



## CEII NON-DISCLOSURE AGREEMENT

This CEII Non-Disclosure Agreement ("Agreement") is entered into between Avista Corporation ("Avista") and \_\_\_\_\_ ("Requester").

Requester (i) represents and warrants that it is an entity eligible to receive Critical Energy Infrastructure Information (as determined by Avista by using the criteria for CEII, as defined in 18 C.F.R. § 388.113) ("CEII") and has, as contemplated by the Commission, a legitimate interest in and legitimate need for CEII from Avista, (ii) represents and warrants that Requester will use any CEII received from Avista only for the purposes for which the Commission has required its disclosure, and (iii) specifically agrees and acknowledges as follows:

(1) Requester shall use any CEII received from Avista only for the following purposes: \_\_\_\_\_

Requester shall only share such CEII with its employees, subcontractors and agents who need to know such information for such purposes and who have agreed, for the benefit of Avista, to be bound (in the same manner as Requester) by the terms of this Agreement.

(2) Requester shall take reasonable steps to protect any CEII received from Avista (but in any event steps that are no less rigorous than Requester would use to protect its own confidential information), to ensure that neither Requester nor any person or entity who receives such CEII directly or indirectly from Requester distributes such CEII further except as permitted pursuant to item (1) above, or uses such CEII for any purpose other than for the purposes specified in item (1) above.

(3) Requester shall destroy any CEII received from Avista and in Requester's possession if and at such time when such CEII is no longer needed for the purposes specified in item (1) above, when Requester is not an entity eligible to receive CEII, when Avista has determined that access by Requester to CEII is to be denied pursuant to item (5) below, or when such CEII has been superseded or has become obsolete. Upon request by Avista, Requester shall certify to Avista that such destruction has occurred.

**(4) Avista makes NO WARRANTY, express or implied, including, but not limited to, any implied warranty concerning the accuracy (or completeness) of any CEII received from Avista or the fitness of such CEII for any particular purpose. Without limiting the generality of the foregoing, any CEII received from Avista is subject to change without notice and is made available under this Agreement "AS IS," with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy.**

(5) Requester shall provide to Avista such documentation and evidence as Avista may request from time to time regarding Requester's identity, qualification as an entity eligible to receive CEII from Avista, and legitimate interest in and legitimate need

for receiving CEII from Avista. Avista may deny Requester access to any CEII from Avista if Avista at any time determines that Requester is not an entity eligible to receive CEII from Avista, does not have a legitimate interest in and legitimate need for CEII from Avista, that Requester has failed to provide to Avista such documentation and evidence requested by Avista pursuant to this item (5), or that Requester has failed to enter into and abide by this Agreement; *provided*, that nothing in this Agreement shall excuse Avista from providing access to Requester to CEII pursuant to a specific order by the Commission to provide such access to such CEII to Requester following any such denial by Avista of access by Requester to such CEII.

(6) This Agreement sets forth the terms upon which Requester may receive CEII from Avista, but nothing in this Agreement shall create any obligation of Avista to provide any CEII. Without limiting the generality of the foregoing, it is specifically agreed that (i) nothing in this Agreement shall entitle Requester to receive any Avista Proprietary Data, (ii) Avista may condition any disclosure of Avista Proprietary Data upon Requester's entering into a Avista Proprietary Data non-disclosure agreement with Avista, and (iii) nothing in this Agreement or any Proprietary Data non-disclosure agreement with Requester shall obligate Avista to make any disclosure to Requester of any information that Avista is otherwise legally obligated not to disclose. As used in this item (6), "Avista Proprietary Data" means any (i) non-public or confidential trade secrets, commercial or financial information or other information of Avista, whether of a technical, business or other nature, or (ii) information that has been made available to Avista by any third person or entity that Avista is obligated to keep non-public or confidential.

(7) This Agreement sets forth the entire agreement of Avista and Requester with respect to the subject of this Agreement and may only be modified or amended by writing hereafter signed by both parties. Each party represents that its signatory below is authorized to enter into this Agreement on behalf of such party.

**Requester:**

**Avista Corporation:**

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print Name)

Name \_\_\_\_\_  
(Print Name)

Title \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_