need for such information;
- Scheduling Coordinator that demonstrates a legitimate business need for ISO transmission system information;
- Participating Generator or Participating Load or prospective Participating Generator or prospective Participating Load that demonstrates a legitimate business need for ISO transmission system information for use in planning or developing a Generating Unit or Curtailable Demand;
- Transmission Owner or prospective Transmission Owner that demonstrates a legitimate business need for ISO transmission system information for use in planning or development of a transmission line;
- Electric or natural gas utility that demonstrates a legitimate business need for ISO transmission system information for use in planning or development of either Distribution System facilities or Generating Units, which are to be located within the ISO Control Area or directly connected to the ISO Controlled Grid;

- Party to a legal or regulatory proceeding in which ISO transmission system information is material to the proceeding, subject to the terms of any Protective Order in such proceeding; or
- ISO market participant that demonstrates a legitimate commercial business need for ISO transmission system information.

2. Requesting Access to RTFE Information:

Requests for access to RTFE information must be made by letter to: ISO Account Manager - RTFE Information, ISO Client Relations Department, California Independent System Operator Corporation, 151 Blue Ravine Road, Folsom, California 95630. E-mail requests to an ISO Account Manager will only be considered if (a) the e-mail request is acknowledged by return e-mail message from the ISO Account Manager, (b) the required non-disclosure agreement has previously been mailed to and received by the ISO, and (c) none of the items listed below are missing. Complete requests must include the following information:

- Show title of request as "Request for Access to ISO Register of Transmission Facilities and Entitlements;"
- Name (including any other name(s) which the requester has used and the dates the requester used such name(s)), date and place of birth, driver's license number and issuing state, title, organization, street address, and telephone number of the employee making the request for the eligible requesting entity;
- In addition, name (including any other name(s) which the requester has used and the dates the requester used such name(s)), date and place of birth, driver's license number and issuing state, title, organization, street address, and telephone number of the agent when an otherwise ineligible agent makes the request for the eligible requesting entity;
- Identification of the eligible class of entities of which the requesting entity is a member;
- Detailed description of the requesting entity's legitimate business need for and valid use of the RTFE information. **Do not include market sensitive information unless otherwise in accordance with FERC Order No. 2004 Final Rule.**¹ Show requesting entity is capable of making valid use of RTFE information. Identify the requesting entity's business transaction

¹ Market sensitive information includes information not otherwise available to the general public without restriction that, if shared by a transmission provider "transmission function" and a market, merchant, or energy affiliate function, would violate the standards of conduct in FERC Order No. 2004.

with the ISO or other organization that makes access to this RTFE information necessary;

- Detailed and specific list of RTFE information requested (PTO, transmission line name, substation name, voltage class, geographic area, etc.);
- Name, title, organization, street address, telephone number, and e-mail address of the person to whom the RTFE information is to be sent by the ISO if the request is approved;
- Identification whether the authorized recipient of the RTFE information is (a) an employee of the eligible requesting entity or (b) an otherwise ineligible agent of the eligible requesting entity;
- Executed non-disclosure agreement in the form provided by the ISO, showing original signature(s); and
- Description of adequate control procedures to ensure the security of RTFE information within the requesting entity's organization and facility.

PTO requests for the PTO's own RTFE information are exempt from the requirements of this Section 2 and are instead addressed in Section 5.

3. ISO Initial Screening and Review of Requests for Access to RTFE Information:

The ISO Client Relations Department will perform the initial screening, copy the ISO RTFE administrator (Operations Engineering & Maintenance Department), and jointly review the request for limited access to RTFE information. The ISO Client Relations and Operations Engineering & Maintenance Departments will make an initial determination as to whether the requesting entity is a member of an eligible class of entities and whether the information requested is needed for a legitimate business purpose.

4. ISO and PTO Approval of Request for Access to RTFE Information:

If the ISO determines that a requesting entity is a member of an eligible class of entities and needs RTFE information for a legitimate business purpose, the ISO RTFE administrator will notify the affected PTO RTFE administrator within seven (7) Calendar Days after ISO Client Relations Department receipt of the complete request. The notification will include all request detail and will indicate the ISO's intent to approve the request for access to RTFE information. If the PTO RTFE administrator also approves the request, or if the PTO RTFE administrator fails to notify the ISO RTFE administrator of its approval or disapproval of the request within seven (7) Calendar Days after PTO RTFE administrator receipt of the

ISO's transmittal of the request for the PTO's review, the ISO RTFE administrator will notify the ISO Client Relations Department representative, who will inform the requesting entity in writing of the approval of the request.

As described in Section 6 of this procedure, RTFE information will not be released to a requesting entity if the PTO RTFE administrator objects to the request within seven (7) Calendar Days after PTO RTFE administrator receipt from the ISO of the complete request.

5. PTO Direct Access to Own RTFE Information:

PTO personnel designated by their PTO RTFE administrator will have direct access through a secure ISO maintained website to only that PTO's RTFE information. This type of direct access will be available at all times for the safe and reliable operation of the PTO's transmission system. When the designated PTO RTFE administrator submits a request for a new user for that PTO to the ISO RTFE administrator, a secure certificate will be issued to the new PTO user by the ISO ISS Operations Group and appropriate log-in information will be issued to the new PTO user by the ISO RTFE administrator within fifteen (15) Calendar Days after receipt of the PTO request. Referring to Section 10 of this procedure, a PTO is not required to return to the ISO the original or copies of the PTO's own RTFE information. A PTO will not be provided direct access to any information other than that same PTO's RTFE information. Access by one PTO to RTFE for another PTO will follow the procedure outlined in Sections 1 through 4, not through this direct access procedure.

6. Denial of Request for Access to RTFE Information:

If either the ISO or the PTO RTFE administrator determines that a requesting entity is not a member of an eligible class of entities or has not demonstrated a need for RTFE information for a legitimate business purpose, the ISO will deny the request for access to RTFE information. The ISO Client Relations Department representative will inform the requesting entity, or its agent if requested through an agent, in writing of the reason for the denial of the request with a copy to the PTO RTFE administrator. The denial-of-access notice to the requesting entity, or its agent if requested through an agent, will be made as appropriate either (a) within seven (7) Calendar Days after ISO receipt of a request or (b) if the request is not denied as a result of the ISO initial screening and review process, within ten (10) Calendar Days after PTO RTFE administrator receipt of the request notice from the ISO as described in Section 4 of this screening procedure.

If the ISO determines that a requesting entity is not a member of an eligible class of entities, does not need RTFE information for a legitimate business purpose, or the request is not complete, the ISO RTFE administrator will notify the affected PTO RTFE administrator within seven (7) Calendar Days after ISO Client

Relations Department receipt of the request. The notification will include all request detail and, if so determined, will indicate the ISO's intent to not approve the request for access to RTFE information.

7. Conditions of Provision of Access to RTFE Information:

Granting of limited access to the RTFE information will be conditioned upon the requesting entity entering into the required non-disclosure agreement. If the access to RTFE information is to be provided to an agent of the requesting entity, both the requesting entity and the agent must enter into the required non-disclosure agreement. The required non-disclosure agreement will limit use of the RTFE to a particular proceeding or for the purpose stated in the request, as appropriate, involving or undertaken by the requesting entity. In addition, a time limit will be imposed on access to and use of RTFE information, such time limit being the earliest of (a) the requesting entity no longer needs the information, (b) the duration of a particular proceeding, if applicable and as identified in the request, or (c) five years from the date of RTFE information access. The required non-disclosure agreement will also require that within seven (7) Calendar Days after the end of the relevant time period, the requesting entity shall immediately (a) return to the ISO Client Relations Department the original RTFE information, including all computer-readable storage media if provided by the ISO, (b) destroy all RTFE information directly or indirectly extracted from the storage media, or provide all such information to the ISO Client Relations Department, and (c) provide written confirmation to the ISO Client Relations Department that all RTFE information was destroyed or returned to the ISO.

8. Provision of Access to RTFE Information:

Upon ISO and PTO approval of a request for limited access to RTFE information and upon the effectiveness of the required non-disclosure agreement, the ISO Client Relations Department will (a) first obtain the approved RTFE information on computer-readable storage media (currently a compact optical disk (CD)) from the ISO RTFE administrator and then (b) transmit the approved RTFE information storage media to the authorized recipient designated by the requesting entity. To the extent approved by the ISO and the affected PTO, RTFE information will be provided within thirty (30) Calendar Days after ISO Client Relations Department receipt of the complete request, including the executed non-disclosure agreement.

9. Dispute Resolution:

The requesting entity, the PTO, and the ISO shall make reasonable efforts to settle all disputes arising out of or in connection with this ISO Register access procedure. In the event any dispute involving the ISO and this procedure is not

settled, the requesting entity, the PTO, and the ISO shall follow the ADR Procedures in Section 13 of the ISO Tariff.

10. Disposition of RTFE Information:

Consistent with the time limits described in Section 7 of this procedure, the requesting entity shall immediately (a) return to the ISO Client Relations Department the original RTFE information, including the storage media if provided by the ISO, (b) destroy all RTFE information directly or indirectly extracted from the storage media, or provide all such information to the ISO Client Relations Department, and (c) provide written confirmation to the ISO Client Relations Department that all RTFE information was destroyed or returned to the ISO.

ATTACHMENT D

NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT

This Non-Disclosure and Use of Information Agreement ("Agreement") is made and entered into as of this ____ day of _____ by the California Independent System Operator Corporation ("ISO") and _____ (the "Receiving Party").

WHEREAS, the Receiving Party has requested a copy of certain information maintained by the ISO in the ISO Register, which is restricted in accordance with the Federal Energy Regulatory Commission ("FERC") order issued on January 24, 2003 (as modified on February 14, 2003) in Docket No. ER03-219, and which information ("Confidential Information"), consistent with FERC Order Nos. 630-A and 643, shall be treated as critical energy infrastructure information ("CEII"), and will thereby be privy to information of one or more Participating Transmission Owners deemed to be proprietary and confidential; and

WHEREAS, the ISO is willing to provide such materials to the Receiving Party under suitable contractual limits and protection concerning the disclosure and use of the Data.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the Receiving Party agrees as follows:

1. Purpose, Scope and Definition. The purpose of this Agreement is to permit the Receiving Party to review and use Confidential Information disclosed by the ISO, solely in connection with the Receiving Party's legitimate business need and valid use of the Confidential Information and status as an eligible entity set forth in the completed and approved form of the screening procedures for access to ISO Register of Transmission Facilities and Entitlements (RTFE). Confidential Information that may be included in portions of documents, records and other material forms or representations by the Receiving Party shall remain subject to the terms of this Agreement.
2. Non-Disclosure. Subject to Paragraph 4 below, the Receiving Party shall keep Confidential Information in strict confidence and shall not disclose such information or otherwise make it available, in any form or manner, to any other person or entity (a "third party") other than its employees, consultants and attorneys without the prior written consent of the ISO. The Receiving Party will cause each of its consultants and attorneys who will have access to Confidential Information to acknowledge that they have read this Agreement and agree to abide by all of its terms regarding use and disclosure of Confidential Information by execution of Exhibit A. To the extent the Receiving Party is obligated to disclose Confidential Information in a regulatory or adjudicatory process, such disclosure shall be subject to an appropriate protective order and the Confidential Information shall be identified as "Protected Materials" and marked on each page and on computer-readable storage media with the following label: "Contains Critical Energy Infrastructure Information – Do Not Release."
3. Use of Confidential Information. The Receiving Party shall use Confidential Information received hereunder only for the purpose(s) identified and specifically described in the Receiving Party's RTFE approved request.
4. Exceptions to Non-Disclosure. Notwithstanding Paragraph 2 above, the Receiving Party 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.

Section 4 shall not apply to previously public information that was removed from public access following the September 11, 2001 terrorist attacks and FERC's policy statement issued on October 11, 2001 in Docket No. PL02-1-000.

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, the Receiving Party shall notify the ISO and the affected Participating Transmission Owner (s) immediately upon receipt. The Receiving Party shall not be in violation of this Agreement if it complies with an order of such court or governmental authority to disclose Confidential Information, after the ISO or the affected Participating Transmission Owner either has been notified such that there was reasonable opportunity to seek to maintain the confidentiality of such information or has notified the Receiving Party in writing that it will take no action to maintain such confidentiality.

6. Term. This Agreement shall remain in effect until the earlier of: (i) the date upon which it is no longer needed in relation to the purpose identified in Paragraph 1; or (ii) five years has passed since the date first written above. Termination shall not extinguish any claim, liability or cause of action under this Agreement existing at the time of termination.

7. Provisions Surviving Termination. The provisions of Paragraphs 2, 3, 4, and 5 shall survive the termination of this Agreement for a period of five (5) years; provided, however, if the Receiving Party fails to comply with Paragraph 8, these provisions shall remain in effect until the obligations in Paragraph 8 have been satisfied. The provisions of Paragraph 8 shall continue after termination until satisfied.

8. Return or Destruction of Confidential Information. Upon termination of this Agreement, all Confidential Information in the possession or control of the Receiving Party, including its employees, consultants and attorneys, shall be returned to ISO within seven (7) Calendar Days, including all copies of such information in any form whatsoever, unless otherwise instructed in writing by both the ISO

and the affected Participating Transmission Owner. In lieu of return, the Receiving Party may certify to the ISO in writing that all such information, in any form whatsoever, has been destroyed.

9. 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 Receiving Party, the ISO, and the affected Participating Transmission Owner(s), and shall be delivered in person or sent by certified mail, postage prepaid, or by overnight delivery:

Receiving Party:

ISO:

ISO Account Manager - RTFE Information
Client Relations Department
California Independent System Operator Corporation
151 Blue Ravine Road
Folsom, CA 95630

Participating Transmission Owner:

Pacific Gas and Electric Company

Participating Transmission Owner:

Southern California Edison Company

Participating Transmission Owner:

San Diego Gas & Electric Company

(b) Changed Representatives and Addresses.

The Receiving Party, the ISO, or a Participating Transmission Owner entitled to receive notice in accordance with this Agreement may from time to time change its representative or address for the purpose of notices to the Receiving Party, the ISO, or the affected Participating Transmission Owner(s) 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 Receiving Party, the ISO, and the Participating Transmission Owner(s) 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, or by overnight delivery; 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 Receiving Party and the ISO 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 Receiving Party, the ISO, and the affected Participating Transmission Owner(s). 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 the Receiving Party, the ISO, the Participating Transmission Owners, or any 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. The Receiving Party shall not be entitled to rely on the accuracy, completeness or quality of Confidential Information, even for the purpose stated in Paragraph 1.

THE DATA IS UNSUPPORTED, PROVIDED "AS-IS" AND COMES WITH NO WARRANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE OR THAT IT IS NON-INFRINGEMENT. ISO DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO THE RECEIVING PARTY'S USE OF THE DATA AND THE RECEIVING PARTY SHALL HAVE NO CLAIM AGAINST ISO OR PARTICIPATING TRANSMISSION OWNER UNDER THIS AGREEMENT.

12. Injunctive Relief. The Receiving Party agrees that, in addition to whatever other remedies may be available to the ISO under applicable law, the ISO shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by the Receiving Party or any third party. The Receiving Party shall bear all costs and expenses, including reasonable attorneys' fees that may be incurred by the ISO in enforcing the provisions of this paragraph.

13. Receiving Party. The Receiving Party agrees to comply in all respects with any governmental laws, orders or other restrictions which may be imposed from time to time by the government of the United States ("Export Laws") to assure that Confidential Information nor any direct product thereof are (i) exported, directly or indirectly, in violation of the Export Laws, or (ii) are intended to be used for any purposes prohibited by the Export Laws, including without limitation, nuclear, chemical or biological weapons proliferation. The Receiving Party certifies that it will not transfer or export any product, process or service that is a direct product of Confidential Information.

14. Governing Law. This Agreement is made in the State of California and shall be governed by and interpreted in accordance with its laws.

15. Assignment. This Agreement shall be binding upon the Receiving Party, the ISO, their successors, and their assigns. The Receiving Party shall not assign this Agreement without the prior written consent of the ISO.

16. Construction Of Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against the ISO, but shall be construed in the manner that most accurately reflects the intent of the Receiving Party and the ISO as of the date of this Agreement.

17. Third Party Beneficiaries. Each Participating Transmission Owner identified in Paragraph 9(a) of this Agreement shall be an express third party beneficiary of the ISO's rights under this Agreement with regard to Confidential Information in which it has a proprietary interest. No other third party beneficiaries, either express or implied, are created by this Agreement.

18. Signature Authority. The person signing below warrants that he or she has been duly authorized to execute this Agreement on behalf of the Receiving Party.

IN WITNESS WHEREOF, the Receiving Party has executed this Agreement as of the date set forth above.

RECEIVING PARTY:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

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

I, the undersigned, _____ (print or type name), in privity of contract with the Receiving Party, hereby acknowledges that I have received a copy of the Non-Disclosure and Use of Information Agreement dated _____ between the California Independent System Operator Corporation and the Receiving Party designated therein ("Agreement"). I hereby certify that I have read the Agreement and understand that access to Confidential Information (as defined in the Agreement) is provided to me pursuant to the terms and restrictions of the Agreement. I certify that I understand the importance of maintaining the confidentiality of the Confidential Information, the provisions of the Agreement relating to such confidentiality, and the limitations on the use of Confidential Information and I agree to be bound by all of the provisions of the Agreement.

Dated: _____

ATTACHMENT E

