

Attachment A – Confidentiality Agreement For NERC Continuing Education Review Panel

CONFIDENTIALITY AGREEMENT FOR NERC Continuing Education Review Panel

This Confidentiality Agreement (“Agreement”), dated as of _____, is between the North American Electric Reliability Corporation (“NERC”), and _____, a Member of the NERC Continuing Education Review Panel (CERP), hereinafter collectively referred to as the “Parties.”

WHEREAS, NERC has formed a CERP, of the Personnel Subcommittee (PS), of the Operating Committee (OC) for the purpose of reviewing, approving, and auditing continuing education courses as meeting the criteria of the NERC Continuing Education Program; and

WHEREAS, in order for the CERP to fulfill its objectives and carry out the Purpose, it is necessary for the CERP to be able to conduct open and unconstrained discussions and to review confidential and/or proprietary training materials,

The Parties hereby agree as follows:

1. The term “CONFIDENTIAL INFORMATION”, as used herein, shall mean all information that the CERP receives in connection with meetings, discussions, on-site visits or other activities in carrying out the Purpose, whether furnished before or after the date of this Agreement, whether tangible or intangible, and in whatever form or medium provided (including, without limitation, oral communications), as well as all information generated by the CERP, training providers, training sponsors, or by either Party or its representatives that contains, reflects or is derived from the CONFIDENTIAL INFORMATION; provided, however, the term CONFIDENTIAL INFORMATION shall not include information which is or becomes generally available to the public other than as a result of acts by the undersigned Parties or anyone to whom the undersigned Parties supply the information.

2. The CERP Member understands and agrees that the CONFIDENTIAL INFORMATION is being made available solely for purposes of the work of the CERP and that the CONFIDENTIAL INFORMATION shall not be disclosed to any person who has not executed this Agreement, except as (i) CONFIDENTIAL INFORMATION may be included in reports and assessments issued by CERP or PS from time to time, or (ii) disclosure may be compelled by law or judicial or regulatory order.

3. The CERP Member understands and agrees that CONFIDENTIAL INFORMATION shall not be used in any manner to further the commercial interests of any person or entity.

4. This Agreement shall be for sole benefit of the parties hereto. This Agreement may be modified or waived only by a separate writing signed by the Parties. If any clause or provision of this Agreement is illegal, or unenforceable, then it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. This Agreement will be governed and construed in accordance with the laws of the State of New Jersey.

4. This Agreement shall have a term of 5 years from the date hereof, except that the obligations of paragraphs 2. and 3. shall continue beyond the end of this agreement.

**NORTH AMERICAN ELECTRIC
RELIABILITY CORPORATION**

By: John Taylor

Date: October 27, 2009

NERC CERP MEMBER

Signature: ___

Printed: _____

Date: _____