



Massachusetts State Police Written Agreement Sign-Off Sheet

Proposed Agreement	MOA - NSTAR GAS & ELECTRIC		
Participating Agency	NSTAR		
Date Submitted	5/10/05	Time Sensitive	

Submitting Officer Rank/Name/ID#	PAUL CONNERLY C633		
Division	DFS	(DIS)	DST DAS
Duty Assignment	CIS Fusion Center		

Troop/Section/Unit Commander			
Signature:	Date Forwarded to Division Commander: 6/13/05		
Approved <input checked="" type="radio"/> Yes <input type="radio"/> No	Additional Information Needed		<input type="radio"/> Yes
RECOMMEND APPROVAL Comments:			

Division Commander			
Signature:	Date Forwarded to Legal Section: 6/13/05		
Approved <input checked="" type="radio"/> Yes <input type="radio"/> No	Additional Information Needed		<input type="radio"/> Yes
Reviewed by Chief Administrative Officer <input checked="" type="radio"/> Yes <input type="radio"/> No	CAO Signature:		
Comments:			

Legal Section			
Signature:	Date Forwarded to Superintendent: 6/19/05		
Approved <input checked="" type="radio"/> Yes <input type="radio"/> No	Additional Information Needed		<input type="radio"/> Yes
Comments:			
Please forward a signed copy to legal for filing. Thank!			

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is being entered into with **NSTAR Electric & Gas Corporation** for the purpose of exchanging information related to Critical Infrastructure Protection in the Commonwealth.

I. Purpose:

To establish procedures and responsibilities for employees of the Commonwealth Fusion Center and **NSTAR Electric & Gas Corporation** related to Critical Infrastructure Protection and Information Sharing.

II. Policy:

It is the policy of the Commonwealth Fusion Center to keep confidential all information submitted to it by participating partner organizations and agencies as specified by **exemption (n)** to the Massachusetts Public Records law, G. L. c. 4, § 7(26).

Exemption (n) applies to:

“records including, but not limited to, blue prints, plans, policies, procedures and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, or any other records relating to the security or safety of persons, buildings, structures, facilities, utilities, transportation or other infrastructure located within the commonwealth, the disclosure of which, in the reasonable judgment of the custodian, subject to review by the supervisor of public records under subsection (b) of section 10 of chapter 66, is likely to jeopardize public safety.”

Under exceptional circumstances (e.g. imminent, credible and specific threat), critical infrastructure information provided to the Commonwealth Fusion Center may be shared with other entities involved in addressing or mitigating the threat, on a strictly need to know basis.

Information provided to the Commonwealth Fusion Center may also be used, as necessary, as background information in the development of other intelligence products. It is the policy of the Commonwealth Fusion Center to protect the integrity of sensitive information and to restrict disbursement of such information strictly to a need-to-know audience.

It is important to note that providing safety and/or threat related information to the Commonwealth Fusion Center does not obviate the need for partner organizations and agencies to comply with existing regulatory reporting requirements.

III. Procedure

All information shared by **NSTAR Electric & Gas Corporation** with the Commonwealth Fusion Center in the context of Critical Infrastructure Protection will be treated by the Commonwealth Fusion Center as exempt from the Massachusetts Public Records law, pursuant to G. L. c. 4, § 7(26)(n) (Exemption (n)).

The Commonwealth Fusion Center is committed to working with its partner organizations and agencies within the framework of Critical Infrastructure Protection. As such, the Commonwealth Fusion Center will distribute information to partner organizations and agencies, as needed, with due respect to limitations imposed by public safety interests.

It is the goal of the Commonwealth Fusion Center to receive Critical Infrastructure Information as expeditiously as possible. To that end, the Commonwealth Fusion Center is open to receiving information from its partner organizations and agencies in whatever form proves most expedient. Whenever possible, electronic format is preferred.

IV. Duration

This MOA shall remain in effect indefinitely. This agreement may be changed or modified by written consent of all involved parties. Both parties will review this agreement every two years.

V. Amendment

Modifications or amendments to this Agreement shall be in writing and duly executed by both parties to be effective.

VI. Terms

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or to bind either of the parties hereto. This Agreement will become effective when signed by all parties.

VII. Termination

Either party may terminate this MOA by providing 30 days written notice to the other.

VIII. Severability

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the

fundamental purpose of the Agreement, and to that end the provisions of this Agreement are declared to be severable.

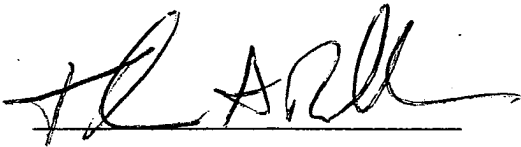
IX. Jurisdiction

This MOA shall be governed by the laws of the State of Massachusetts but without regard to any conflict of laws principles which would make the laws of any other jurisdiction applicable to the Agreement.

In WITNESS WHEREOF, each party hereto has caused this agreement to be executed in its name and on its behalf by its duly authorized officer or agent as of this day and year set forth below.

DATED this 20th day of June, 2005.

DEPARTMENT OF STATE POLICE



Colonel Thomas G. Robbins

and

NSTAR ELECTRIC & GAS CORPORATION

Richard J. Morriss
Clerk + Ass. General Counsel