

Consideration of Comments

Interpretation of CIP-006-x for Progress Energy (Project 2008-10)

The CIP-006-x for Progress Energy Drafting Team thanks all commenters who submitted comments on the interpretation for CIP-006-x for Progress Energy (Project 2008-10). These standards were posted for a 45-day public comment period from October 12, 2011 through November 21, 2011. Stakeholders were asked to provide feedback on the standards and associated documents through a special electronic comment form. There were 17 sets of comments, including comments from approximately 56 different people from approximately 31 companies representing 8 of the 10 Industry Segments as shown in the table on the following pages.

All comments submitted may be reviewed in their original format on the standard's project page:

http://www.nerc.com/filez/standards/Project2008-10_CIP-006_Interpretation_Progress.html

If you feel that your comment has been overlooked, please let us know immediately. Our goal is to give every comment serious consideration in this process. If you feel there has been an error or omission, you can contact the Vice President of Standards and Training, Herb Schrayshuen, at 404-446-2560 or at herb.schrayshuen@nerc.net. In addition, there is a NERC Reliability Standards Appeals Process.¹

¹ The appeals process is in the Reliability Standards Development Procedures: <http://www.nerc.com/standards/newstandardsprocess.html>.

Index to Questions, Comments, and Responses

- 1. The NERC Board of Trustees indicated that the interpretation process should not be used to address requests for a decision on “how” a reliability standard applies to a registered entity’s particular facts and circumstances. Do you believe this request for an interpretation is asking for clarity on the meaning of a requirement or clarity on the application of a requirement? X
- 2. The NERC Board of Trustees indicated that in deciding whether or not to approve a proposed interpretation, it will use a standard of strict construction and not seek to expand the reach of the standard to correct a perceived gap or deficiency in the standard. Do you believe this interpretation expands the reach of the standard? X
- 3. Do you agree with this interpretation? If not, why not. X
- 4. Are there any other comments you would like to add that haven’t been covered in the previous questions, please add them here. X

The Industry Segments are:

- 1 — Transmission Owners
- 2 — RTOs, ISOs
- 3 — Load-serving Entities
- 4 — Transmission-dependent Utilities
- 5 — Electric Generators
- 6 — Electricity Brokers, Aggregators, and Marketers
- 7 — Large Electricity End Users
- 8 — Small Electricity End Users
- 9 — Federal, State, Provincial Regulatory or other Government Entities
- 10 — Regional Reliability Organizations, Regional Entities

Group/Individual		Commenter	Organization	Registered Ballot Body Segment											
				1	2	3	4	5	6	7	8	9	10		
1.	Group	Emily Pennel	Southwest Power Pool Regional Entity												X
Additional Member Additional Organization Region Segment Selection															
1.			SPP	10											
2.			SPP	10											
3.			SPP	10											
2.	Group	Connie Lowe	Electric Market Policy, Information Technology Risk Management	X		X		X	X						
Additional Member Additional Organization Region Segment Selection															
1.			RFC	1											
2.			SERC	5											
3.			NPCC	5											
4.			MRO	5											

Group/Individual		Commenter	Organization	Registered Ballot Body Segment									
				1	2	3	4	5	6	7	8	9	10
5. Louis Slade		RFC	6										
6. Michael Crowley		SERC	3										
3.	Group	Guy Zito	Northeast Power Coordinating Council										X
Additional Member		Additional Organization		Region	Segment Selection								
1.	Alan Adamson	New York State Reliability Council, LLC		NPCC	10								
2.	Greg Campoli	New York Independent System Operator		NPCC	2								
3.	Sylvain Clermont	Hydro-Quebec TransEnergie		NPCC	1								
4.	Chris de Graffenried	Consolidated Edison Co. of New York, Inc.		NPCC	1								
5.	Gerry Dunbar	Northeast Power Coordinating Council		NPCC	10								
6.	Brian Evans-Mongeon	Utility Services		NPCC	8								
7.	Mike Garton	Dominion Resources Services, Inc.		NPCC	5								
8.	Kathleen Goodman	ISO - New England		NPCC	2								
9.	Chantel Haswell	FPL Group, Inc.			5								
10.	David Kiguel	Hydro One Networks Inc.		NPCC	1								
11.	Michael R. Lombardi	Northeast Utilities		NPCC	1								
12.	Randy Macdonald	New Brunswick Power Transmission		NPCC	9								
13.	Bruce Metruck	New York Power Authority		NPCC	6								
14.	Lee Pedowicz	Northeast Power Coordinating Council		NPCC	10								
15.	Robert Pellegrini	The United Illuminating Company		NPCC	1								
16.	Si-Truc Phan	Hydro-Quebec TransEnergie		NPCC	1								
17.	David Ramkalawan	Ontario Power Generation, Inc.		NPCC	5								
18.	Saurabh Saksena	National Grid		NPCC	1								
19.	Michael Schiavone	National Grid		NPCC	1								
20.	Wayne Sipperly	New York Power Authority		NPCC	5								
21.	Tina Teng	Independent Electricity System Operator		NPCC	2								
22.	Donald Weaver	New Brunswick System Operator		NPCC	2								
23.	Ben Wu	Orange and Rockland Utilities		NPCC	1								
24.	Peter Yost	Consolidated Edison Co. of New York, Inc.		NPCC	3								
4.	Group	Nick Wehner	ACES Power Marketing Standards Collaborators							X			
Additional Member		Additional Organization		Region	Segment Selection								

Group/Individual		Commenter	Organization	Registered Ballot Body Segment																
				1	2	3	4	5	6	7	8	9	10							
1.	James Jones	Arizona Electric Power Cooperative/Southwest Transmission Company	WECC	1, 4, 5																
5.	Group	Steve Diebold	Kansas City Power & Light		X		X		X	X										
Additional Member Additional Organization Region Segment Selection																				
1.	Michael Gammon	KCPL	SPP	1, 3, 5, 6																
2.	Scott Harris	KCPL	SPP	1, 3, 5, 6																
3.	Dean Larson	KCPL	SPP	1, 3, 5, 6																
4.	Bob Beachy	KCPL	SPP	1, 3, 5, 6																
5.	Brett Holland	KCPL	SPP	1, 3, 5, 6																
6.	Individual	Antonio Grayson	Southern Company		X		X		X	X										
7.	Individual	Joe Petaski	Manitoba Hydro		X		X		X	X										
8.	Individual	Michael Falvo	Independent Electricity System Operator			X														
9.	Individual	Michael R. Lombardi	Northeast Utilities		X		X		X											
10.	Individual	Greg Rowland	Duke Energy		X		X		X	X										
11.	Individual	Thad Ness	American Electric Power		X		X		X	X										
12.	Individual	Anthony Jablonski	ReliabilityFirst																	X
13.	Individual	Darryl Curtis	Oncor Electric Delivery Company LLC		X															
14.	Individual	Andrew Z. Pusztai	American Transmission Company, LLC		X															
15.	Individual	Chris Higgins / Forrest Krigbaum & BPA CIP Team	Bonneville Power Administration		X		X		X	X										
16.	Individual	Rebecca Moore Darrah	MISO			X														
17.	Individual	Alice Ireland	Xcel Energy		X		X		X	X										

1. The NERC Board of Trustees indicated that the interpretation process should not be used to address requests for a decision on “how” a reliability standard applies to a registered entity’s particular facts and circumstances. Do you believe this request for an interpretation is asking for clarity on the meaning of a requirement or clarity on the application of a requirement?

Summary Consideration:

Many commenters noted the request for interpretation is asking for clarity on the application of a requirement, while others noted the request for interpretation is asking for clarity on the meaning of a requirement. In general, the Interpretation Drafting Team (“IDT”) agrees the Request for Interpretation (“RFI”) asks in part for clarity on the application of the requirement (“*Progress Energy requests an interpretation as to the applicability of CIP-006-1 R1 to the aspects of the wiring that comprises the ESP*”). The IDT notes, however, that whether the requirement applies requires clarity on the meaning of the requirement (“*It is unclear from the stated requirements the extent ESP wiring external to physical security perimeter must be protected within a six wall boundary*”). The IDT interpreted that “wire” is not part of the definition of “Cyber Asset,” and that CIP-006-3c, R1.1, only applies to Cyber Assets, which provides clarity on the meaning and the application of the requirement.

Organization	Yes or No	Question 1 Comment
Kansas City Power & Light	The request is asking for clarity on the application of a requirement.	In this instance the request is asking for clarity in the application of the requirement, however, the interpretation response involved both the meaning of requirement CIP-002-1, R3 and the application of that meaning with CIP-006-1, R1.1.
<p>Response: Thank you for your response. The IDT agrees the RFI appears to ask, in part, for clarity on the application of the requirement to a particular circumstance; however, the RFI also asks for clarity on the meaning of the requirement.</p>		
ReliabilityFirst	The request is asking for clarity on the application	The last sentence of the Request for Interpretation reads (emphasis added): Progress Energy requests an interpretation as to the applicability of CIP-006-1 R1 to the aspects of the wiring that comprises the ESP. The meaning of the requirement appears to be reasonably clear. Progress

Organization	Yes or No	Question 1 Comment
	of a requirement.	Energy is requesting a determination of how to apply the requirement to a specific situation.
<p>Response: Thank you for your response; the IDT agrees. The IDT agrees the RFI appears to ask, in part, for clarity on the application of the requirement to a particular circumstance; however, the RFI also asks for clarity on the meaning of the requirement.</p>		
Southern Company	The request is asking for clarity on the application of a requirement.	The request specifically asks about the applicability of wiring.
<p>Response: Thank you for your response; the IDT agrees. The IDT agrees the RFI appears to ask, in part, for clarity on the application of the requirement to a particular circumstance; however, the RFI also asks for clarity on the meaning of the requirement.</p>		
Xcel Energy	The request is asking for clarity on the meaning of a requirement.	This request is defining what is considered a Critical Asset and not how to protect the Critical Assets.
<p>Response: Thank you for the comment. The IDT agrees the interpretation provides clarity on the meaning of the requirement by clarifying that wire is not a Cyber Asset.</p>		
Independent Electricity System Operator	The request is asking for clarity on the application	

Organization	Yes or No	Question 1 Comment
	of a requirement.	
Oncor Electric Delivery Company LLC	The request is asking for clarity on the application of a requirement.	
Southwest Power Pool Regional Entity	The request is asking for clarity on the meaning of a requirement.	
Electric Market Policy, Information Technology Risk Management	The request is asking for clarity on the meaning of a requirement.	
Northeast Power Coordinating Council	The request is asking for clarity on the meaning of a requirement.	
ACES Power Marketing Standards Collaborators	The request is asking for clarity on the	

Organization	Yes or No	Question 1 Comment
	meaning of a requirement.	
Manitoba Hydro	The request is asking for clarity on the meaning of a requirement.	
Northeast Utilities	The request is asking for clarity on the meaning of a requirement.	
Duke Energy	The request is asking for clarity on the meaning of a requirement.	
American Electric Power	The request is asking for clarity on the meaning of a requirement.	
American Transmission Company, LLC	The request is asking for clarity on the meaning of a	

Organization	Yes or No	Question 1 Comment
	requirement.	
Bonneville Power Administration		
MISO		

2. The NERC Board of Trustees indicated that in deciding whether or not to approve a proposed interpretation, it will use a standard of strict construction and not seek to expand the reach of the standard to correct a perceived gap or deficiency in the standard. Do you believe this interpretation expands the reach of the standard?

Summary Consideration:

Most balloters agree the interpretation does not expand the reach of the standard. However, one commenter expressed concern that the interpretation restricts the reach of the standard. In general, the IDT does not share this view, and notes that it must follow the guidelines set forth in the Guidelines for Interpretation Drafting Teams (available at: [http://www.nerc.com/files/Guidelines for Interpretation Drafting Teams Approved April 2011.pdf](http://www.nerc.com/files/Guidelines%20for%20Interpretation%20Drafting%20Teams%20Approved%20April%202011.pdf)). The IDT considered the requirement language in the standard as written in order to provide clarity on the meaning of the standard, and the IDT believes that the meaning of the standard informs the proper reach of the standard.

Organization	Yes or No	Question 2 Comment
ReliabilityFirst	The interpretation does not expand the reach of the standard.	However, this interpretation greatly restricts the reach of CIP-006-3c R1.
<p>Response: Thank you for your comment. While the IDT appreciates this concern, it disagrees that the interpretation restricts the reach of the standard. Rather, the purpose of the interpretation is to consider the language as written, within the Guidelines for Interpretation Drafting Teams, and to provide clarity on the meaning of the standard.</p>		
Xcel Energy	The interpretation does not expand the reach of the standard.	The interpretation provided defines more clearly what should be included in the scope of standard.

Organization	Yes or No	Question 2 Comment
<p>Response: Thank you for the comment, The IDT appreciates that its analysis of the language provides clarity.</p>		
<p>Southwest Power Pool Regional Entity</p>	<p>The interpretation does not expand the reach of the standard.</p>	
<p>Electric Market Policy, Information Technology Risk Management</p>	<p>The interpretation does not expand the reach of the standard.</p>	
<p>Northeast Power Coordinating Council</p>	<p>The interpretation does not expand the reach of the standard.</p>	
<p>ACES Power Marketing Standards Collaborators</p>	<p>The interpretation does not expand the reach of the standard.</p>	

Organization	Yes or No	Question 2 Comment
Kansas City Power & Light	The interpretation does not expand the reach of the standard.	
Southern Company	The interpretation does not expand the reach of the standard.	
Manitoba Hydro	The interpretation does not expand the reach of the standard.	
Independent Electricity System Operator	The interpretation does not expand the reach of the standard.	
Northeast Utilities	The interpretation	

Organization	Yes or No	Question 2 Comment
	does not expand the reach of the standard.	
Duke Energy	The interpretation does not expand the reach of the standard.	
American Electric Power	The interpretation does not expand the reach of the standard.	
Oncor Electric Delivery Company LLC	The interpretation does not expand the reach of the standard.	
American Transmission Company, LLC	The interpretation does not expand the reach of the	

Organization	Yes or No	Question 2 Comment
	standard.	
MISO	The interpretation does not expand the reach of the standard.	
Bonneville Power Administration		

3. Do you agree with this interpretation? If not, why not.

Summary Consideration:

By overwhelming majority, most balloters agreed with the IDT's interpretation. However, there were some important minority viewpoints that the team considered. Almost universally, the viewpoints and concerns raised by commenters who did not agree with the interpretation were previously evaluated and considered in some manner during the development of the interpretation. In the responses that follow, and summarized here, the IDT explains the team's conclusions in developing the interpretation and how the team considered the comments. The team appreciated all of the comments and thanks participants for their input.

First, some commenters expressed concern that this interpretation conflicts with the interpretation in Appendix 1 of CIP-006-3c (see clarifying discussion, below, regarding usage of "Appendix 1" v. "Appendix 3" in reference to the interpretation developed by Project 2009-13). The IDT disagrees that this interpretation conflicts with Appendix 1, because there may be other scenarios beyond wiring for which Appendix 1 applies. Appendix 1 and this interpretation address different questions. This interpretation addresses whether wire is a Cyber Asset and Appendix 1 addresses alternative measures to a "six-wall" border for Cyber Assets.

Another commenter was concerned the interpretation would change the way standards are read and weaken the standard, but the IDT notes in its response the distinction between lists separated by "but not limited to" and the definition of "Cyber Asset," which is the subject of this interpretation. Furthermore, the IDT respectfully disagrees the interpretation weakens the standard, because the purpose of the interpretation is to consider the language as written, within the Guidelines for Interpretation Drafting Teams, and to provide clarity on the meaning of the standard.

In response to a comment that wire is a transport medium necessitating classification as a Cyber Asset and that wiring is an essential component of a network, the IDT explains that it respectfully disagrees on the bases that a transport medium is not the same as a communication network (and therefore not a Cyber Asset to which the requirement applies) and that essentiality of a component is not the criteria for application of the requirement in question.

One commenter noted the interpretation incorrectly referenced Appendix 3 of CIP-006-3c, and that the correct reference should be Appendix 1. In its interpretation, the IDT referred to the interpretation developed by Project 2009-13. That interpretation is now posted on the NERC Web site as Appendix 1 of CIP-006-3c; however, the interpretation developed by Project 2009-13 was Appendix 3 in the version of CIP-006-3c that accompanied the information for this project's (Project 2008-10) formal comment and successive ballot period materials. The numbering of the appendices in CIP-006-3c changed in September, 2011 (but not the content). The IDT agrees with the commenter that the reference should be corrected to refer to the latest posted version of CIP-006-3c, which is Appendix 1. Additionally, the IDT believes that it is clear from the context of the interpretation and the comments received that any references to "Appendix 3," both by commenters and the previously-posted version of this interpretation (Project 2008-10), refer to

the interpretation developed by Project 2009-13. In response to the comment, the IDT has changed the reference in the interpretation, which does not affect the substance of the interpretation. For purposes of these responses to comments, the IDT construes references to Appendix 1 and to Appendix 3 as references to the interpretation developed by Project 2009-13. As such, it is using the corrected reference to Appendix 1 in its responses for consistency, even if the commenter references Appendix 3.

Organization	Yes or No	Question 3 Comment
ReliabilityFirst	No	<p>1. This interpretation is in direct conflict with Appendix 3 of CIP-006-3c. If wiring is not considered part of a network, then Appendix 3 of CIP-006-3c is not needed.2. This interpretation changes the way standards are read, and will require every reliability standard to be reviewed and possibly re-written. For example, FAC-008-3 R2.4.1 gives the scope as including, but not limited to, six types of equipment. If this interpretation passes, then FAC-008-3 will be read prescriptively. Any device not specifically listed will be out of scope for the requirement.3. From a cyber security perspective, this interpretation fatally weakens the protections of CIP-006-3c and CIP-005-3a. Running network cable outside of a Physical Security Perimeter without some form of compensating measure is exposing the data from within an ESP to possible compromise and attack.</p>
<p>Response: Thank you for your comments. The IDT discussed and evaluated all of these concerns in its deliberations of developing the interpretation. The following explanations, which correspond with the numbering of your comments, discuss the IDT’s consideration of your concerns:</p> <ol style="list-style-type: none"> 1) The IDT disagrees that this interpretation is in direct conflict with Appendix 1 of CIP-006-3c (See explanation of “Appendix 1” v. “Appendix 3” usage in the Summary Consideration to Question 3, above). There may be other scenarios beyond wiring for which Appendix 1 applies. 2) The IDT respectfully disagrees. In the example given of FAC-008-3, and in many other standards’ requirements, the language includes the phrase, “but not limited to,” which specifically precludes a prescriptive reading of the enumerated items. Furthermore, the IDT is not changing the scope of what is enumerated in determining what is a Cyber Asset; instead, it is clarifying that “wire” is not explicitly included within the meaning of “communication network,” which is enumerated in the language of the definition of “Cyber Asset.” 3) While the IDT appreciates this concern, it disagrees that the interpretation weakens the protections of CIP-006 and CIP-005 		

Organization	Yes or No	Question 3 Comment
<p>because it is not contrary to any requirement to protect data.</p>		
<p>Southwest Power Pool Regional Entity</p>	<p>No</p>	<p>SPP RE does not agree with this interpretation for two reasons. 1. The NERC Glossary defines a Cyber Asset as “Programmable electronic devices and communication networks including hardware, software, and data.” The wire is the transport medium for the data, and data is a cyber asset. CIP-006-3 R1.1 requires data to be protected; to protect the data, the wire must also be protected. 2. Wiring can be viewed as an essential component of the hardware comprising a network, further supporting the need to protect the wiring.</p>
<p>Response: The IDT thanks you for your comments. The IDT considered and evaluated these concerns in its deliberations. The following explanations, which correspond with the numbering of your comments, discuss the IDT’s consideration of your concerns:</p> <p>1. The IDT determined that wire is an underlying component of a Cyber Asset, much like air is the transport medium in a wireless network. However, wire or air itself is not a “communication network” (and therefore not a Cyber Asset), which is not contrary to CIP-006-3c, R1.1’s requirement to protect data.</p> <p>The IDT appreciates this concern, but notes that it is outside the scope of the language of the definition of “Cyber Asset,” and CIP-006-3c, R1.1’s application is limited to Cyber Assets. Power and facilities are also essential components, but whether they are essential is not the criteria for application of CIP-006-3c, R1.1, which is the subject of this interpretation. The purpose of the interpretation is to consider the language as written, within the Guidelines for Interpretation Drafting Teams, and to provide clarity on the meaning of the standard.</p>		
<p>Kansas City Power & Light</p>	<p>No</p>	<p>The question raised by Progress Energy is not clear enough for an appropriate interpretive response. As a result, the interpretive response may be including assumptions that were not stated in the question posed by Progress Energy. At any rate, it is recommended that Progress Energy be afforded the opportunity to resubmit their question with additional information and circumstances regarding the communications mediums leaving the Physical Security Perimeter under consideration.</p>

Organization	Yes or No	Question 3 Comment
<p>Response: The IDT thanks you for your comment, but it disagrees that the request for interpretation is not clear enough for an interpretive response. The IDT believes it has provided clarity to the meaning of the requirement through its analysis.</p>		
Southern Company	Yes	<p>However, the interpretation incorrectly refers to Appendix 3 of CIP-006-3c. The language should be corrected to refer to Appendix 1 of CIP-006-3c.</p>
<p>Response: The IDT thanks you for this comment. In its reference to “Appendix 3,” the IDT referred to the interpretation developed by Project 2009-13. That interpretation is now posted as Appendix 1 of CIP-006-3c; however, the interpretation developed by Project 2009-13 was labeled as Appendix 3 in the version of CIP-006-3c that accompanied the information for this project’s (Project 2008-10) formal comment and successive ballot period materials on the Project 2008-10 project page. The numbering of the appendices in CIP-006-3c changed in September, 2011 (but not the content). The IDT agrees with the commenter that the reference should be corrected to refer to the latest posted version of CIP-006-3c, which is Appendix 1. Additionally, the IDT believes that it is clear from the context of the comments received that references to “Appendix 3,” both by commenters and the previously-posted version of this interpretation (Project 2008-10), refer to the interpretation developed by Project 2009-13. In response, the IDT has changed the reference in the interpretation, which does not affect the substance of the interpretation.</p>		
Electric Market Policy, Information Technology Risk Management	Yes	
Northeast Power Coordinating Council	Yes	
ACES Power Marketing Standards Collaborators	Yes	
Manitoba Hydro	Yes	
Independent Electricity	Yes	

Organization	Yes or No	Question 3 Comment
System Operator		
Northeast Utilities	Yes	
Duke Energy	Yes	
American Electric Power	Yes	
Oncor Electric Delivery Company LLC	Yes	
American Transsmission Company, LLC	Yes	
MISO	Yes	
Xcel Energy	Yes	
Bonneville Power Administration		

4. Are there any other comments you would like to add that haven't been covered in the previous questions, please add them here.

Summary Consideration:

Some commenters expressed concern about the distinction between Appendix 1 of CIP-006-3c and this interpretation (See explanation of “Appendix 1” v. “Appendix 3” usage in reference to Project 2009-13 in the Summary Consideration to Question 3, above). This interpretation is distinct because it only addresses whether wire is a “Cyber Asset.” The IDT notes that, while Appendix 1 may have used “wire” as an example, Appendix 1 applies only upon a determination that something is a Cyber Asset. This interpretation clarifies that wiring is not a Cyber Asset.

One commenter thought the interpretation should have been an initial ballot, but the IDT notes that a successive ballot is appropriate under the current NERC Standard Processes Manual when making a substantive change to the previously-posted interpretation.

Organization	Yes or No	Question 4 Comment
Bonneville Power Administration		BPA thanks you for the opportunity to comment on Project 2008-10 Interpretation of CIP-006-1 R1 for Progress Energy. BPA has no comments or concerns at this time.
Response: Thank you for your participation		
MISO		In general, the Midwest Independent Transmission System Operator (the “MISO”) supports the revised interpretation of CIP-006-1, Requirement R1.1 (the “2008-10 Interpretation”) developed by the CIP Interpretation Drafting Team (the “IDT”). In particular, MISO agrees with the IDT that wiring does not meet the definition of “Cyber Asset” in the NERC Glossary of Terms Used in Reliability Standards and that Requirement R1.1 therefore does not apply to wiring. MISO is concerned, however, that there is an inconsistency between the 2008-10 Interpretation and the interpretation in CIP-006-3c, appendix 3 (“Appendix 3”). Appendix 3 states that “[f]or Electronic Security Perimeter wiring external to a Physical Security Perimeter, the drafting team interprets [] Requirement R1.1 as not limited to measures that are ‘physical in nature’” (emphasis added). This language implies that wiring is subject to Requirement R1.1. The 2008-10 Interpretation, however, states unambiguously that

Organization	Yes or No	Question 4 Comment
		<p>wiring is not a Cyber Asset and is not subject to Requirement R1.1. The IDT is clearly aware of this inconsistency, as it included the following language in the interpretation: This interpretation is limited to whether Requirement R1.1 applies to a particular circumstance (e.g., “wiring”), which makes it distinct from the interpretation in CIP-006-3c, appendix 3. The interpretation in CIP-006-3c, appendix 3c, only applies when a completely enclosed (“six-wall”) border cannot be established for a “Cyber Asset” within an Electronic Security Perimeter (ESP). This limitation of the 2008-10 Interpretation does not, however, resolve the identified inconsistency because Appendix 3 explicitly addresses wiring, which means it is not “distinct” from the 2008-10 Interpretation. Thus, while MISO supports the approval of the 2008-10 Interpretation, MISO also urges the IDT to amend Appendix 3 or otherwise clarify that Appendix 3 does not apply to wiring.</p>
<p>Response: Thank you for your comment. The IDT disagrees that this interpretation is in direct conflict with Appendix 1 of CIP-006-3c (See explanation of “Appendix 1” v. “Appendix 3” usage in reference to Project 2009-13 in the Summary Consideration of Question 3, above). There may be other scenarios beyond wiring for which Appendix 1 applies. The purpose of the interpretation is to consider the language as written, within the Guidelines for Interpretation Drafting Teams, and to provide clarity on the meaning of the standard. The IDT notes that, while Appendix 1 may have used “wire” as an example, Appendix 1 applies only upon a determination that something is a Cyber Asset. This interpretation clarifies that wiring is not a Cyber Asset.</p>		
ReliabilityFirst		<p>This ballot should not be a successive ballot, but rather an initial ballot, as the text of the interpretation has been completely changed.</p>
<p>Response: The IDT thanks you for your comment, but notes that a successive ballot was called for pursuant to the NERC Standards Processes Manual. While the text completely changed, it was a substantive change necessitating a successive ballot.</p>		
Southwest Power Pool Regional Entity		<p>We disagree with the assertion: “This interpretation is limited to whether Requirement R1.1 applies to a particular circumstance (e.g., “wiring”), which makes it distinct from the interpretation in CIP-006-3c, appendix 3. The interpretation in CIP-006-3c, appendix 3, only applies when a completely enclosed (“six-wall”) border cannot be established for a “Cyber Asset” within an Electronic Security Perimeter</p>

Organization	Yes or No	Question 4 Comment
		<p>(ESP).”The interpretation in CIP-006-3C, Appendix 3 is directly applicable to Interpretation of CIP-006-1 Cyber Security - Physical Security of Critical Cyber Assets for Progress Energy. The interpretation found in Appendix 3 does provide for alternative means other than physical protection for instances in which physical protection is not technically feasible. Implementation of those alternative means addresses instances in which data must traverse beyond a traditional “six-wall” boundary.</p>
<p>Response: The IDT thanks you for your comment. This interpretation is distinct because it only addresses whether wire is a “Cyber Asset.” The IDT notes that, while Appendix 1 may have used “wire” as an example, Appendix 1 applies only upon a determination that something is a Cyber Asset. This interpretation clarifies that wiring is not a Cyber Asset. There may be other scenarios beyond wiring for which Appendix 1 applies.</p>		
Southern Company		<p>We would seek guidance or direction on how this interpretation applies to all versions of the approved standards. If this guidance is already available, please include a preamble providing how the interpretation will apply to all approved versions of the CIP-006 standard (i.e. CIP versions 1 through 4).</p>
<p>Response: The IDT thanks you for your question. An approved interpretation will be applied as equally relevant to all prior and subsequent versions of the standard to the extent the language of the relevant requirement language is the same in substance. The IDT anticipates that this interpretation, subject to industry, NERC Board of Trustees, and FERC approval, will be equally applicable to CIP-006, Versions 1 through Version 4 (The IDT notes that Version 4 remains pending as of this response, and its answer here assumes approval as filed by NERC to FERC).</p>		
Electric Market Policy, Information Technology Risk Management		
ACES Power Marketing Standards Collaborators		

Organization	Yes or No	Question 4 Comment
Manitoba Hydro		
Independent Electricity System Operator		
Northeast Utilities		
Duke Energy		
American Electric Power		
Oncor Electric Delivery Company LLC		
American Transmission Company, LLC		
Xcel Energy		

END OF REPORT