



In order for El Paso Electric Company (EPE) to process your request, completely fill out this registration form, download, sign, scan and email file to System.Planning@epelectric.com. After submittal of this documents an EPE agent will contact you. Each individual that wishes to view or access EPE Base Case Data must fill out a registration form and execute a non-disclosure agreement.

I. APPLICANT’S INFORMATION

Applicant’s First Name: *	<input type="text"/>
Applicant’s Last Name: *	<input type="text"/>
Applicant’s Organization Name: *	<input type="text"/>
Name of Organization’s Parent Company, if applicable	<input type="text"/>
Applicant’s Job Title: *	<input type="text"/>
Applicant’s Phone Number: *	<input type="text"/>
Applicant’s Email: *	<input type="text"/>
Applicant’s Country: *	<input type="checkbox"/> US <input type="checkbox"/> Non-US <input type="text"/>
Applicant’s Street Address 1: *	<input type="text"/>
	Street address, P.O. box, company name, c/o
Applicant’s Street Address 2:	<input type="text"/>
	Apartment, suite, unit, building, floor, etc.
Applicant’s City: *	<input type="text"/>
Applicant’s State: *	<input type="text"/>
Applicant’s Zip: *	<input type="text"/>
Is the Applicant an Interconnection Customer? (Select Yes or No) *	<input type="checkbox"/> Yes <input type="checkbox"/> No

If Applicant is not the Interconnection Customer, provide the Interconnection Customer Details in **Section II** below. Otherwise, skip to Section III.

If Applicant is not the Interconnection Customer, describe Applicant’s Relationship to Interconnection Customer:

Note: Applicant may be required to provide his/her date and place of birth, upon request.





II. INTERCONNECTION CUSTOMER (IC) INFORMATION

IC Organization Name:	<input type="text"/>
IC Organization's Parent Company Name, if applicable	<input type="text"/>
IC Contact's First Name:	<input type="text"/>
IC Contact's Last Name:	<input type="text"/>
IC Contact's Job Title:	<input type="text"/>
IC Contact's Phone Number:	<input type="text"/>
IC Contact's Email:	<input type="text"/>
IC Contact's Country:	<input type="checkbox"/> US <input type="checkbox"/> Non-US <input type="text"/>
IC Contact's Street Address 1:	<input type="text"/> <small>Street address, P.O. box, company name, c/o</small>
IC Contact's Street Address 2:	<input type="text"/> <small>Apartment, suite, unit, building, floor, etc.</small>
IC Contact's City:	<input type="text"/>
IC Contact's State:	<input type="text"/>
IC Contact's ZIP Code:	<input type="text"/>

Does the Requester attest that it represents the IC for a specific purpose necessitating the request to access the data being requested? * : Yes No

III. NATURE OF THE REQUEST

Identify the specific information requested: *

Purpose for which access is requested? What is the Applicant's need to know? *

IV. NON-DISCLOSURE AGREEMENT FOR RELEASE OF LGIP BASE CASE DATA

El Paso Electric Company requires all persons requesting access to Base Case Data, as defined in the Large Generator Interconnection Procedures, to execute this Non-Disclosure Agreement and to abide by its terms and restrictions. Each individual requiring access to this data shall execute this Non-Disclosure Agreement.

I. This Non-Disclosure Agreement (“NDA”) is being entered into by the Recipient identified below, who has requested access from El Paso Electric Company (“EPE”) to Base Case Data for use in Generator Interconnection Studies, as defined in the EPE Large Generator Interconnection Procedures (“LGIP”) for the sole purpose of participating in EPE’s LGIP as an Interconnection Customer (or as agent on behalf of an identified Interconnection Customer). Access to Base Case Data may contain Non-Public Information, as defined below, the provision and use of which are protected by the terms and conditions of this NDA.

II. This NDA is effective as of the date executed by both Parties and shall be effective for a term of six (6) months.

III. For purposes of this NDA, Base Case Data is considered Non-Public Information, and includes a. Critical Energy/Electric Infrastructure Information (“CEII”) and other information concerning “Critical Electric Infrastructure” or “Critical Infrastructure” as such terms are defined by the Federal Energy Regulatory Commission (“FERC”) pursuant to 18 C.F.R. § 388.113(c) as may be amended or recodified from time to time. FERC defines CEII as specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that (1) relates details about the production, generation, transmission, or distribution of energy; (2) could be useful to a person in planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act; and (4) gives strategic information beyond the location of the critical infrastructure.

IV. Recipient is not engaged in the following activities: the sale for resale in interstate commerce, or the submission of offers to sell in interstate commerce, of electric energy or capacity, demand response, virtual transactions, or financial or physical transmission rights; except for bundled retail sales, including sales of electric energy made by providers of last resort (“POLRs”) acting in their POLR capacity. Recipient’s signature on this NDA constitutes Recipient’s certification that it is not engaged in such activities.

V. Recipient shall use its best efforts and take all reasonable steps to ensure that Non-Public Information is not disclosed or transmitted to any person or entity; provided, however, that Recipient may discuss Non-Public Information with EPE employees, with the exception of EPE’s Marketing Function Employees as defined in the FERC Standards of Conduct codified in the Code of Federal Regulations. See 18 C.F.R. Part 358.

VI. EPE retains all rights, title and interest in the Non-Public Information disclosed pursuant to this NDA. The grant of access to Recipient of such Non-Public Information shall not be deemed a waiver by EPE of the right to protect the Non-Public Information from public disclosure.

VII. By providing Non-Public Information pursuant to this NDA, EPE makes no warranties or representations as to its accuracy or completeness. In addition, by supplying Non-Public Information, EPE neither obligates itself to provide any other information to the Recipient nor to enter into any further agreements or arrangements with Recipient for any purpose.

VIII. All Non-Public Information obtained by Recipient from EPE shall be maintained by the Recipient in a secure manner that would prevent unauthorized access. Recipient shall use at least the same standard of care to protect Non-Public Information it receives from EPE as it uses to protect its own Non-Public Information from unauthorized disclosure, publication or dissemination.

IX. The grant of authorized access provided for under this NDA remains active for a period to expire six (6) months after the NDA becomes effective under Section II, above, at which point access is deemed terminated and Recipient shall promptly return or promptly destroy all EPE Non-Public Information. In instances in which Recipient destroys (as opposed to returns) EPE Non-Public Information, Recipient shall certify to EPE in writing the date such data destruction occurred. EPE Non-Public Information contained in Recipient’s system backup media as a result of its automatic archiving or backup procedures (such as, for example, email backup tapes) need not be promptly returned to EPE or promptly destroyed by Recipient so long as the backup media are maintained in confidence, are not readily accessible to users, and are overwritten or destroyed in the ordinary course of erasing or re-using those system backup media. In situations that warrant continued access beyond six (6) months, Recipient shall inform EPE’s representative shown in the signature box below so that Recipient and EPE may discuss arrangements for continued access.

X. Any copies the Recipient makes of Non-Public Information will be marked as such, and will be treated as Non-Public Information in the same manner as the original. Recipients may make notes of Non-Public Information; however, such notes shall be treated as Non-Public Information, if they contain Non-Public Information.

XI. Recipient shall promptly notify EPE of any impermissible disclosure or use of Non-Public Information in violation of this NDA.

XII. Recipient acknowledges that a violation of this NDA would cause EPE irreparable injury for which there would be no adequate remedy of law, and that EPE will be entitled to seek immediate injunctive relief prohibiting such violation without the posting of bond or other security, in addition to any other rights and remedies available.

XIII. Recipient agrees that it will not produce or disclose Non-Public Information data. If discovery of Non-Public Information data is pursued against Recipient by another entity, Recipient agrees to protect the Non-Public Information data from discovery through assertion of all available protections and privileges, and Recipient agrees to assert confidentiality and cooperate with EPE in seeking to protect the Non-Public Information from public disclosure by confidentiality agreement, protective order or other reasonable measures. I Recipient will promptly notify EPE in writing of the request for discovery.

XIV. Because the starting point in EPE's development of its base cases may be in cases developed by the Western Electricity Coordinating Council ("WECC"), Recipient must be a permitted reviewer of WECC cases. Recipient must honor confidentiality and non-disclosure obligations owed to WECC associated with securing access to WECC cases, in addition to honoring the confidentiality and non-disclosure obligations imposed on Recipient under this EPE NDA. Recipient represents to EPE that Recipient has executed the WECC Confidentiality Agreement [Confirm that the WECC NDA is titled Confidentiality Agreement and not Non-Disclosure Agreement] that governs access to WECC base case data including power flow cases (from which EPE's power flow cases originate).

IN WITNESS HEREOF, I, the Recipient identified by name and signature below, hereby certify my understanding that access to Non-Public Information is provided to me pursuant to the terms and restrictions of the above provisions, that I have read the provisions, and I agree to be bound by them. I understand that the contents of the Non-Public Information, any notes or other memoranda, or any other form of information that copies or discloses Non-Public Information shall not be disclosed to anyone other than another person who has been granted access by EPE to the same materials, for the same purpose.

ACKNOWLEDGED AND AGREED BY RECEIPIENT:

Signature: _____ Date: _____

Title: _____

Recipient's Company: _____

Please contact System.Planning@epelectric.com if you have any questions regarding this agreement.