

November 3, 2017

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

**Re: California Independent System Operator Corporation
Filing of CAISO Rate Schedule No. 103 and Request for
Confidential Treatment
Docket No. ER18-____ - ____**

Dear Secretary Bose:

The California Independent System Operator Corporation (“CAISO”) submits for filing and acceptance the CAISO-BC Hydro Data Sharing Agreement (“Agreement”) between the CAISO and British Columbia Hydro and Power Authority (“BC Hydro”), a Provincial Crown corporation, established by statute under the laws of British Columbia (together, “Parties”).¹ The Agreement sets forth the obligations and responsibilities of the Parties, pursuant to which BC Hydro will provide certain data necessary to enable the CAISO to establish the requisite functionality to facilitate participation in the CAISO’s Energy Imbalance Market (“EIM”) by BC Hydro’s wholly owned subsidiary Powerex Corp. (“Powerex”). The EIM is the vehicle by which entities outside the CAISO’s balancing authority participate in the CAISO’s real-time market. Pursuant to four agreements between the CAISO and Powerex filed concurrently with this Agreement (“Powerex EIM Participation Agreements”)², Powerex will comply with the CAISO tariff provisions applicable to EIM entities, with certain exceptions and modifications to account for Powerex’s EIM participation with residual capability³ of the system of BC Hydro, which is subject to the jurisdiction of the British Columbia Utilities Commission (“BCUC”).

¹ The CAISO submits the Agreement pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d.

² The Powerex EIM Participation Agreements between CAISO and Powerex are as follows: Canadian EIM Entity Agreement; Canadian EIM Entity Scheduling Coordinator Agreement; Canadian EIM Participating Resource Agreement; and Canadian EIM Participating Resource Scheduling Coordinator Agreement.

³ The term “residual capability” in the context of Powerex’s EIM participation means the ability of resources located in British Columbia to deliver or consume energy in excess of or to meet BC Hydro’s needs.

The CAISO requests confidential treatment of Schedule C to the Agreement pursuant to Section 388.112 of the regulations of the Federal Energy Regulatory Commission (“Commission”).⁴ The CAISO requests that the Commission accept the Agreement effective February 15, 2018, consistent with a schedule that will allow Powerex to commence participation in the EIM on April 4, 2018.

The Powerex EIM Participation Agreements, and the CAISO tariff provisions to which they refer,⁵ provide for Powerex’s EIM participation in a manner comparable to participation by EIM entities and participating resources located in the United States (“U.S.”). The Powerex EIM Participation Agreements include only such differences as are necessary to accommodate Powerex’s participation in the EIM with residual capability of the BC Hydro system, the location of the loads, resources, and transmission that will support Powerex’s EIM participation, and Canadian provincial jurisdiction over BC Hydro, as well as to ensure that the EIM area remains entirely within the U.S., and, thus, subject to the exclusive jurisdiction of the Commission under the Federal Power Act. The Agreement will further facilitate Powerex’s EIM participation in this manner.

I. Background

Powerex markets residual capability of the BC Hydro system and is a key participant in energy markets across North America, with those activities benefitting BC Hydro’s shareholder, the Province of British Columbia, by helping to efficiently balance the BC Hydro system and yield trade revenues that benefit BC Hydro’s ratepayers. BC Hydro undertakes activity in the Province of British Columbia under the regulatory authority of the BCUC and is responsible for ensuring that customers within the Province of British Columbia receive safe and reliable service on a non-discriminatory basis. Thus, Powerex is the Canadian entity that participates in wholesale electricity markets in the U.S. under market-based authorization from the Commission, while BC Hydro is the entity that owns and operates provincial generation and transmission facilities in the Province of British Columbia and serves demand within the Province.

⁴ 18 C.F.R. § 388.112.

⁵ The CAISO also developed several features that enhance the operation of the EIM and support the Powerex EIM participation framework. These features are not unique to participation by a Canadian entity and, therefore, will be filed with the Commission as an amendment to the CAISO tariff and applicable to all EIM Entities. See Consolidated EIM Initiatives page on the CAISO website: <http://www.caiso.com/informed/Pages/StakeholderProcesses/ConsolidatedEnergyImbalanceMarketInitiatives.aspx>. The CAISO is requesting a February 15, 2018 effective date for these tariff changes, concurrent with the requested effective date of the Agreement, in support of the planned April 4, 2018 implementation of Powerex in the EIM.

In 2005, the CAISO and BC Hydro⁶ entered into an agreement that enabled dynamic scheduling from the BC Hydro balancing authority area (“BCHA”) to the CAISO balancing authority area (“Dynamic Scheduling Agreement”).⁷ The Commission accepted the Dynamic Scheduling Agreement by letter order.⁸ The Dynamic Scheduling Agreement established the framework of operating requirements for BC Hydro to satisfy if it elected to support its transmission customers’ requests for implementation of dynamic scheduling functionality and delivery of energy, supplemental energy, and energy associated with ancillary services and regulation service into the CAISO balancing authority area.⁹ The Dynamic Scheduling Agreement satisfied the requirements previously established by the Commission’s order approving the CAISO’s *pro forma* Dynamic Scheduling Host Control Area Operating Agreement.¹⁰ However, there were several differences between the pro forma agreement and the Dynamic Scheduling Agreement. As the CAISO’s transmittal letter described, those differences were primarily because of (1) BC Hydro’s location, operation, and regulation in Canada; (2) the incorporation in the Dynamic Scheduling Agreement of provisions to address imports of regulation, which was not addressed in the pro forma agreement; and (3) the need to emphasize the difference between BC Hydro as the host control area and the separate and independent entity (Powerex) operating as the scheduling coordinator for imports into the CAISO balancing authority area.¹¹

These differences were set out in the agreement, for example, in recitals that emphasized BC Hydro’s operation within British Columbia and not in the U.S., in references to BC Hydro’s regulation by Canadian authorities, and in provisions that stated explicitly that the Dynamic Scheduling Agreement would be void if the Commission attempted to regulate any of BC Hydro’s activities in relation to the Dynamic Scheduling Agreement.¹² The Commission reviewed the

⁶ At the time, the British Columbia Transmission Corporation (“BCTC”), created by statute in 2002, was responsible for operating, managing, planning, constructing, and maintaining BC Hydro’s transmission system. BCTC, like BC Hydro, was subject to the exclusive regulatory authority of the BCUC. See *Powerex Corp.*, Notice of Non-Material Change in Status, Docket No. ER01-48-019 (July 26, 2010); see also *Powerex Corp.*, Docket No. ER01-48-019 (May 25, 2011) (unpublished letter order). BCTC was re-integrated with BC Hydro as of July 5, 2010. See *id.* Any references to the BCTC in the Dynamic Scheduling Agreement are described here as references to BC Hydro.

⁷ See *Cal. Indep. System Operator Corp.*, Docket Nos. ER05-784-000, *et al.* (June 3, 2005) (unpublished letter order) (“June 3, 2005 Letter Order”); *Cal. Indep. System Operator Corp.*, Non-Conforming Service Agreement No. 599, Docket No. ER05-784-000 (Apr. 6, 2005) (“Dynamic Scheduling Agreement Transmittal Letter”).

⁸ June 3, 2005 Letter Order.

⁹ Dynamic Scheduling Agreement § 3.1.

¹⁰ *Cal. Indep. System Operator Corp.*, 107 FERC ¶ 61,329 (2004).

¹¹ Dynamic Scheduling Agreement Transmittal Letter at 2.

¹² Dynamic Scheduling Agreement Transmittal Letter at 2-7.

non-conforming provisions and accepted the agreement.

Since 2005 and continuing today, pursuant to the Dynamic Scheduling Agreement, the CAISO and BC Hydro coordinate, at a balancing authority-to-balancing authority level, dynamic scheduling functionality that enables Powerex to independently engage in deliveries to the CAISO balancing authority area supported by residual capability of BC Hydro resources, which are wholly located in Canada and in the BC Hydro balancing authority area.

The CAISO and Powerex took a similar approach to support Powerex's participation in the EIM. As described below and in additional detail in the transmittal letters for the Powerex EIM Participation Agreements, the framework for Powerex's participation in the EIM includes the following features: Powerex will voluntarily participate in the EIM with residual capability of the BC Hydro system; the resources, transmission and loads that will support Powerex's EIM participation are located wholly outside of the U.S.; Powerex will be the Canadian EIM entity participating in the EIM; BC Hydro will not participate in or undertake any commercial activities in the EIM; and the EIM area will not extend into Canada. Powerex's participation in the EIM will be subject to U.S. law and Commission jurisdiction, consistent with the Commission's current jurisdiction over Powerex's activity in the U.S., while BC Hydro will continue to operate as a wholly Canadian provincial governmental balancing authority, transmission owner, transmission operator and transmission service provider, and generation owner and operator for the BC Hydro system.

Powerex does not, however, have access to all of the balancing authority data that the CAISO needs to operate the EIM. To address this issue, BC Hydro has agreed to communicate data and information identified as necessary for Powerex's EIM participation, under the condition that nothing in the Powerex EIM Participation Agreements, in Powerex's EIM participation more generally, or in the Agreement will create an agency relationship between Powerex and BC Hydro or subject BC Hydro to the jurisdiction of the Commission or any other federal or state legal or regulatory authority in the U.S. Powerex's EIM participation and the CAISO's and BC Hydro's activities pursuant to the Agreement will conform to the BC Hydro Standards of Conduct, which have been reviewed and approved by the BCUC and also have been reviewed by the Commission as part of its reciprocity review of the BC Hydro Open Access Transmission Tariff (OATT), in conjunction with Powerex's market-based rate authorization.

The Agreement pulls from and builds upon the Dynamic Scheduling Agreement in several ways, including the following: (1) recognition of the location of BC Hydro's resources, transmission, and load in Canada; (2) acknowledgment of BC Hydro's status as regulated by the BCUC, and not the Commission; and (3) the intention of the Parties that BC Hydro will not, by its

execution of the Agreement or activities in furtherance of its obligations pursuant to the Agreement, become a participant in CAISO markets or subject to the CAISO tariff.

II. Powerex EIM Participation Framework

The Powerex Canadian EIM Entity Agreement and other Powerex EIM Participation Agreements create a participation framework that respects the mutually exclusive legal and regulatory jurisdictions of the BCUC and the Commission, consistent with Powerex's current participation in U.S. wholesale electricity markets – including CAISO markets – utilizing residual capability of the BC Hydro system: Powerex's current U.S. sales and purchases are subject to Commission jurisdiction, while BC Hydro is subject to BCUC jurisdiction. Powerex is the entity that participates in markets outside the Province of British Columbia with BC Hydro residual capability; BC Hydro engages in generation, transmission and balancing authority operations inside the Province of British Columbia. Title transfers between Powerex and BC Hydro occur at the BC-U.S. border. Powerex's EIM participation is designed to be consistent with this established framework that has enabled Powerex to participate in U.S. energy markets since 1997, with BC Hydro continuing to maintain legal, regulatory, and operational autonomy.

Under the Powerex EIM Participation Agreements, Powerex, not BC Hydro, will join and participate in the EIM, be subject to the EIM-related provisions of the CAISO tariff, and settle EIM transactions with the CAISO. BC Hydro has entered into the Agreement to support Powerex's EIM participation; BC Hydro, however, will not assume any participant role or undertake any commercial activities in the EIM. Nothing in the Powerex EIM Participation Agreements or in the Agreement interferes with BC Hydro's compliance with Provincial and Canadian law, interferes with the BCUC's regulatory oversight or jurisdiction over BC Hydro, or alters BC Hydro's non-U.S. jurisdictional status in any way. Nothing in the Powerex EIM Participation Agreement extends U.S. legal and regulatory obligations or U.S.-regulated activity into a Canadian province. The Agreement reflects the CAISO and BC Hydro's expectation that BC Hydro will continue to operate as a wholly Canadian Provincial governmental balancing authority as well as a transmission owner, operator, and service provider and as a generation owner and operator for the BC Hydro system. BC Hydro will continue to manage transmission congestion within its service territory and will retain all balancing authority responsibilities. Powerex's EIM transactions will be defined to occur at the BC-U.S. border, such that the EIM area will not extend into Canada and will remain in the U.S., subject to the Commission's exclusive jurisdiction. The CAISO will create an EIM pricing node at the BC-U.S. border, but will not create or publish market prices inside British Columbia. The CAISO will model power flows inside British Columbia and will inform BC Hydro of any resulting modeled congestion inside British Columbia,

but the CAISO will not manage congestion or dispatch physical resources inside British Columbia.

The CAISO full network model will incorporate data from the BC Hydro balancing authority area and will account for EIM transfers between Canada and the U.S. Powerex will register an aggregate participating resource representing residual capability made available to the EIM from eight Provincial hydroelectric facilities that are capable of automatically responding to intra-hour changes in generation, load, and interchange. Powerex will also register an aggregate non-participating resource to represent the remainder of the capability of these same eight BC Hydro facilities. Powerex will also register aggregate non-participating resources to represent variable energy resources and other non-variable energy resource generation facilities. BC Hydro will determine generation distribution factors for each upcoming hour for the aggregated participating and non-participating resources, which will be communicated to the CAISO by Powerex. These generator distribution factors will enable the CAISO to accurately model power flows from individual plants/units.

Consistent with the current participation model for EIM Entities, the CAISO's full network model will include all relevant information associated with the operation of the BC Hydro balancing authority area, including (1) data on generation, transmission, load, interchange, base schedules; and (2) telemetry and settlement quality meter data. Where this data is not available to Powerex to provide to the CAISO, it will be provided by BC Hydro to the CAISO pursuant to the terms of the Agreement.

Powerex's EIM participation will also conform to the standards of conduct. BC Hydro will communicate necessary information covered under the standards of conduct directly to the CAISO. The CAISO will not provide Powerex access to transmission function information (including through CAISO software interfaces) and Powerex will not have the ability to affect the BC Hydro load forecast used in CAISO market operations. BC Hydro will communicate BC Hydro's 15-minute and 5-minute sub-hourly load forecast directly to the CAISO, which the CAISO will use for Powerex's EIM participation.

III. Data Sharing Agreement

BC Hydro's agreement to share specified data pursuant to the Agreement is intended to enable the CAISO to fully integrate Powerex's participation in the EIM, as described in the concurrent filings of the Powerex EIM Participation Agreements, while maintaining BC Hydro's status as a non-Commission jurisdictional Canadian utility with no U.S. market participation.

A. BC Hydro Support of Powerex EIM Participation

BC Hydro agreed, after evaluating Powerex's request that it do so, to share specified sets of data with the CAISO in order to enable Powerex to engage independently in EIM activity as a Canadian EIM Entity using residual capability of the BC Hydro system. Any data shared pursuant to the Agreement must be in furtherance of this purpose, and any use of the data shared to achieve any other purpose is prohibited.

The Agreement and its schedules specify that BC Hydro will coordinate with the CAISO and Powerex to establish a sufficiently accurate model of the BC Hydro balancing authority area to be incorporated in the CAISO's full network model and that BC Hydro will provide periodic updates to the model as necessary. BC Hydro will also provide data in real-time to the CAISO as is necessary for the CAISO to run its model functions and EIM market applications in real-time. The CAISO will treat all data that BC Hydro shares as confidential and non-public, unless and until it is either publicly released by BC Hydro, pursuant to written permission by BC Hydro, or to the extent ordered by applicable regulatory authority or court of competent jurisdiction. In keeping with BC Hydro and the CAISO's commitment to maintain their existing Provincial and U.S. regulatory structures, respectively, neither BC Hydro's execution of the Agreement nor its actions in furtherance of its data sharing obligations pursuant to the Agreement will bind BC Hydro to the CAISO tariff, cause it to cease to be immune from the jurisdiction of the U.S. or any of the states, or subject it to the jurisdiction of the Commission.

B. Description of Data Sharing Agreement

The recitals to the Agreement sets forth the nature of the EIM, the Parties, and Powerex's participation in the EIM. The Agreement recitals also describe the Parties' acknowledgment that information on BC Hydro's customers, generation and transmission facilities, and demand is subject to British Columbia rules, regulations, and other legal requirements. The Agreement recitals further set forth the limitation that BC Hydro does not participate directly or indirectly in U.S. wholesale electricity markets, including the EIM.

Article 1 describes the purpose, term, and termination of the Agreement. Specifically, the use of any data shared pursuant to the Agreement is limited to enabling Powerex to independently engage in EIM activity as a Canadian EIM entity using residual capability of the BC Hydro system; any other use of the data shared pursuant to the Agreement is prohibited. The Agreement will be effective on the later of the effective dates specified by the Commission or the BCUC, if acceptance by the BCUC is required. The Agreement continues in effect until termination. The Agreement may be terminated by either Party with 60 days' prior written notice. The Agreement will immediately become void if the

Commission asserts jurisdiction over BC Hydro's activities as a result of BC Hydro entering into the Agreement or performing any obligation under the Agreement. The requirement for confidential treatment of BC Hydro data survives termination of the Agreement, as described below with regard to Section 6.6.

Article 2 adopts the definitions in the North American Reliability Corporation ("NERC") Glossary, except as specifically defined in Section 2.2.

Article 3 sets forth the Parties' jurisdictional acknowledgements. Specifically, the Parties acknowledge that neither the Parties' entry into the Agreement nor their performance of obligations pursuant to the Agreement will result in, or be construed or characterized by, either Party as the CAISO engaging in any activity in British Columbia or being subject to the jurisdiction of the BCUC. Likewise, the Parties acknowledge that neither the Parties' entry into the Agreement nor their performance of obligations pursuant to the Agreement will result in, or be construed or characterized by, either Party as BC Hydro being subject to the CAISO tariff, engaging in any activity in the U.S., including as a participant in any CAISO market, being subject to the jurisdiction of the Commission, or ceasing to be immune from the jurisdiction of the U.S. or of any of the states.

Article 4 describes the Parties' commitment to establishing technical and communication protocols that will enable BC Hydro to share data as specified in the Agreement. Primary and alternative points of contact for operational and technical matters are identified in Schedule A to the Agreement. The communication protocols will be based on or not otherwise inconsistent with Inter-Control Center Communication Protocol and applicable reliability standards and will include redundant protocols to be used in the case of loss of communications. The Agreement obligates BC Hydro to implement confidentiality and non-disclosure measures necessary to obtain and maintain the digital certificates that permit access to technical and communication mechanisms for transmitting data for use by the CAISO. Article 4 also provides that the Agreement supersedes and controls over any other communication between the CAISO and BC Hydro regarding the EIM.

Article 5 establishes the Parties' responsibilities and obligations regarding the data shared pursuant to the Agreement. Section 5.1.1 obligates the Parties to establish a sufficiently accurate model of the BC Hydro balancing authority area – the BC model as defined in Article 2 – to be incorporated in the CAISO's full network model. Pursuant to Section 5.1.2, BC Hydro will work with the CAISO and Powerex to assess the BC model and will provide updates to and recommend modifications to the BC model. BC Hydro will also provide the following: real-time telemetry measurements associated with the BC model; equipment outage information; load forecasts; and information regarding

contingency or operational disturbances within British Columbia. In all categories, the data shared is limited to the specifics set forth in Schedule C of the Agreement.¹³ BC Hydro may engage third parties to provide the data or provide support for the operational and management tasks under the Agreement; those third parties authorized by BC Hydro will be required to treat the data consistent with applicable legal and regulatory requirements and the Agreement.

Section 5.1.3 requires the CAISO, in cooperation with BC Hydro and Powerex, to determine whether the systems and processes BC Hydro has established are sufficient to support Powerex's EIM participation. The CAISO expects to incorporate the data shared by BC Hydro into the CAISO's full network model for the purposes of supporting its power flow model, state estimator, and EIM market applications. The Agreement specifies that the CAISO will remove the BC model from its full network model promptly upon termination of the Agreement, except as otherwise permitted by another valid and enforceable agreement.

Section 5.2 establishes that both the CAISO and BC Hydro will retain their individual responsibility for the efficient use and reliable operation of their respective balancing authority areas, consistent with the applicable reliability standards and in accordance with their respective transmission tariffs, business practices, and good utility practice. Nothing in the Agreement is intended to change, supersede, or alter those pre-existing obligations. If either the CAISO or BC Hydro determines, as a matter of its sole discretion, that an action required by the Agreement would harm the reliability of its transmission system or would otherwise be inconsistent with applicable rules, standards, and obligations, each retains the right to take any appropriate action consistent with those rules, standards, or obligations.

Article 6 of the Agreement establishes the limits on BC Hydro data that will be shared pursuant to the terms of the Agreement and governs the confidentiality of the data shared by BC Hydro. The Parties agree that BC Hydro's data sharing obligations will not exceed those elements that the Parties have mutually agreed and specified in Schedule C of the Agreement, as necessary to support Powerex's EIM participation. The Agreement further specifies that it does not obligate BC Hydro to share inputs or underlying calculations to the data BC Hydro agrees to share or BC Hydro customer information or non-public forecasts or analyses of generation resources or load beyond what the Parties have specifically agreed is necessary to support Powerex's EIM participation. In all cases the data required to be shared is limited to that specified in the Agreement, including Schedule C.

¹³ The CAISO requests confidential/privileged treatment of Schedule C, pursuant to FERC Rule 112 (18 C.F.R. § 388.112). See *infra* Part IV.

The Parties further agree in Article 6 that the data shared by BC Hydro will be treated as non-public, confidential, business sensitive, and potentially harmful to competition if inappropriately disseminated, and BC Hydro has the right to immediately cease transfer of the data if it determines that the CAISO has breached any material requirements of the Agreement. The CAISO agrees, as a condition to receiving the data and as a contractual obligation, to take all necessary precautions not to disclose data received from BC Hydro to a third party, as a result of that third party's request or otherwise, without BC Hydro's prior written consent. If the CAISO is ordered to disclose BC Hydro data by an applicable regulatory authority or court of competent jurisdiction, the CAISO's disclosure will be limited to the extent ordered; and the CAISO will notify BC Hydro promptly to permit BC Hydro to assist the CAISO in asserting why the information requested is not subject to release and why release of the data will harm BC Hydro's interests. The CAISO is required to provide details to BC Hydro of any disclosure of data to a third party, whether pursuant to a lawful order or inadvertent.

Notwithstanding the restrictions on disclosure of confidential BC Hydro data, the CAISO officers, directors, trustees, employees, subcontractors and agents who agree to abide by the confidentiality restrictions in the Agreement will be permitted to use such data as necessary to perform their roles, to the extent consistent with the purpose of the Agreement as set out in Article 1. The Agreement also provides for the CAISO's disclosure of aggregated data if not attributed to BC Hydro, and in addition permits disclosure upon BC Hydro's written consent.

Section 6.4 provides that the CAISO is responsible for ensuring that all BC Hydro data shared pursuant to the Agreement, which remains the property of BC Hydro, is returned to BC Hydro upon written request of BC Hydro or termination of the Agreement. Alternatively, BC Hydro may agree that the data and any copies may be destroyed, with written confirmation of destruction provided to BC Hydro. This section also permits the CAISO to keep one copy of the returned data if required to support the CAISO's activities in the course of carrying out its responsibilities as EIM market operator or as otherwise required by applicable regulatory authority. Any such retained data will be destroyed in accordance with the CAISO's document retention policies.

Section 6.6 provides for the survival of the terms related to the CAISO's treatment of BC Hydro data, as set out in Article 6, upon the voiding or termination of the Agreement.

Article 7 establishes that the Parties' duties and standards of care with respect to each other and the benefits and rights conferred on each other are no greater than explicitly stated in the Agreement. Each Party also retains its legal and equitable remedies in the event that it believes disclosure of the data shared

pursuant to the Agreement will result in irreparable harm.

Article 8 contains miscellaneous provisions. The following sections in Article 8 may be of particular note:

- Section 8.2 specifies that the data provided under the Agreement carries no warranty or representation of any kind, either express or implied; the CAISO receives the data “as is” from BC Hydro.
- Section 8.5 provides for the disposition of disputes, controversies, or claims arising out of or relating to the Agreement by arbitration in accordance with the International Arbitration Rules.
- Section 8.7 specifies the rules of interpretation for the Agreement, including that, to the extent possible, all provisions of the Agreement shall be construed in a manner consistent with the purpose set out in Section 1.1 of the Agreement. In addition, if and to the extent a conflict arises between the Agreement and the CAISO tariff, the Agreement shall govern.
- Through Section 8.8, the Agreement governs all data shared by BC Hydro in furtherance of the purpose set out in Section 1.1 of the Agreement, including data made available prior to the execution or effective date of the Agreement and data that may be found to fall outside of the specifications set out in the Agreement.
- Finally, Section 8.10 specifies that the Parties intend that the terms of the Agreement control and supersede any prior, contemporaneous, or subsequent course of performance, course of dealing, or written or oral communications between the Parties. The Agreement can be amended from time to time by mutual agreement of the Parties, as formalized in a writing prepared for that purpose and signed by the Parties. Amendments that are subject to applicable regulatory authority approval shall not take effect until the amendment to the Agreement has been accepted. If the amendment does not require applicable regulatory authority approval, it shall be filed for information. The Parties agree that amendments to the schedules to the Agreement do not constitute amendments that are subject to approval of an applicable regulatory authority.

Schedules A and B to the Agreement identify, respectively, operational contacts and contacts for provision of notices pursuant to the Agreement. Schedule C, for which the CAISO is requesting confidential/privileged treatment pursuant to Commission Rule 112,¹⁴ specifies the data elements that BC Hydro will provide pursuant to the Agreement and the communication and technical

¹⁴ 18 C.F.R. § 388.112.

protocols the Parties will use to share that data.

IV. Request for Confidential/Privileged Treatment

Because information contained in Schedule C to the Agreement includes sensitive commercial information, the CAISO requests confidential/privileged treatment of Schedule C to the Agreement pursuant to 18 C.F.R. § 388.112.¹⁵ Public disclosure of the proprietary information contained herein may substantially harm or result in a competitive disadvantage for BC Hydro. The CAISO has redacted this information from the public version of this filing.

As required by the Commission's regulations, the CAISO has included as Attachment C to this filing a proposed form protective agreement under which Parties to the proceeding will be able to review the information for which confidential/privileged treatment is sought. The proposed form protective agreement is substantially the same as the Commission's Model Protective Order, and will provide for the CAISO and intervenors to exchange confidential/privileged materials pursuant to the form protective agreement, without the Commission's issuance of a protective order.¹⁶

The CAISO requests that the confidential/privileged Schedule C be placed in the Commission's non-public files. Any questions or notifications concerning this request for confidential/privileged treatment should be directed to the undersigned.

V. Effective Date

The CAISO respectfully requests that this Agreement be made effective on February 15, 2018.

VI. Service

The CAISO has served copies of this filing upon all scheduling coordinators, BC Hydro, Powerex, the California Public Utilities Commission, and the California Energy Commission. In addition, the CAISO has posted the filing on the CAISO website.

¹⁵ See also 5 U.S.C. § 552(b)(4) (2016).

¹⁶ 18 C.F.R. § 388.112(2)(i).

VII. Enclosures

The following attachments, in addition to this transmittal letter, support the instant filing:

Attachment A	Executed Data Sharing Agreement between the CAISO and BC Hydro (public version with redactions applied to Schedule C);
Attachment B	Executed Data Sharing Agreement between the CAISO and BC Hydro (confidential version of Schedule C); and
Attachment C	Form Protective Agreement.

VIII. Correspondence

Pursuant to Rule 203(b) of the Commission's Rules of Practice and Procedure,¹⁷ the CAISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

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¹⁷ 18 C.F.R. § 385.203(b).

IX. Conclusion

The CAISO respectfully requests that the Commission accept this filing and permit this Agreement, CAISO Rate Schedule No. 103, to be effective February 15, 2018, as requested. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

By: /s/ John C. Anders

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*Attorneys for the California Independent
System Operator Corporation*

**Attachment A – Executed Data Sharing Agreement
between BC Hydro and the
California Independent System Operator Corporation
CAISO Rate Schedule No. 103**

**CONFIDENTIAL PRIVILEGED INFORMATION REDACTED
PURSUANT TO 18 C.F.R. § 388.112**

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**BRITISH COLUMBIA HYDRO AND
POWER AUTHORITY**

DATA SHARING AGREEMENT

DATA SHARING AGREEMENT

THIS DATA SHARING AGREEMENT (the “**Agreement**”) is established this 1st day of November, 2017 and accepted by and between:

British Columbia Hydro and Power Authority (“BC Hydro”), a Provincial Crown corporation, established by statute under the laws of the Province of British Columbia and having a principal office located at 333 Dunsmuir Street, Vancouver BC V6B 5R3, Canada, the “**Providing Party**”;

and

California Independent System Operator Corporation (“CAISO”), a California non-profit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, the “**Receiving Party**.”

BC Hydro and CAISO are hereinafter referred to as the “**Parties**.”

RECITALS

- A. **Whereas**, the Parties operate Balancing Authority Areas in the Western Interconnection, and coordinate operations where necessary to achieve mutually beneficial goals;
- B. **Whereas**, CAISO operates a real-time Energy Imbalance Market in the United States, subject to the jurisdiction of the US Federal Energy Regulatory Commission;
- C. **Whereas**, BC Hydro is a sovereignly held regulated utility that engages in generation, transmission, and balancing authority operations and activities in the Province of British Columbia, Canada;
- D. **Whereas**, BC Hydro does not participate directly or indirectly in US wholesale electricity markets, including the CAISO Energy Imbalance Market;
- E. **Whereas**, CAISO has entered into an Implementation Agreement with BC Hydro’s wholly owned subsidiary, Powerex Corp., to permit Powerex Corp. to participate in the Energy Imbalance Market as a Canadian EIM Entity, such participation requiring the coordination of data and information;
- F. **Whereas**, CAISO’s Energy Imbalance Market operation requires a physical network model that provides a detailed representation of the modeled resources,

transmission, and loads that will be included in the Energy Imbalance Market optimization;

- G. **Whereas**, BC Hydro has elected to make available certain data necessary to enable CAISO to establish the requisite functionality to facilitate Powerex's election to participate as a Canadian EIM Entity in the Energy Imbalance Market;
- H. **Whereas**, information on BC Hydro's customers, generation and transmission facilities, and demand is subject to Provincial rules, regulations, and other legal requirements, including, but not limited to, the privacy laws of British Columbia; and
- I. **Whereas**, the Parties wish to enter into this Agreement to establish the terms and conditions that will permit BC Hydro to share specified data and information with the CAISO.

NOW THEREFORE in consideration of the mutual covenants set forth herein, THE PARTIES AGREE as follows:

ARTICLE 1. PURPOSE, TERM, AND TERMINATION

1.1 Purpose

This Agreement sets forth requirements that must be satisfied by BC Hydro and CAISO for the duration of the period BC Hydro elects to facilitate Powerex participation in the Energy Imbalance Market ("**EIM**") and CAISO elects to use Covered Data provided by BC Hydro in its capacity as the EIM Market Operator. The intent and objective of this Agreement is to facilitate sharing of Covered Data with CAISO for the sole purpose of enabling Powerex Corp. ("**Powerex**") to independently engage in EIM activity as a Canadian EIM Entity using residual capability of the BC Hydro system. Any use of the Covered Data shared pursuant to this Agreement to achieve any other purpose is prohibited. This Agreement shall be interpreted consistent with this statement of purpose.

1.2 Effective Date

This Agreement shall be effective as of the date set forth above unless this Agreement is accepted for filing and made effective by the Federal Energy Regulatory Commission ("**FERC**") or by a Canadian Regulatory Authority on some other date, if FERC filing or filing with a Canadian Regulatory Authority is required, in which case this Agreement shall be effective on the later of the effective dates specified by FERC or the Canadian Regulatory Authority and shall continue in effect until terminated.

1.3 Termination

- 1.3.1 This Agreement may be terminated by either Party upon not less than sixty (60) days' prior written notice to the other Party or upon mutual consent of both Parties.
- 1.3.2 CAISO shall timely file any required notice of termination with FERC. The filing of the notice of termination will be considered timely if CAISO files the notice of termination within sixty (60) days after receipt of the notice of termination.
- 1.3.3 Notwithstanding any provision to the contrary and except as provided in Section 6.6, BC Hydro's obligations to CAISO under this Agreement will terminate as of the termination date provided in the written notice of termination or the date of the Parties' mutual consent to terminate, whichever comes first, regardless of any action or inaction by FERC with respect to any application by CAISO to terminate this Agreement.
- 1.3.4 CAISO shall not levy an exit fee or other charge associated with CAISO systems, procedures, or other changes required by BC Hydro's termination of the Agreement.
- 1.3.5 Notwithstanding any provision to the contrary, if FERC attempts to regulate any of BC Hydro's activities as a result, in whole or in part, of BC Hydro entering into this Agreement or performing any obligation under this Agreement, this Agreement shall immediately be void, except as provided in Section 6.6.

1.4 FERC Order

In the event FERC requires CAISO to make any modification to this Agreement or imposes any other modification or condition upon its acceptance or approval of this Agreement, or upon its acceptance or approval of a Party's application pursuant to Section 8.10 to amend the terms and conditions of this Agreement, each Party shall have fifteen (15) business days to notify the other Party that any such modification or condition is unacceptable to that Party as determined in that Party's sole discretion. If neither Party provides such notice, then this Agreement, as modified or conditioned by FERC, shall take effect as of the date determined under Section 1.2. If either Party provides such notice to the other Party, the Parties shall take any one or more of the following actions:

- (a) Meet and confer and agree to accept any modifications or conditions imposed by such FERC order;
- (b) Jointly agree that CAISO will seek specified further administrative or legal remedies with respect to such FERC order, including a request for rehearing or clarification, in which case all further FERC orders on rehearing, clarification, or otherwise will be subject to the same rights of the Parties under this section as the original FERC order; or
- (c) Enter into negotiations with respect to accommodation of such FERC order.
- (d) Provided however, if the Parties have not agreed to accept or accommodate any modifications or conditions imposed by such FERC order under clauses (a)-(c) of this section within thirty (30) days after the date on which such FERC order becomes a final and non-appealable order, such order shall be deemed an adverse order and this Agreement will immediately terminate without further action of the Parties and the Parties shall have no further rights or obligations under the Agreement except with regard to the survival provision in Section 6.6.

ARTICLE 2. DEFINITIONS

2.1 General Definitions

Except as defined below, terms and expressions used in this Agreement shall have the same meanings as those contained in the NERC Glossary.

2.2 Specific Definitions

- 2.2.1 **Applicable Regulatory Authority.** For CAISO and other United States entities, FERC; for BC Hydro, the Canadian Regulatory Authority.
- 2.2.2 **Applicable Reliability Standard.** Reliability Standards promulgated by NERC and accepted by the Party's Applicable Regulatory Authority.
- 2.2.3 **Applicable Legal Authority.** For CAISO, United States laws and the laws of any relevant state of the United States; for BC Hydro, the laws of the Province of British Columbia and the federal laws of Canada.
- 2.2.4 **Applicable Standards of Conduct.** Requirements approved by an Applicable Regulatory Authority establishing the separation of transmission and energy merchant or market functions for jurisdictional entities.
- 2.2.5 **BC.** The Province of British Columbia, Canada.
- 2.2.6 **BC Hydro.** British Columbia Hydro and Power Authority, a Provincial Crown corporation, established by statute under the laws of the Province of British Columbia and having a principal office located at 333 Dunsmuir Street, Vancouver BC V6B 5R3, Canada.
- 2.2.7 **BC Model.** The physical network model of the BC Hydro Balancing Authority Area that provides a representation of the modelled generation resources, transmission, and load that will be included in the EIM optimization.
- 2.2.8 **BCUC.** British Columbia Utilities Commission.
- 2.2.9 **CAISO. California Independent System Operator Corporation,** a California non-profit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.
- 2.2.10 **CAISO Tariff.** CAISO Operating Agreement, Protocols, and Tariff as amended from time to time, together with any attachments thereto.
- 2.2.11 **Canadian EIM Entity.** An entity that participates in the EIM supported by resources and facilities located in a balancing authority area wholly in Canada and outside the United States, and that assumes applicable EIM Entity obligations as stated in

- an agreement whose terms reflect the legal and regulatory considerations applicable to EIM participation supported by Canadian resources and facilities.
- 2.2.12 **Canadian Regulatory Authority.** The BCUC and any other agency or agencies established under the laws of Canada or British Columbia having jurisdiction over BC Hydro in respect of the subject matter of this Agreement, as applicable.
- 2.2.13 **Covered Data.** Data provided by BC Hydro to CAISO pursuant to the Parties' responsibilities described in Article 5 and specified in Schedule C, as may be modified by the Parties from time to time. Covered Data will be treated as confidential pursuant to Article 6.
- 2.2.14 **Critical Energy Infrastructure Information ("CEII").** Specific engineering, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:
- (a) Relates details about the production, generation, transmission, or distribution of energy;
 - (b) Could be useful to a person planning an attack on critical infrastructure;
 - (c) Is exempt from mandatory disclosure under the Freedom of Information Act; and
 - (d) Gives strategic information beyond the location of the critical infrastructure.
- 2.2.15 **Critical Infrastructure Information ("CII").** Information not customarily in the public domain and related to the security of critical infrastructure or protected systems.
- 2.2.16 **EIM Full Network Model.** CAISO's physical network model that provides a detailed representation of the modelled resources, transmission, and loads that will be included in the EIM optimization.
- 2.2.17 **EIM Market Operator.** CAISO when acting as market operator of the EIM.
- 2.2.18 **Energy Imbalance Market ("EIM").** The real-time energy imbalance market operated by CAISO in accordance with section 29 of the CAISO Tariff.
- 2.2.19 **FERC.** Federal Energy Regulatory Commission.

- 2.2.20 **Good Utility Practice.** Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.
- 2.2.21 **Merchant/Market Function.** 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, all as subject to an exclusion for bundled retail sales. Merchant/Market Function does not include an entity acting as an independent market operator or administrator.
- 2.2.22 **NERC.** North American Reliability Corporation.
- 2.2.23 **NERC Glossary.** The Glossary of Terms Used in NERC Reliability Standards, including, unless the parties so specify in writing, any amendments or changes to that document as may be made from time to time after Effective Date.
- 2.2.24 **Power Flow Model.** A network model used by CAISO to model voltages, power injections, and power flows.
- 2.2.25 **Providing Party.** BC Hydro.
- 2.2.26 **Receiving Party.** CAISO.
- 2.2.27 **Reliability Coordinator (“RC”).** Peak Reliability or such other RC as may be identified by either Party pursuant to an agreement duly executed, and if required, filed and approved by an Applicable Regulatory Authority.
- 2.2.28 **State Estimator.** A computer software program that provides CAISO with a near real-time assessment of system conditions.

- 2.2.29 **Supervisory Control and Data Acquisition (“SCADA”) Data.** A computer system that allows an electric system operator to remotely monitor and control elements of an electric system.
- 2.2.30 **WECC.** Western Electricity Coordinating Council or any successor organization.
- 2.2.31 **Western Interconnection.** The interconnected electrical systems that encompass all or portions of the 14 western states of the United States, the provinces of Alberta and British Columbia, Canada, and the northern portion of Baja California, Mexico.

ARTICLE 3. JURISDICTIONAL ACKNOWLEDGMENTS

BC Hydro and CAISO each acknowledge that neither the Parties’ entry into this Agreement nor their actions taken in furtherance of their performance of obligations under this Agreement will result in, or be construed or characterized in any forum by either Party as:

- (a) CAISO engaging in any activity within British Columbia;
- (b) BC Hydro engaging in any activity within the United States;
- (c) CAISO being subject to the jurisdiction of the BCUC;
- (d) BC Hydro providing any jurisdictional service under the Federal Power Act or otherwise being subject to the jurisdiction of FERC or any inference that BC Hydro intends by this Agreement to subject itself to such jurisdiction;
- (e) BC Hydro being subject to or bound by the CAISO Tariff;
- (f) BC Hydro ceasing to be immune from the jurisdiction of the United States or of any of the States; or
- (g) BC Hydro acting as a participant in a CAISO market including, but not limited to, as the following: “Market Participant,” “EIM Entity,” “EIM Entity Scheduling Coordinator,” “EIM Entity BAA,” “EIM Participating Resource” or “Participating Resource Scheduling Coordinator,” as defined in the CAISO Tariff.

ARTICLE 4. COMMUNICATIONS

4.1 Communications

- 4.1.1 CAISO and BC Hydro shall establish and maintain technical and communication protocols and requirements in furtherance of their performance of obligations under this Agreement, as specified in Article 5 and Schedule C, which shall be based on or otherwise not inconsistent with Inter-Control Center Communication Protocol and Applicable Reliability Standards. These protocols will include redundant protocols to be used in the case of loss of communications, as consistent with Good Utility Practice and as specified in Schedule C.
- 4.1.2 BC Hydro will implement reasonable confidentiality and non-disclosure measures necessary to obtain and maintain the certificates that permit the Parties to establish and maintain the technical and communication requirements specified in Schedule C. Such measures shall be specified by the CAISO in writing provided to BC Hydro and subject to the Parties' mutual agreement. The Parties will engage in reasonable good faith efforts to resolve differences arising under this Section. If the Parties cannot reach resolution, this Agreement may be terminated pursuant to Section 1.3.
- 4.1.3 Notwithstanding any reference to the contrary, as related to the EIM, no other communications between the Parties, including the use of pre-existing or standard CAISO documents and agreements to establish access to or to maintain secure communications, are intended to or shall establish any relationship between BC Hydro and the CAISO beyond that expressly agreed in this Agreement, to imply any participation by BC Hydro in CAISO markets, or to expand BC Hydro's liability or activities beyond what is expressly set out in this Agreement. To the extent there are conflicts between such other communications, documents, or agreements and this Agreement, the conflict shall be resolved consistent with the provisions and purpose of this Agreement.

4.2 Loss of Communications

CAISO and BC Hydro shall by mutual agreement establish procedures to address an interruption of communications, which shall include steps to restore communications and address any impact on system or market operations. Primary and alternative points of contact for operational and technical matters are identified in Schedule A. A Party must update the information in Schedule A relating to its address as that information

changes. Such changes shall not constitute an amendment to this Agreement.

ARTICLE 5. SCOPE OF RESPONSIBILITIES

5.1 Party Responsibilities and Obligations

- 5.1.1 Pursuant to the descriptions and limitations contained in this Agreement, BC Hydro and CAISO shall work to establish a sufficiently accurate model of the BC Hydro Balancing Authority Area, the BC Model, to be incorporated in CAISO's EIM Full Network Model.
- 5.1.2 Pursuant to the descriptions and limitations contained in this Agreement, BC Hydro
- (a) Shall work as necessary with CAISO and Powerex to assess the BC Model;
 - (b) Shall provide updates to the BC Model to CAISO in a format and at reasonable intervals as specified in the CAISO's Full Network Model schedule for incorporation into CAISO's EIM Full Network Model, which procedures and schedules are published annually on the CAISO website and applicable to all Full Network Model updates;
 - (c) Shall recommend model modifications by CAISO to improve the BC Model if needed;
 - (d) Shall provide real time telemetry measurements associated with the most current version of the BC Model, as specified in Schedule C, as is necessary for CAISO to run CAISO's Power Flow Model, State Estimator, and EIM market applications;
 - (e) Shall provide CAISO with equipment outage information, as specified in Schedule C as necessary to support CAISO's Power Flow Model, State Estimator, and EIM market applications;
 - (f) Shall provide load forecasts to CAISO as specified in Schedule C;
 - (g) Shall inform CAISO, as BC Hydro deems necessary, of a contingency and/or operational disturbance within British Columbia; and

- (h) May engage contractor(s) or other entities to provide information and/or support for the performance of operational and management tasks under this Agreement. Any such third party activities shall treat the Covered Data or information exchanged under this Agreement consistent with applicable legal and regulatory requirements and this Agreement, and shall be bound hereto in all respects to the satisfaction of the Parties.

5.2 Party Responsibility for Balancing Authority Areas

The Parties are individually responsible for the efficient use and reliable operation of their Balancing Authority Areas consistent with Applicable Reliability Standards and in accordance with their respective transmission tariffs, business practices, and Good Utility Practice. Nothing in this Agreement is intended to change, supersede, or alter either Party's obligations to abide by Applicable Reliability Standards and the directives or operating instructions issued by the Reliability Coordinator, or to provide open and non-discriminatory transmission access in accordance with the terms of their respective transmission tariffs. If BC Hydro or the CAISO, each in its sole discretion, determines that an action required by this Agreement will harm the reliability of its transmission system, or will otherwise be inconsistent with tariff or other legal or regulatory standards or obligations, each retains the right to take any appropriate action consistent with those standards or obligations.

ARTICLE 6. DATA SHARING AND CONFIDENTIALITY

6.1 Limitations on Data Sharing

- 6.1.1 Nothing in this Agreement shall be understood to authorize, and provisions shall be interpreted as to not authorize:
 - (a) The use or sharing of Covered Data in a manner prohibited by Applicable Standards of Conduct or other Applicable Legal Authority;
 - (b) The release of information where release is prohibited or limited by Applicable Reliability Standards; or
 - (c) The release of information where release is prohibited or limited by another agreement or any other applicable law or regulation.
- 6.1.2 BC Hydro and CAISO each acknowledge that:

- (a) BC Hydro's data sharing obligations under this Agreement will not exceed those elements that have been mutually agreed by BC Hydro and CAISO to be necessary to support Powerex's EIM participation, as specified in Schedule C;
- (b) BC Hydro's obligations to provide Covered Data as specified in this Agreement do not obligate BC Hydro to provide any data inputs or underlying calculations to the Covered Data, unless and only to the extent specified in Article 5 and Schedule C;
- (c) BC Hydro shall have and maintain full control and ownership of any Covered Data it provides; and
- (d) Except as explicitly set forth in this Agreement and its Schedules on the date of execution of this Agreement, CAISO does not require, and will not seek or be permitted access to:
 - i. BC Hydro customer information;
 - ii. BC Hydro non-public forecasts or analyses of generation resources, including, but not limited to, water in-flows or discharge information, snowpack, reservoir or storage levels, or other related data inputs; or
 - iii. BC Hydro non-public forecasts or analyses of load information beyond that which is mutually agreed to be necessary to support Powerex's EIM participation.

6.2 No Third Party Right

This Agreement creates no third party right of access to Covered Data.

6.3 Confidentiality of Covered Data

- 6.3.1 Covered Data to be shared pursuant to this Agreement is to be treated as non-public, confidential, business sensitive, and potentially harmful to competition if inappropriately disseminated, unless and until it is made publicly available by BC Hydro or pursuant to Section 6.3.2(c).
- 6.3.2 CAISO agrees, both as a condition to its right to receive Covered Data under this Agreement and as a contractual obligation under

this Agreement, to treat any Covered Data received herein as follows:

- (a) CAISO shall take all necessary precautions to not disclose Covered Data received from BC Hydro pursuant to this Agreement to third parties and in so doing shall not, even under conditions of confidence, make available, disclose, provide or communicate the Covered Data to a third party without BC Hydro's prior written consent.
- (b) The Covered Data is not to be used, or made available for use, in Merchant/Market Function activities as defined herein, except as permitted by the Applicable Standards of Conduct.
- (c) CAISO shall not disclose the Covered Data obtained from BC Hydro in the course of carrying out its responsibilities as EIM Market Operator, except (i) as permitted in writing by BC Hydro, (ii) under compulsion of law, to the extent ordered by Applicable Regulatory Authority or court of competent jurisdiction, or (iii) when aggregated without attribution to BC Hydro in the course of CAISO carrying out its responsibilities as EIM Market Operator.
- (d) In the event that CAISO receives a request to disclose the Covered Data pursuant to applicable legal or regulatory requirements, including under Section 6.3.2(c)(ii), CAISO shall notify BC Hydro promptly of such request, and prior to disclosure to the extent possible, so as to provide BC Hydro an opportunity to assist CAISO in asserting why the information requested is not subject to release, and why release of the Covered Data will harm BC Hydro's interests. Each Party shall bear its own costs in responding to such a request. Following disclosure, CAISO shall specify in writing to BC Hydro any Covered Data it is ultimately required to release pursuant to applicable legal or regulatory requirements
- (e) In the event that CAISO inadvertently discloses Covered Data to a third party, CAISO shall request that the third party destroy, delete or return any originals or copies. CAISO shall take reasonable steps to ensure and verify that the materials are returned or destroyed. CAISO must advise BC Hydro of any such inadvertent disclosure and

confirm the resolution of the return or destruction of the Covered Data.

- (f) CAISO officers, trustees, directors, employees, subcontractors and subcontractors' employees, and agents are permitted to use and access Covered Data as necessary to perform their roles, to the extent this is consistent with this Agreement's stated purpose as described in Section 1.1. However, CAISO must ensure that such individuals are under legally binding obligations of confidentiality that are at least as restrictive as those contained herein.

6.4 Data Return or Destruction

All Covered Data shall remain the property of BC Hydro, and CAISO shall be responsible for ensuring that the Covered Data is safeguarded and returned to BC Hydro without limitation, upon written request from BC Hydro or upon termination of this Agreement. Alternatively, and upon mutual written agreement with BC Hydro, original Covered Data and any copies may be destroyed. Notwithstanding the foregoing, CAISO may, following a request for the return of some or all of the Covered Data or upon termination of this Agreement, keep one copy of the returned Covered Data if required to support CAISO activities in the course of carrying out its responsibilities as EIM Market Operator or as otherwise required by Applicable Regulatory Authority, but may not use or disclose the Covered Data for any other reason. In each case, all Covered Data not otherwise returned or destroyed pursuant to written request by BC Hydro will be destroyed in accordance with CAISO's document retention policies.

6.5 Cease Transfer of Covered Data

BC Hydro reserves the right to immediately cease the transfer of Covered Data if it determines that CAISO has breached any material requirements of this Agreement.

6.6 Survival

The terms of Article 6 shall survive the voiding or the Termination of this Agreement until the Covered Data is returned or destroyed in response to written request or otherwise in the normal course of business. Alternatively, upon request of either Party, the Parties may elect to execute an agreement encompassing the protections of Article 6 of this Agreement.

ARTICLE 7. Limitations on Liability

7.1 Limitation on Liability Between Parties

The Parties' duties and standard of care with respect to each other and the benefits and rights conferred on each other, shall be no greater than as explicitly stated herein. Neither Party, its directors, officers, trustees, employees, subcontractors, subcontractor's employees, or agents, shall be liable to the other Party for any loss, damage, claim, cost, charge, or expense arising from the Party's performance or non-performance under this Agreement, except to the extent of a Party's gross negligence or willful misconduct. Further, neither Party, its directors, officers, governors, employees, or agents shall be liable for or be entitled to recover from the other Party, in connection with that Party's performance or non-performance under this Agreement, any damages for business interruption or loss of actual or anticipated profits or any indirect, consequential, special, incidental, economic, contingent, exemplary, or penal damages whatsoever. Each Party retains its legal and equitable remedies in the event that it believes disclosure will result in irreparable harm.

7.2 Limitation on Liability from Third Parties

Except as otherwise expressly provided herein, nothing in this Agreement shall be construed or deemed to confer any right or benefit on, or to create any duty to, or standard of care with reference to any third party, or any liability or obligation, contractual or otherwise, on the part of CAISO or BC Hydro.

ARTICLE 8. Miscellaneous

8.1 Uncontrollable Forces

An Uncontrollable Force means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause (including without limitation equipment failure) beyond the reasonable control of a Balancing Authority which could not be avoided through the exercise of Good Utility Practice.

Neither CAISO nor BC Hydro will be considered in default of any obligation under this Agreement or liable to the other for direct, indirect, or consequential damages to the extent prevented from fulfilling that obligation due to the occurrence of an Uncontrollable Force.

In the event of the occurrence of an Uncontrollable Force, which prevents either CAISO or BC Hydro from performing any obligations under this Agreement, the affected entity shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Uncontrollable Force. CAISO and BC Hydro shall each use all commercially reasonable efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligations hereunder.

8.2 Warranties and Representations

- 8.2.1 Each Party represents and warrants that the execution, delivery, and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent required by Applicable Legal Authority.
- 8.2.2 Covered Data exchanged under this Agreement carries no warranty or representation of any kind, either express or implied. CAISO receives the Covered Data "as is" and with all faults, errors, defects, inaccuracies, and omissions. BC Hydro makes no representations or warranties whatsoever with respect to the availability, timeliness, accuracy, reliability, or suitability of any Covered Data. CAISO disclaims and waives all rights and remedies that it may otherwise have with respect to all warranties and liabilities of BC Hydro, expressed or implied, arising by law or otherwise, with respect to any faults, errors, defects, inaccuracies, or omissions in or availability, timeliness, reliability, or suitability of the Covered Data, unless BC Hydro knowingly and deliberately

provides false Covered Data. Each Party assumes any and all risk and responsibility for selection and use of, and reliance on, any Covered Data provided under this Agreement.

8.3 Notices

Any notice, demand, or request which may be given to or made upon either Party regarding this Agreement shall be made in writing and shall be deemed properly served, given, or made: (a) upon delivery if delivered in person; (b) upon delivery if delivered by email; (c) five (5) days after deposit in the mail if sent by first class United States mail or by Canada Post, postage prepaid; (d) upon receipt of confirmation by return facsimile if sent by facsimile; or (e) upon delivery if delivered by prepaid commercial courier service. A Party must update the information in Schedule B relating to its address as that information changes. Such changes shall not constitute an amendment to this Agreement.

8.4 Waivers

Any waiver at any time by either Party of its rights with respect to any default under this Agreement or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right under this Agreement, shall not constitute or be deemed a waiver of such right.

8.5 Venue, Forum, and Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Agreement that cannot be resolved within sixty (60) days of either Party's receipt of a notice requesting good faith negotiations shall be determined by arbitration in accordance with the International Arbitration Rules (the "IA Rules") of the American Arbitration Association. The place of arbitration shall be Portland, Oregon, USA. The number of arbitrators shall be one and shall be selected from the Energy Panel of the American Arbitration Association. If the Parties cannot agree on the arbitrator, the arbitrator shall be selected from the Energy Panel under the IA Rules (all as provided for in the IA Rules). The costs of, and incidental to, the arbitration shall be paid as ordered by the arbitrator, provided that the Parties hereby express their mutual wish that the award of such costs shall follow the arbitration award, subject to the arbitrator's discretion to award costs otherwise if the circumstances warrant it. The arbitrator's decision shall be final, binding and without appeal. The language of the arbitration shall be English.

8.6 Consistency with Laws and Regulations

Nothing in this Agreement shall compel a Party to violate any applicable statutes, regulations, court orders or orders of an Applicable Regulatory Authority.

8.7 Rules of Interpretation

- 8.7.1 To the extent possible, all provisions of this Agreement shall be construed in a manner consistent with the purpose set out in Section 1.1 of this Agreement;
- 8.7.2 if and to the extent a conflict arises between this Agreement and the CAISO Tariff, this Agreement shall govern;
- 8.7.3 the singular shall include the plural and vice versa;
- 8.7.4 the masculine shall include the feminine and neutral and vice versa;
- 8.7.5 “includes” or “including” shall mean “including without limitation”;
- 8.7.6 references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
- 8.7.7 a reference in this Agreement to a given agreement or instrument, including the CAISO Tariff, shall be construed as a reference to that agreement or instrument as it may subsequently be modified, amended, supplemented or restated, and any reference in this Agreement to a section, article, or schedule of such an agreement or instrument shall be a reference to that section, article, or schedule, as it may subsequently be renumbered, modified, amended, or supplemented, unless otherwise agreed by the Parties;
- 8.7.8 unless the context otherwise requires or the Parties otherwise agree, references to any law or governmental regulation shall be deemed references to such law or regulation as it may be amended, replaced or restated from time to time and any reference to a section, article, or schedule of such law or governmental regulation shall be a reference to that section, article, or schedule, as it may be renumbered, modified, amended, or supplemented;
- 8.7.9 unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation,

- joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- 8.7.10 any reference to a day, week, month or year is to a calendar day, week, month or year;
- 8.7.11 unless the context requires otherwise, “or” is used in the conjunctive sense; and
- 8.7.12 the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

8.8 Applicability

The Parties agree that this Agreement shall govern all data shared by BC Hydro, or caused to be shared by BC Hydro, in furtherance of the stated purpose in Section 1.1, including Covered Data made available prior to the execution or the effective date of this Agreement and data that may be found to fall outside the specifications set out in Article 5 and Schedule C.

8.9 Severability

If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination, unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

8.10 Amendments

The Parties intend that the terms of this Agreement control and supersede any prior, contemporaneous or subsequent course of performance, course of dealing, or written or oral communications between the Parties that could be construed to impose obligations or to establish any relationship between the Parties inconsistent with any of the terms herein. Notwithstanding this restriction, this Agreement and the Schedules herein may be amended from time to time by mutual agreement of the Parties, as formalized by a writing prepared solely for that purpose and signed by both Parties. Amendments to this Agreement that are subject to Applicable Regulatory Authority approval shall not take effect until the Applicable Regulatory Authority has or have, as applicable, accepted such amendments for filing and has or have made them effective. If the amendment does not require Applicable Regulatory Authority approval, the amendment will be filed with Applicable Regulatory Authority for information. The Parties agree that amendments to the Schedules attached hereto do not constitute amendments that are subject to approval of an Applicable Regulatory Authority.

8.11 Counterparts

This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.



IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date first written above.

California Independent System Operator Corporation

By: DocuSigned by:
Eric Schmitt
0971A84CB55B4B8...

Name: Eric Schmitt

Title: VP, Operations

Date: 11/1/2017

British Columbia Hydro and Power Authority

By: DocuSigned by:
Paul Choudhury
8CE6844E82F648F...

Name: Paul choudhury

Title: Director, T&D System Operations, BC Hydro

Date: 11/1/2017

SCHEDULE A
POINTS OF CONTACT (OPERATIONAL)

BC Hydro

Name of Primary: Djordje Atanackovic
Title: Engineering Division Manager
Address: c/o BC Hydro Dunsmuir Office (333 Dunsmuir Street)
City/State/Postal Code: Vancouver, BC V6B5re
Email Address: djordje.atanackovic@bchydro.com
Phone: 604-455-4205
Fax No: 604-455-1911

Name of
Alternate Representative: Margaret Toussaint
Title: Engineering team Lead
Address: c/o BC Hydro Dunsmuir Office (333 Dunsmuir Street)
City/State/Postal Code: Vancouver, BC V6B5re
Email Address: Margaret.Toussaint@bchydro.com
Phone: 604-455-1794
Fax No: 604-455-1911

CAISO:

Name of Primary: Hani Alarian
Title: Director, Power Systems Technology Operations
Address: 250 Outcropping Way
City/State/Postal Code: Folsom, CA 95630
Email Address: gandelidis@caiso.com
Phone: 916-351-2393

Name of Alternate

Representative: Khaled Abdul-Rahman
Title: Executive Director
Address: 250 Outcropping Way
City/State/Postal Code: Folsom, CA 95630
Email Address: KAbdulRahman@caiso.com
Phone: (916) 351-2315

SCHEDULE B

NOTICES

[Section 8.3]

BC Hydro

Name of Primary: Paul Choudhury
Title: Director, Transmission & Distribution System Operations
Address: c/o BC Hydro Dunsmuir Office (333 Dunsmuir Street)
City/State/Postal Code: Vancouver, BC V6B 5R3
Email Address: Paul.Choudhury@bchydro.com
Phone: 604-455-4204
Fax No: 604-455-1911

Name of Alternate Representative: Djordje Atanackovic
Title: Engineering Division Manager
Address: c/o BC Hydro Dunsmuir Office (333 Dunsmuir Street)
City/State/Postal Code: Vancouver, BC V6B5re
Email Address: djordje.atanackovic@bchydro.com
Phone: 604-455-4205
Fax No: 604-455-1911

CAISO:

Name of Primary Representative: Regulatory Contracts
Title: N/A
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: RegulatoryContracts@caiso.com
Phone: (916) 351-4400
Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley
Title: Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063



SCHEDULE C

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CONFIDENTIAL PRIVILEGED ATTACHMENT

PURSUANT TO 18 C.F.R. § 388.112

DO NOT RELEASE

**Attachment B – Executed Data Sharing Agreement
between BC Hydro and the
California Independent System Operator Corporation
CAISO Rate Schedule No. 103**

**Attachment C – Form Protective Agreement
Data Sharing Agreement between BC Hydro and the
California Independent System Operator Corporation
CAISO Rate Schedule No. 103**

PROTECTIVE AGREEMENT

This Protective Agreement (“Agreement”) is entered into this ____ day of _____, 2017 by and between the California Independent System Operator Corporation (“CAISO”) and _____ (“Intervenor”), or *vice versa*, in connection with the proceeding before the Federal Energy Regulatory Commission (the “Commission”) in Docket No. _____. The CAISO and Intervenor are sometimes referred to as herein individually as a “Party” or jointly as the “Parties.”

1. The CAISO filed Protected Materials in the above-referenced Commission proceeding and Intervenor is a Participant in such proceeding, as the term Participant is defined in 18 C.F.R. Section 385.102(b), or has filed a motion to intervene or a notice of intervention in such proceeding. The CAISO and Intervenor enter into this Agreement in accordance with their respective rights and obligations set forth in 18 C.F.R. Section 388.112(b)(2). Notwithstanding any order terminating such proceeding, this Agreement shall remain in effect until specifically modified or terminated by the Commission or court of competent jurisdiction.

2. This Agreement applies to the following two categories of Protected Materials: (A) a Party may designate as protected those materials which customarily are treated by that Party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Party or its customers to risk of competitive disadvantage or other business injury; and (B) a Party shall designate as protected those materials which contain privileged trade secret, commercial and financial information, as defined in 18 C.F.R. Section 388.107.

3. Definitions – For purposes of this Agreement:

(a) (1) The term “Protected Materials” means (A) materials provided by a Party in association with this proceeding and designated by such Party as protected; (B) any information contained in or obtained from such designated materials; (C) notes of Protected Materials; and (D) copies of Protected Materials. The Party producing the Protected Materials shall physically mark them on each page as “PROTECTED MATERIALS” or with words of similar import as long as the term “Protected Materials” is included in that designation to indicate that they are Protected Materials. If the Protected Materials contain Critical Energy Infrastructure Information, the Party producing such information shall additionally mark on each page containing such information the words “Contains Critical Energy Infrastructure Information – Do Not Release.”

(2) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 3(a)(1). Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided in this Agreement.

(3) Protected Materials shall not include (A) any information or document contained in the publicly-available files of the Commission or of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which

becomes public knowledge, other than through disclosure in violation of this Agreement, or (C) any information or document labeled as “Non-Internet Public” by a Party, in accordance with Paragraph 30 of FERC Order No. 630, FERC Stats. & Regs. ¶ 31,140 (2003). Protected Materials do include any information or documents contained in the files of the Commission that has been designated as Critical Energy Infrastructure Information.

(b) The term “Non-Disclosure Certificate” shall mean the certificate annexed hereto by which Reviewing Representatives who have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement, and that they have read the Agreement and agree to be bound by it. Each Party shall provide a copy of the Non-Disclosure Certificate(s) executed by its Reviewing Representative(s) to the other Party prior to such Reviewing Representative(s) receiving access to any Protected Materials.

(c) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is:

- (1) an attorney retained by a Party for purposes of this proceeding;
- (2) attorneys, paralegals, and other employees associated for purposes of this proceeding with an attorney described in Paragraph (3)(c)(1);
- (3) an expert or employee of an expert retained by a Party for the purpose of advising, preparing or testifying in this proceeding;
- (4) a person designated as a Reviewing Representative by order of the Commission; or
- (5) employees or other representatives of a Party with significant responsibility for matters involving this proceeding.

4. Protected Materials shall be made available under the terms of this Agreement only to Parties and only through their Reviewing Representative(s) as provided in Paragraphs 7-9.

5. Protected Materials shall remain available to a Party until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Party shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Party that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period the Party, if requested to do so, shall also submit to the producing Party an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be

maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Agreement.

6. All Protected Materials shall be maintained by the Party in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9.

7. Protected Materials shall be treated as confidential by the Party and its Reviewing Representative(s) in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) If a Reviewing Representative's scope of employment includes the marketing of energy or the buying or selling of generating assets, the direct supervision of any employee or employees whose duties include the foregoing, the provision of consulting services to any person whose duties include the foregoing, or the direct supervision of any employee or employees whose duties include the foregoing, such Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give any Party or any competitor of any Party a commercial advantage.

(b) In the event that a Party wishes to designate as a Reviewing Representative a person not described in Paragraph 3(c) above, the Party shall seek agreement from the Party providing the Protected Materials. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(c) above with respect to those materials. If no agreement is reached, the Party shall submit the disputed designation to the Commission for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Party asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Agreement.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing

Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(c), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the certification.

11. Subject to Paragraph 17, the Commission shall resolve any disputes arising under this Agreement. Prior to presenting any dispute under this Agreement to the Commission, the Parties shall use their best efforts to resolve it. If a Party contests the designation of materials as protected, it shall notify the Party that provided the Protected Materials by specifying in writing the materials whose designation is contested. This Agreement shall automatically cease to apply to such materials five (5) business days after the notification is made unless the Party, within said 5-day period, files a motion with the Commission, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the Party seeking protection. If the Commission finds that the materials at issue are not entitled to protection, the procedures of Paragraph 17 shall apply. The procedures described above shall not apply to Protected Materials designated by a Party as Critical Energy Infrastructure Information. Materials so designated shall remain protected and subject to the provisions of this Agreement unless a Party requests and obtains a determination from the Commission's Critical Energy Infrastructure Information Coordinator that such materials need not remain protected.

12. All copies of all documents reflecting Protected Materials, including the portion of any hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, shall be filed and served in sealed envelopes or by other appropriate means endorsed to the effect that they are protected pursuant to this Agreement. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served under seal upon the Commission and all Reviewing Representatives who are on the service list. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release." For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served on all parties on the service list. Counsel for the producing Party shall, upon the request of a Party, provide a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons. If any Party desires to include, utilize or refer to any Protected Materials or information derived therefrom in pleadings, testimony or exhibits to these proceedings in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Party shall first notify both counsel for the disclosing Party and the Commission of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Materials will be governed by procedures determined by the Commission.

13. Nothing in this Agreement shall be construed as precluding any Party from objecting to the use of Protected Materials on any legal grounds.

14. Nothing in this Agreement shall preclude any Party from requesting the Commission or any other body having appropriate authority to find that this Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Agreement. The Commission may alter or amend this Agreement as circumstances warrant at any time during the course of this proceeding.

15. The Parties may amend this Agreement only by mutual consent and in writing, provided, however, that a Party has the right to seek changes to this Agreement as appropriate from the Commission.

16. All Protected Materials filed with the Commission, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or by other appropriate means bearing prominent markings indicating that the contents include Protected Materials subject to this Agreement. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release."

17. If the Commission finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Agreement for three (3) business days from the date of issuance of the Commission's decision, and if the Party seeking protection files an interlocutory appeal or requests that the issue be certified to the Commission, for an additional seven (7) business days. No Party waives its rights to seek additional administrative or judicial remedies after the Commission's decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. The provisions of 18 C.F.R. Sections 388.112 and 388.113 shall apply to any requests for Protected Materials in the files of the Commission under the Freedom of Information Act (5 U.S.C. § 552).

18. Nothing in this Agreement shall be deemed to preclude either Party from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Agreement.

19. Neither Party waives the right to pursue any other legal or equitable remedies that may be available in the event of actual anticipated disclosure of Protected Materials.

20. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Agreement and shall be used only in connection with this proceeding. Any violation of this Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

IN WITNESS WHEREOF, the Parties each have caused this Protective Agreement to be signed by their respective duly authorized representatives as of the date first set forth above.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Representing CAISO

Representing Intervenor

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement dated _____, 2017 by and between the CAISO and _____ concerning materials in Federal Energy Regulatory Commission Docket No. _____, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with the Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____

Name: _____

Title: _____

Representing: _____