**GTC Security Requirements Certification Agreement**

Georgia Transmission Corporation (“GTC”) and       (“Contractor”) (collectively, the “Parties”) agree to the terms of this Security Requirements Certification Agreement (“Agreement”), and intend for this Agreement to comprise the entire agreement among the Parties, except where this Agreement is executed pursuant to an Agreement for Construction, Purchase Order, or Task Release, in which event this Agreement shall be incorporated into and act as a supplement to those documents. This Agreement shall supersede any Security Requirements Certification Agreement previously executed by the Parties, and shall apply to all current and future services provided by Contractor to GTC. GTC requires Contractor’s execution of this Agreement because GTC anticipates that one or more of Contractor’s employees or subcontractors will need (1) electronic access (onsite or remote) to assets subject to the North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) reliability standards; (2) unescorted physical access to specified areas where such assets are housed [(1) and (2) collectively referred to as “Asset Access”]; or (3) information access related to such assets (“Information Access”).

**A. Initial Requirements**

(1) Prior to assigning an employee or subcontractor to perform work for GTC that requires Asset Access, Contractor will conduct a Personnel Risk Assessment (“PRA”) that complies with the requirements set forth in NERC CIP Reliability Standard CIP-004-6 or any successor standard, and is consistent with the requirements set forth below:

1. Complete an identity confirmation of the individual, consisting of Social Security number (SSN) verification through the E-Verify program operated by the Department of Homeland Security, or other method of identity confirmation approved by GTC.
2. Perform a seven year criminal history records check on the individual that meets the following criteria:
	* + 1. The criminal history check must cover the individual’s current residence, regardless of duration; and other locations where, during the seven years immediately prior to the date of the criminal history records check, the individual has resided for six consecutive months or more.
			2. If it is not possible to perform a full seven year criminal history records check, conduct as much of the seven year criminal history records check as possible and document the reason the full seven year criminal history records check could not be performed.
			3. The criminal history records check shall be performed by a vendor approved by GTC, as listed on a dated Vendors for Background Screening list. GTC reserves the right to update the list as it deems necessary.

When conducting any PRA required by this Agreement, Contractor shall be responsible for compliance with all applicable laws.

(2) Prior to assigning an employee or subcontractor to perform work for GTC that requires Asset Access or Information Access, Contractor will:

1. Ensure that the individual has completed initial cyber security training provided by, specified or pre-approved by GTC; and
2. Provide the employee or subcontractor with a copy of GTC’s Cyber Security Policy (“Policy”);
3. Submit a completed Cyber Asset Access Authorization Request (“CAAAR”) form to the email address indicated in the Documentation section below;
4. Provide a resource for the purpose of coordinating controls for access and incident response (contact information shall be provided on the CAAAR form); and
5. Develop, implement, and maintain policies and procedures addressing electronic and physical security controls that ensure (1) Asset Access and Information Access is prohibited to unauthorized individuals and that any access credentials provided by GTC are adequately protected, (2) coordination with GTC on all remote access to GTC’s systems and networks, regardless of interactivity, and (3) personnel accessing GTC networks are uniquely identified and accounts are not shared.

**B. Ongoing Requirements**

(1) Contractor will update contact information for access control and incident response coordination upon any changes.

(2) Contractor will ensure that each employee or subcontractor with Asset Access or Information Access:

1. Agrees to abide by all Policy revisions or additions provided to Contractor by GTC within seven days of receipt;
2. Completes additional training provided by, specified or pre-approved by GTC each calendar year;
3. Reviews cyber security awareness updates supplied or approved by GTC each calendar quarter;
4. Timely reports any changes to his or her criminal history information and results ; and
5. Only as to an employee or subcontractor with Asset Access, passes an additional PRA at least once every seven years from the date of the original assessment (or earlier if required by GTC).

(3) Contractor will have policies, procedures, or guidance in place regarding its personnel’s obligations to report any updates to their criminal history records checks or results and to ensure timely reporting of such changes to GTC.

(4) Contractor shall coordinate with GTC on any changes to remote access methods or controls prior to making any modifications and ensure that GTC retains the ability to disable any remote access.

(5) As to any personnel for which Contractor gives notice to GTC pursuant to paragraph D of this Agreement, Contractor will take all steps reasonably necessary to immediately deny personnel any further access to GTC information or equipment, including, without limitation, removing and securing individual credentials and access badges, access tokens, keys, key fobs, and laptops, as applicable. Additionally, Contractor shall notify GTC of all such steps taken and shall return any GTC information or equipment within 15 days of the date Contractor gives notice pursuant to paragraph D.

**C. Documentation**

(1) Prior to an individual being placed in a role requiring Asset Access or Information Access, Contractor agrees to provide, to hrcybergasoc@gasoc.com, the completed CAAAR form and, if applicable, a redacted PRA (without SSN or other personal identifying information, except name). Contractor also agrees to retain such documentation for each employee or subcontractor with Asset Access or Information Access for seven years and provide it to GTC upon request within three days.

(2) Contractor will use the following criteria for determining satisfactory results of the PRA:

**PASS:**

* If SSN verification, or other approved method of identity confirmation, results are satisfactory, and
* Seven year criminal history records check is clear, excluding minor traffic violations (DUI and reckless driving are not minor traffic violations).

**FAIL:**

* If unable to confirm identity via SSN verification, or other approved method of identity confirmation, or
* Felony crime conviction(s).

(3) Misdemeanor crime conviction(s), the inability to perform a full seven year PRA, PRA results that are questionable, or any other situation not falling into one of the above categories will be sent by Contractor to GTC’s Human Resources Contact for review to determine if Asset Access will be granted. Such determination shall be made in GTC’s sole discretion.

**D. Notice**

**Contractor is aware that GTC is subject to strict regulatory requirements regarding the termination of Asset Access and Information Access. Contractor will develop and maintain policies and procedures to implement the notifications required in this section within the specified timeframe and will provide such policies and procedures to GTC upon request. Using the email address specified in this Agreement, Contractor shall notify GTC by email within FOUR (4) HOURS of any of the following:**

* **Terminations, reassignments, suspensions, transfers, leave of absence or any other scenario or anticipated period of inactivity that causes the employee or subcontractor to no longer need Asset Access or Information Access. “Terminations” include: (i) the termination of employment of an employee or subcontractor that has current Asset Access or Information Access; (ii) a retirement effective on the employee’s last working day (which may be earlier than the official end of employment date); (iii) when Contractor becomes aware of the death of any employee or subcontractor that has current Asset Access or Information Access;**
* **Any scenario which causes the employee or subcontractor to no longer qualify for Asset Access pursuant to the PRA criteria set forth above**
* **Contractor identifies any adverse changes to the criminal history records of any employee or subcontractor with Asset Access or Information Access, including, without limitation, identification of any information not previously known or reported in his or her criminal history records check; or**
* **Contractor reasonably believes that any employee or subcontractor with Asset Access or Information Access poses a threat to GTC’s working environment or property, including GTC employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or employee information.**
* **Asset Access or Information Access is no longer needed for any other reason, including, without limitation, where the Contractor has completed its Work or Services, or provided the Goods or other deliverable to GTC such that it no longer needs such Information Access or Asset Access.**

**E. Remedies and Damages**

**Contractor and GTC agree that the cost to GTC of potential regulatory penalties and damage to its reputation from Contractor’s failure to provide adequate notice is difficult to determine. Accordingly, Contractor agrees to pay GTC the amount of $1,000 per day, as long as the violation occurs, as liquidated damages, and not as a penalty, for each instance where it does not timely provide the notice specified in this Agreement.**

**Contractor and GTC also agree that, if the Contractor, its employees or subcontractors disable, tamper with or cause to be defeated any security features or access control measures on or in GTC facilities (“Security Tampering”), the cost to GTC of potential damages and regulatory penalties is difficult to determine. Accordingly, Contractor agrees to pay GTC the amount of $10,000 as liquidated damages, and not as a penalty, upon the occurrence of each such Security Tampering.**

If the Contractor fails to complete any requirement of this Agreement, GTC may, at its sole discretion, deny or revoke Asset Access or Information Access to the employee or subcontractor of the Contractor, and may dismiss the employee or subcontractor immediately, and cancel any applicable Agreement for Construction, Task Release or Purchase Order. This remedy is in addition to any other remedies that may be available to GTC and no such remedies are waived by this provision.

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| **GTC’s Contacts** |
| **GTC’s Contact for Terminations, Reassignments and Transfers****Contact GTC within FOUR (4) HOURS using the single e-mail address below to notify GTC of the termination, reassignment, or transfer of an employee or subcontractor, or if the employee or subcontractor no longer needs Asset Access or Information Access for any reason:****assetaccess@gatrans.com** |
| **GTC’s Contact for Personnel Risk Assessment, Certifications or PRA Results Requiring Review:****hrcybergatrans@gatrans.com** |

The duly authorized representatives of the parties have executed this Agreement to be effective on the date indicated below.

Effective as of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GTC: Contractor:**

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| By: |  |  | By: |  |
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| Title: |       |  | Title: |  |
| Date: |       |  | Date: |  |