

**AGREEMENT BETWEEN CONTROL CENTERS FOR PROTECTING AND
TRANSFERRING REAL TIME ASSESSMENT AND MONITORING DATA**

This Agreement on Communication between Control Centers (hereafter, "Agreement") between Midcontinent Independent System Operator, a Delaware not for profit corporation, located at 720 City Center Drive, Carmel, Indiana, 46032 (hereafter, "MISO" or "Party" or "Functional Entity" or "Responsible Entity"), and _____ a _____ corporation located at _____ (hereafter, "Member" or "Party" or "Functional Entity" or "Responsible Entity"), (collectively, "Parties" or "Responsible Entities" or "Functional Entities"), governs protection of Real-time Assessment and Real-time monitoring data transmitted to and from the Parties' Control Centers and the physical equipment provided by MISO to transport that data.

RECITALS

Whereas, MISO has been formed to engage in the business of (a) controlling and operating electric transmission systems which are owned by several different electric utilities and transmission companies across fifteen (15) U.S. states and the Canadian province of Manitoba, (b) coordinating transmission customer energy transfers to maximize electricity grid utilization in a manner that maintains the integrity of the grid, (c) coordinating transmission planning and generation site location to meet the changing electrical demands of its region, and (d) performing a wide range of other functions, (e) with its primary mission to ensure reliable power delivery over the high voltage electricity grid. MISO is registered as the following Functional Entities by the North American Electric Reliability Corporation (hereafter "NERC"): Balancing Authority, Reliability Coordinator, _____.

Whereas Member is registered as the following Functional Entities by NERC:
_____.

WHEREAS, North American Electric Reliability Corporation Critical Infrastructure Protection Reliability Standard CIP-012, Cyber Security Communications between Control Centers, has been established to protect the confidentiality and integrity of Real-time Assessment and Real-time monitoring data transmitted between Control Centers.

Whereas, both MISO and Member are Responsible Entities for NERC CIP-012 compliance.

Whereas MISO and Member seek through this Agreement to set out the protections in place, where those protections are applied, and the respective responsibilities of the Parties for protecting and transferring Real Time Assessment and Real-time Monitoring Data (hereafter, "Data"). MISO and Member anticipate that this Agreement may be amended from time to time, as circumstances require. MISO will initiate any amendment.

NOW, THEREFORE, based on the foregoing, the Parties agree to the Terms of this Agreement.

TERMS OF AGREEMENT

This Agreement sets forth the coordination of the individual and joint responsibilities for Member possession of MISO provided equipment for transport of data. MISO intends this Agreement to describe MISO's CIP-012 compliance

MISO/Member Responsibilities

MISO agrees to the following:

- a) To provide a means for secure transmittal of the Data between MISO Control Centers and Member Control Centers (see diagram at Attachment A).
- b) b) To provide and maintain the hardware and software necessary for the secure transport of the required monitoring data between MISO and Member, to and from MISO to the MISO-provided hardware at Member's location.
- c) To manage all CIP-012 responsibilities to and from the MISO Control Centers to the MISO-provided hardware at the Member's location.

Member agrees to the following:

- a) to work with MISO for installation of the MISO-provided hardware for secure transport of the Data.
- b) to be responsible for its own CIP-012 compliance (if applicable) to and from the MISO-provided hardware and Member's ICCP/SCADA systems.
- c) to place their MISO-provided hardware in a physically secure location that is compliant with any applicable NERC CIP Standards, including CIP-012, and to maintain supporting documentation of this as part of their CIP-012 evidence.

MISO and Member agree to the following:

- a) to cooperate with each other to provide requested documentation and evidence of CIP-012 compliance, in anticipation of regulatory audits of MISO and/or Member.
- b) that MISO reserves the right to control cyber access to the MISO-provided hardware at Member location(s).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

**MIDCONTINENT INDEPENDENT
SYSTEM OPERATOR, INC.**

[Insert Member Name]

By: _____

By: _____ *DAS*

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

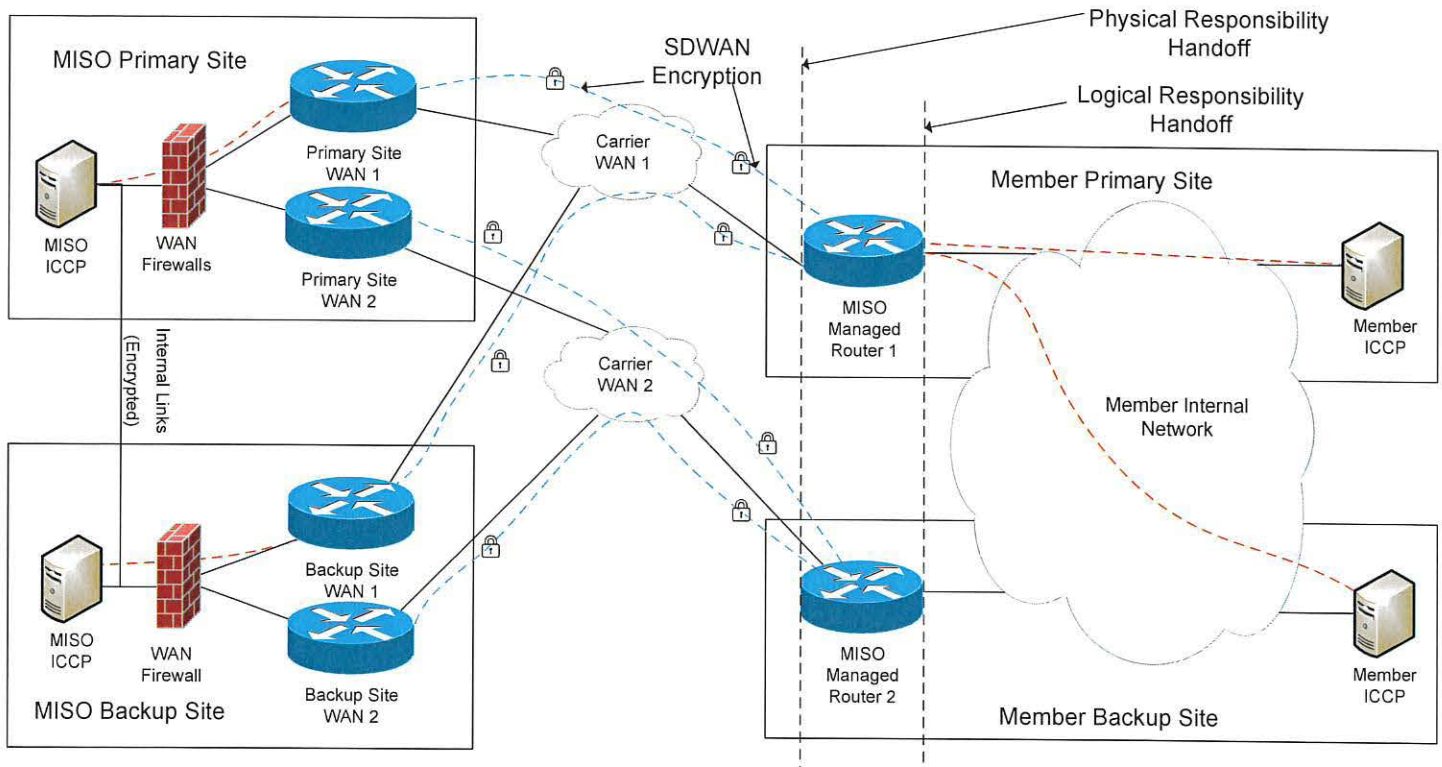
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