

**CRITICAL ENERGY / ELECTRIC INFRASTRUCTURE INFORMATION
NON-DISCLOSURE AGREEMENT**

1. These provisions govern the use of Alaska Energy Authority (AEA) Critical Energy / Electric Infrastructure Information (CEII) by a Recipient.
2. **Definitions.** For purposes of these provisions:
 - The term "CEII Coordination Committee" refers to the AEA officials designated as the CEII Coordination Committee, with authority to make determinations with respect to requests for CEII and make determination as to whether particular information fits within the definition of CEII.
 - The term "Non-Disclosure Agreement" mean this agreement by which requesters certify their understanding that access to CEII is provided pursuant to the terms and restrictions of these provisions, and that such requesters have read the provisions and agree to be bound by them.
 - The term "Recipient" means an individual who is approved to receive CEII.
3. **NDA Required.** A Requester shall not inspect or gain access to CEII unless the Requester has first executed this Non-Disclosure Agreement.
4. **Disclosure Prohibited.** Recipient shall not disclose CEII except to another authorized Recipient of the identical CEII. Recipient may consult with the CEII Coordination Committee to determine whether another individual is an authorized Recipient of the identical CEII.
5. **Derivatives of CEII.** Recipient may use CEII as the foundation for advice, decisions and/or analysis that is provided to others, but Recipient shall not disclose CEII to another individual unless that individual is an authorized Recipient of the identical CEII. Recipient may make notes of CEII, which shall be treated as CEII if they contain CEII. Recipient may make copies of CEII, but such copies become CEII and subject to these same restrictions and procedures.
6. **Limited Use of CEII.** Recipient shall only use CEII for the purpose for which it was requested and shall not use CEII for an illegal or illegitimate purpose.
7. **Protection of Information.** Recipient shall maintain all CEII in a secure place in a manner that prevents unauthorized access. Recipient agrees to employ reasonable efforts to keep in confidence and prevent the disclosure of CEII. Recipient shall exercise the same degree of care to guard against disclosure or use of CEII as the Recipient employs with respect to its own protected information of like importance, but in no event less than reasonable care.
8. **Termination.** Any information provided to Recipient under this agreement is on loan to the Recipient. Recipient's access will be terminated upon the earlier of (a) the date designated by the CEII Coordination Committee at the time access is granted and (b) any

other date identified at any time by the CEII Coordination Committee as needed to protect the CEII. Within fifteen days of termination, Recipient shall return or destroy all CEII and, if requested by the CEII Coordination Committee, shall submit to the CEII Coordination Committee an affidavit stating that, to the best of their knowledge, all CEII has been destroyed or returned.

9. **CEII Contact Information.** Contact information for the CEII Coordination Committee

CEII Coordination Committee
813 West Northern Lights Boulevard
Anchorage, AK 99501
1 (888) 300-8534
info@akenergyauthority.org

10. **After Termination.** The Recipient is obligated to protect the CEII, even after the designation period has lapsed, until the CEII Coordination Committee determines that information should no longer be designated as CEII. The CEII Coordination Committee may audit the Recipient's compliance with the Non-Disclosure Agreement.
11. **Reporting Unauthorized Disclosures.** The Recipient is required to promptly report all unauthorized disclosures of CEII to the CEII Coordination Committee.
12. **Obligations, Rights, Representations, and Warranties.** This Non-Disclosure Agreement shall not be construed to obligate the AEA to disclose CEII to the Recipient. The disclosure of CEII hereunder shall not be construed as granting any right of use or ownership in the CEII. Nor shall such disclosure constitute any representation, warranty, assurance, guarantee or inducement by the AEA with respect to infringement of patents or rights of third parties. No warranty or representation as to the accuracy, completeness or technical or scientific quality of any information or suitability for the Recipient's intended use is provided herein. Without restricting the generality of the foregoing, the AEA makes no representation or warranty as to the merchantability or fitness for a particular purpose of any confidential information disclosed hereunder.
13. **Choice of Law and Jurisdiction.** This Agreement shall be construed in all respects in accordance with, and any dispute arising hereunder shall be governed by and enforced in accordance with the laws of the State of Alaska, without regard to its principles of conflicts of laws. By signing this Agreement, both Parties agree to be subject to the laws and jurisdiction of the Third Judicial District of the State of Alaska, and further agree that Anchorage, Alaska is the appropriate venue for any dispute arising from this Agreement.
14. **Export.** Recipient shall not export directly or indirectly any CEII or products received or the direct product of such CEII except in compliance with the applicable export control laws and regulations of the United States and any foreign country, including obtaining any necessary licenses or approvals.

15. **Violations.** Violation of the Non-Disclosure Agreement may result in sanctions against the Recipient.

I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of this Non-Disclosure Agreement, that I have been given a copy of and have read the above provisions, and that I agree to be bound by them. I understand that the contents of the CEII, any notes or other memoranda, or any other form of information that copies or discloses CEII shall not be disclosed to anyone other than another person who has been granted access to these same materials by the CEII Coordination Committee. I acknowledge that a violation of this agreement may result in sanctions, including suspension of my ability to make future requests for CEII.

Requester:

Name (Printed):

Signature:

Date:

Title:

Email:

Phone:

Affiliation: