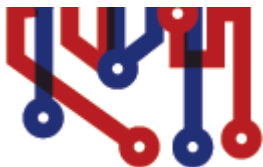


# Terms Of Reference European Energy ISAC



# EE-ISAC

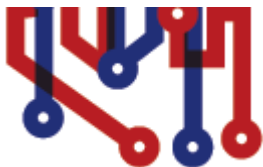


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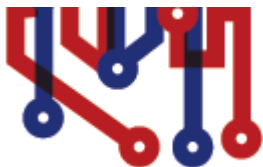
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0.1	October 1, 2013	First drafted concept	Martijn Ronteltap, Alliander Security Manager
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0.3	October 15, 2014	Update after receiving feedback from three key stakeholders	Martijn Aarten, Alliander Privacy & Security Manager
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0.6	December 8, 2014	Update after receiving feedback on 2 <sup>nd</sup> Key Stakeholder meeting	Martijn Aarten, Alliander Privacy & Security Manager
0.7	January 9, 2015	Update after receiving feedback stakeholders	Martijn Aarten, Alliander Privacy & Security Manager

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1.4	July 26, 2018	- Legal ratification with AoA	Pia Choksi, Admin Support
1.4	August 07, 2018	- Comments on legal ratification with AoA - Minor changes	Johan Rambli, EE-ISAC Member
1.4	September 04, 2018	- Legal ratification with AoA	Pia Choksi, Admin Support

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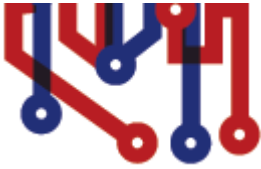


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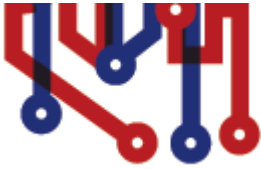
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# 1. Introduction

## 1.1. Background

European critical infrastructures are increasingly dependent on information, operational and communication technologies (hereafter ICTs), which makes them vulnerable to existing and as yet unknown threats. This implies new security risks associated with information technology (IT) and operational technology (OT) vulnerabilities. The protection of these smart grids is of major economic, national and international concern. The responsibilities for this protection are fragmented between national governments and an energy supply chain divided in private and state owned infrastructure operators.

At national level different countries have set up so-called Information Sharing and Analysis Centers (ISACs) to share information about vulnerabilities, threats and incidents. Nowadays, the impact of a major disturbance within the electricity grid could go beyond individual organizations, regions, or even countries. Effects could easily spread out within the European countries and possibly even further. It is therefore of vital importance to share information at a European level on vulnerabilities, threats and incidents within a trusted community.

## 1.2. DENSEK

DENSEK refers to the project called Distributed Energy Security Knowledge and is part of the CIPS programme of EU's Directorate-General Home Affairs. The CIPS programme is aimed at "Prevention, Preparedness and Consequence Management of Terrorism and other Security related Risks".

The objective of DENSEK project is to set-up three deliverables. These are:

- A European Energy Information Sharing and Analysis Center (EE-ISAC);
- An Information Sharing Platform (ISP);
- A Situational Awareness Network (SAN).

This document describes the Term of Reference of the EE-ISAC.

## 1.3. ISAC

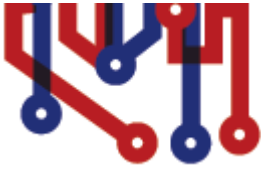
ISAC stands for Information Sharing and Analysis Center. ISACs can be public, private or public-private partnerships where participants mutually exchange information and experiences on cyber security. With the intensive information sharing about and analysis of incidents, threats, trends and good practices participants can enhance their digital resilience. The information sharing and analysis will take place in both physical meetings (multiple members physically together) as well as in virtual meetings (meetings that take place via the web and an information sharing platform).

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The mission of the EE-ISAC is to improve the resilience and security of the European energy infrastructure. We do so through trust based information sharing and by enabling a joint effort for the analysis of threats, vulnerabilities incidents, solutions and opportunities. EE-ISAC offers a community of communities to facilitate this proactive information sharing and analysis, allowing its members to take their own effective measures.



## 2. The Terms of Reference

### 2.1. Document purpose

The purpose of this Terms of Reference (ToR) is to describe the EE-ISAC and to form the membership agreement for the members in addition to what is provided in the last version Articles of Association. In the event of contradiction between the ToR and the articles of association, the latter shall prevail.

### 2.2. Scope of this document

In this document the ToR for the European Energy ISAC will be described, both for the 'physical' ISAC as well as the virtual (forum).

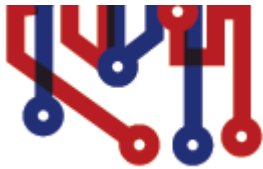
This Terms of Reference will subject to the articles of association further:

- Define purpose of European Energy ISAC;
- Define objectives of European Energy ISAC;
- Define members;
- Define membership criteria;
- Define the process of admission for membership;
- Define representative criteria;
- Define the process of meetings;
- Define the process of information sharing;
- Define when information is being shared;
- Define transparency;
- Define obligations; and
- Define penalties.

### 2.3. Intended audience

This Terms of Reference is intended to provide information to the following:

- All ISAC members;
- All potential ISAC members.



## 3. European Energy ISAC

### 3.1. Purpose of European Energy ISAC

It is the purpose of the EE-ISAC to provide a trusted and confidential environment where participants from the European energy value chain will share information on threats, vulnerabilities and incidents. This can and will be done both by physical and virtual meetings (e.g. a web based solution, conference calls, etc.). Both the physical and the virtual meetings are important, however the physical meetings will help to build trust between the members, due to seeing one another etc., so information can and will be shared more openly and willingly.

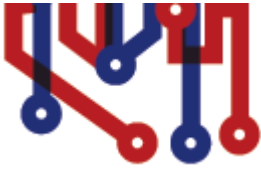
The mission of the EE-ISAC is to improve the resilience and security of the European energy infrastructure. We do so through trust based information sharing and by enabling a joint effort for the analysis of threats, vulnerabilities incidents, solutions and opportunities. EE-ISAC offers a community of communities to facilitate this proactive information sharing and analysis, allowing its members to take their own effective measures.

### 3.2. Objectives of European Energy ISAC

- a) Establishing a trusted environment where information can be shared with those responsible for the protection of the European energy supply chain as an element of the Critical Infrastructure (CI)<sup>1</sup>;
- b) Supporting the search for answers and solutions to vulnerabilities, which otherwise could be exploited;
- c) Preventing attacks on the European energy supply chain elements of the CI through the development and implementation of 'best practices', 'lessons learned' and Incident Response Plans;
- d) Supporting an active community to identify and analyze threats, vulnerabilities and incidents on the unauthorized entrance or manipulation of networks or software supporting the CI;
- e) Ensuring membership mutual support via discussion groups, patching information or Q&As;
- f) Enabling public private cooperation in the field of cyber security, related to the energy sector.

---

<sup>1</sup> Should the criteria for CI also be mentioned?



### 3.3. Current Key Stakeholders of the EE-ISAC

Organization	Name
Accenture (ACN)	Gisele Weddershoven
Applied Risk	Jalal Bouhdada
Austrian Institute of Technology (AIT)	Paul Smith
Brandenburg University of Applied Sciences (Institute for Security and Safety (ISS))	Guido Gluschke
Brandenburg University of Applied Sciences (Institute for Security and Safety (ISS))	Johan Rambli
EDP Distribuição	Aurélio Blanquet
EDP Distribuição	Nuno Medeiros
Electric Power Research Institute	Ralph King
Enel S.p.A.	Massimo Rocca
European Union Agency for Network and Information Security (ENISA)	Konstantinos Moulinos
European Union Agency for Network and Information Security (ENISA)	Florian Pennings
European Union Agency for Network and Information Security (ENISA)	Christina Skouloudi
Energie Versorgung Niederösterreich AG (EVN)	Wolfgang Löw
Energie Versorgung Niederösterreich AG (EVN)	Robert Redl
Fribourg University of Applied Sciences	Jean-roland Schuler
Innogy	Alexander Harsch
Innogy	Marius Staggenborg
Nagravision	Brecht Wyseur
Nagravision	Klaus Kursawe
National Cyber Security Center (NCSC)	Wouter Oosterbaan

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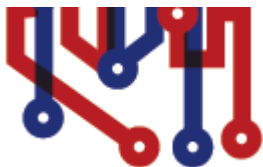


National Cyber Security Center (NCSC)	Willemijn Luitse
NATO CCD COE	Ensar Seker TBC
Polskie Sieci Elektroenergetyczne (PSE)	Jaroslaw Sordyl
Polskie Sieci Elektroenergetyczne (PSE)	Piotr Golebiewski
SecurityMatters	Christina Höfer
SecurityMatters	Elisa Constante
Siemens	Volker Distelrath
Siemens	Marcel Kulicke
Strathclyde University	Tania Wallis
Strathclyde University	James Irvine
Technische Universiteit Delft	Jan van den Berg
Technische Universiteit Delft	Peter Palensky
Webster University	Thomas Johnson

### 3.3.1. Membership criteria

- a) Membership of the European Energy ISAC is open to organizations (public, private or public-private) and academia which comply with the following criteria and whose membership does not compromise the availability, confidentiality and integrity of the EE-ISAC.
  - 1) Companies operating in Europe as part of the energy value chain who would be affected by a (cyber) security incident or could have a vulnerability in the energy domain; this includes critical infrastructure owners and manufacturer of energy control systems;
  - 2) European and National bodies that are directly or indirectly affected in their objectives by (cyber) security incidents;
  - 3) Academic institutions and other knowledge institutions (e.g. universities and research institutes) which have knowledge about (cyber) security/incidents of critical infrastructures and are able to analyze information and help creating solutions.
- b) All potential members of the categories mentioned under a) can only become a member if compliant with the following requirements:
  - i. The member organization delivers added value during its membership period. For more information see chapter 3.3.2.a.;
  - ii. The member organization and their representatives endorse the ToR of the EE-ISAC.

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- c) Non-European organizations, such as ICS-ISAC or ES-ISAC from the United States, cannot join the EE-ISAC, but can be considered as a partner of the EE-ISAC.
- d) Government and law enforcement agencies with a notification obligation also cannot join the EE-ISAC, due to the fact that information can only be shared among the members within the EE-ISAC. If an agency is obligated to notify their agency of the information that is being shared within the EE-ISAC, the trust among members may be affected and information may not be shared so openly and willingly anymore.

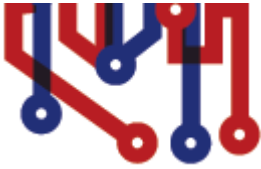
### 3.3.1.1. Changing membership criteria

Reference is made to the Articles of Association for changes in any membership criteria.

### 3.3.2. Admission for membership

- a) An interested party can apply for membership of the European Energy ISAC by requesting an application form (ANNEX B). The interested party will fill in this form and explain why they want to participate in the EE-ISAC and what their added value will be. When a new member is accepted, the existing members will have agreed with the added value that the new member will bring to the EE-ISAC. All members will periodically monitor if the representatives deliver their intended added value. If a member organization does not deliver added value the other member organizations can in accordance with the Articles of Association take a vote to either give that member organization another chance or to terminate their participation in the EE-ISAC. This application for membership has to be endorsed by at least one active member of the European Energy ISAC. The chairman or his/her staff will send the application form via e-mail to the existing members.
- b) An admission by a company or a European or national body for membership in the European Energy ISAC has to be approved by the majority of the existing member organizations through voting at a regular General Assembly or by a General Assembly in writing. In the latter case, the existing members will have four weeks to respond whether they agree with the admission or not. The response needs to be sent back via e-mail to the chairman who keeps track on this process. Admission is granted by a majority vote. Any organization that has an objection to membership of a particular applicant organization is being offered the opportunity to make a case for rejection. Final vote will then take place by all members. An existing member can only object to an admission if, in his opinion, the admission does not comply with the membership criteria.
- c) If the admission is not accepted by all members, the admission will be discussed during the next meeting where existing members can explain why they did not accept the admission. The chairman or his/her staff will update the applying organization about this decision.
- d) For every admission for membership to the EE-ISAC the organization has to supply personal information (as is listed in ANNEX B) for their representatives to support the trusted and confidential environment of the European Energy ISAC.
- e) Four weeks after the admission form has been filled in and sent to the existing members, the chairman will check whether all the existing members agree with the admission or not. If all

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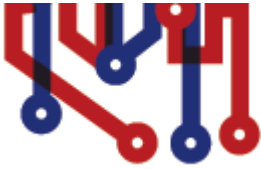
existing members agree with the admission of a new member, the new member will be contacted by the chairman or his/her staff and the new member may attend the next following meeting. All existing members will be contacted about the new member by the chairman or his/her staff.

- f) The EE-ISAC holds a list with all approved member organizations and their representatives. There will also be a (black) list with organizations who do not fulfill the membership criteria and could not join the EE-ISAC.

### **3.3.3. Representative criteria**

- a) The membership of the EE-ISAC is limited to a minimum two representatives per member organization. The EE-ISAC will maintain a complete and actual list.
- b) Only the representatives mentioned under a) will attend physical meetings of the EE-ISAC. The representatives have no right for substitution.
- c) A member organization can rotate its representatives if needed, for example in case a representative leaves the member organization. A new representative has to complete the Representative Application Form (ANNEX C) and explain why he or she wants to participate in the EE-ISAC and what his or her added value will be. The application form will be sent by the member organization to all existing members. The existing members will have two weeks to send a response to the chairman, who will let everybody know if the new representative is accepted in the EE-ISAC.
- d) The representatives of the organization will have a profile that reasonably supports the objectives mentioned in chapter 3.2.
- e) Every individual representative will comply with the Articles of Association and the ToR of the European Energy ISAC and will do anything to maintain the trusted, confidential and integer environment of the EE-ISAC.
- f) Every individual representative will do anything to maintain the confidentiality and integrity of the information shared within the EE-ISAC.
- g) Each representative will have the legitimacy to share information and make decisions necessary to achieve objectives of the EE-ISAC, attending on behalf of his/her organization.
- h) Representatives are required to inform the EE-ISAC of all changes on the information as listed in 3.3.2.c (or a?).
- i) If a member organization wishes to withdraw from the EE-ISAC, the leaving member organization will assure that they will respect the classification of any information that has been shared during its membership period within the EE-ISAC. Furthermore each member shall use information received from another member during its membership and which the disclosing party expressly states to be confidential or the confidential nature of which can be assumed on the basis of the circumstances of its disclosure solely for the purposes for which it was provided, keep it confidential, and not make it available to third parties, unless the information in question:
  - was in the receiving party's possession without an obligation to confidentiality prior to receipt from the disclosing party;
  - is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of this confidentiality obligation by the receiving party;

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- is lawfully obtained by the receiving party from a third party without an obligation to confidentiality, provided such third party is not, to the receiving party's knowledge, in breach of any obligation to confidentiality relating to such information;
- is shown to have been developed independently by the receiving party or its affiliates without reliance on the disclosing party's confidential information; or
- is approved for release by written agreement of the disclosing party.

The member seeking the benefit of such exception shall bear the burden of proving its existence. The receiving party may disclose confidential information of the disclosing party if the receiving party is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given without undue delay to the disclosing party so as to give the disclosing party an opportunity to intervene and provided further that the receiving party uses reasonable efforts to obtain assurance that the confidential information will be treated confidentially”

### **3.3.3.1. EE-ISAC Board**

- a) An EE-ISAC board will be formed of 5 representatives, so there is always a majority when decisions need to be made. Only one representative of each member organization can join the EE-ISAC Board. Every representative who wishes to join this board will have to go through the following procedure:
  - i. Announce to every participating member organization (via e-mail or the ISP) that he or she wants to join the EE-ISAC Board and give his/her reason(s);
  - ii. During the next following physical meeting with all the member organizations the members will decide who can join the EE-ISAC board and who cannot;
- b) This EE-ISAC board will have an official role in core governmental decisions and acts.
- c) The EE-ISAC Board will play a decisive role (if needed) for the formation of a new working group or if the votes have been cast with equal proportions.
- d) The EE-ISAC Board will also monitor the voting process to check if it is done in a legitimate way and to make sure that everyone's interests have been taken into account in the decision-making.
- e) More EE-ISAC Board activities may be added when compliant with the following steps:
  - i. The EE-ISAC Board gives notice to all member organizations of a new activity they want to perform;
  - ii. The General Assembly will vote if the EE-ISAC Board may perform that activity;
  - iii. Two third of the votes will be the deciding factor.
- f) In case an EE-ISAC Board member wishes to withdraw from the EE-ISAC Board, he or she will have to give notice to the Chairman and, if required, an explanation. With the withdrawal of that representative a new EE-ISAC Board member has to be appointed so that the EE-ISAC Board again consists of 5 representatives. If a representative from a member organization wishes to join the EE-ISAC Board he or she will have to go through the procedure described in point a).

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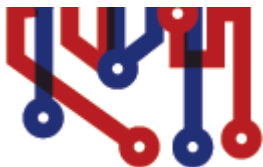
### 3.4. Meetings

- a) A representative from one of the member organizations will be elected as rotating chairman for a fixed period of 2 years.
- b) Meetings with all member organizations will be held at least once per year for a minimum of one day at either the premises of a member organization or a public venue such as a hotel or a conference centre. Physical meetings will not be held at the offices of the EE-ISAC, which will be kept small and will have no meeting facility. At each meeting members will be invited to host the next meeting.
- c) Member organizations shall attend at least one physical meeting per year. This is with regards to the physical meetings with all of the member organizations and not the work/steering groups. For the work/steering group meetings, the members of that group will decide how often they will meet per year and when they need to be present. If a member of a work/steering group does not comply with the agreements of that work/steering group, the other members of that group may decide, by majority of votes, to remove that member from that work/steering group.
- d) Member organizations with the same focus area are allowed to form workgroups upon decision of the Board of Directors within the EE-ISAC as long as they do not forget the main purpose of the EE-ISAC: a cross chain collaboration. In other words, workgroups for specific topics are allowed in the EE-ISAC, but the main purpose of all members working together has to remain. Within these workgroups information about specific topics is more easily shared among peers. Meetings of these workgroups are hosted on their own initiative.
- e) Only members of the EE-ISAC can participate in the (physical and virtual) meetings. An external expert participant (e.g. to present a certain topic which is relevant for all the members or to present a topic of interest in a restricted workshop) can be proposed by any member, but it is subject to every member's approval of that group. This means that an external can only participate in general meetings (with all the members) if every member approves. In the workgroups an external can participate if every member of that workgroup approves.

#### 3.4.1. Rules of Participation

- a) Any discussion in meetings and views expressed or implied in such discussion or associated documents are without prejudice to and shall not limit the discretion of any of the members of the EE-ISAC with regard to decisions of any European or national organization. Equally views expressed by participants during the meetings will not be treated as the formal position of the organization they are representing, and will not prejudice consultation responses.
- b) During the EE-ISAC meetings sensitive information will be shared. All agenda meetings will be assigned an information sharing level of WHITE, GREEN, AMBER or RED. Paragraph 3.4.2. describes the rules about information sharing.
- c) When needed, meetings (with all EE-ISAC members) will operate on the basis of a bipartite structure of two sessions. The first of these sessions will deal with issues that are classified at the WHITE information sharing level and are open to external participants. The second session will deal with issues that are classified at the GREEN, AMBER or RED information sharing levels on

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account of the security and risk implications associated with wider disclosure of such information. These meetings will only be accessible to the existing members of the EE-ISAC.

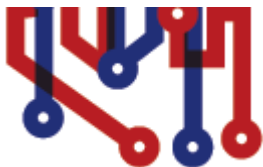
- d) As a member of the EE-ISAC, each participant will be asked to undertake in writing to abide by the confidentiality and disclosure provisions set out in paragraph 3.4.2. in relation to each information sharing level, by signing the confidentiality and disclosure agreement at Annex A of this ToR. The signing of this agreement will happen once, at the beginning of the membership and shall be maintained at all times.

### 3.4.2. Information sharing

Sensitive information will be exchanged during the closed part of the European Energy ISAC meeting. Every representative must classify the information provided by him/her with one of the four colour classifications. This classification is his/her interpretation of how this information has to be treated by the other representatives.

- a) The four colour classifications are:
- 1) **RED:** Non-disclosable information only for those representatives being a member and attending a meeting. The information can both be presented orally or on paper. If presented on paper all distributed copies will be destroyed at the end of the meeting. Representatives are not allowed to discuss this information outside the EE-ISAC meeting, including the second representative of their organization if this representative was not attending the meeting.
  - 2) **AMBER:** Limited disclosure information which will only be distributed to the members of the EE-ISAC. Representatives are allowed to share this information within their organization to those who can use this information for their role.
  - 3) **GREEN:** Information that can be shared outside the EE- ISAC to communities and other representatives for whom this information can be useful. This information cannot be freely published in magazines, forums, the internet, etc.
  - 4) **WHITE:** Information intended for full disclosure outside the EE-ISAC. Every representative is allowed to share this information outside the EE-ISAC taking into account any possible copyright.
- b) It is the responsibility of all representatives to respect and act in accordance with the EE- ISAC colour classifications.
- c) It is the responsibility of the representative who shares the information to label the information with a colour classification. In the event that there is no colour classification the information itself will be labelled AMBER and the identity of the sharing representative is labelled RED.
- d) A representative has to be sure about the colour label of the information. When in doubt he/she will first assure him/herself of the colour label before handling the information.
- e) It is possible to share information with the colour label RED or AMBER anonymously. The information has to be delivered to the chairman of the EE-ISAC, who will then share this information within the EE- ISAC.
- f) Members of the EE-ISAC must only use the virtual environment created by the EE-ISAC to share online information, start discussions and to ask questions about topics. This only applies to EE-

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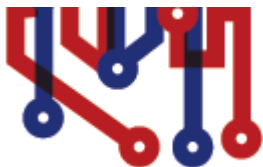
ISAC related communication. The platform must not be used for the advertisement of companies, etc, but only for above mentioned activities. All information being shared on this platform must also have a colour classification.

- g) The EE- ISAC is not an instrument to report criminal activities to law enforcement agencies. Reporting of such activities should be done outside the EE- ISAC.
- h) In the information shared within the EE- ISAC all personal information should be anonymous. Neither the identity nor the connection of the speaker(s) shall be revealed (Chatham House Rules).
- i) If other EE-ISAC members, the receiving parties, have a different opinion on the classification of the shared information they can express their opinion to the other members of the EE-ISAC. The EE-ISAC board has a final saying in changing the classification of the shared information.
- j) If all above subpoints included in 3.4.2 are fulfilled, claims for damages of either member against another member asserting an infringement of paragraph 3.4.2 shall be – to the greatest extent permitted by law – mutually excluded. In particular, neither member shall be liable, whether for negligence, breach of contract, tort, misrepresentation or otherwise, for any indirect, incidental or consequential loss or damage, lost time, loss of revenue or profit, loss of production, loss of interest, loss of power, interruption of operations or loss of use, cost of capital, cost of purchased or replacement power, goodwill, anticipated savings, loss of information or data or damages based on third party contracts, in each case even if advised of the possibility of such loss or damage. Claims based on other legal grounds are not affected by this provision.

### 3.5. Transparency

- a) The EE- ISAC may decide to publish EE- ISAC information, including the schedule of meetings dates, agendas and other items such as minutes or papers. To publish information of the EE- ISAC all members will have to agree with this decision. Any member who does not agree with this decision will have to make his/her objection clear to the rest of the members. The members will then vote on whether or not publish the information and the decision will be dependent on the majority of the votes.
- b) Agendas will include GREEN information sharing level items. Minutes of meetings will include AMBER information sharing level items, as often these minutes will contain more information about a specific incident and the lessons learned. For papers the content will determine which information sharing level it will be given. This has to be decided by the members.
- c) If a closed user group within the web platform is established, GREEN and AMBER classified information can be published on the web platform. Only the closed user group members shall have access to this shared information and the information owner should have the ability to define the group with whom he or she wants to share the information.

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### 3.6. Obligations

- a) All members need to pay a yearly fee of 5,000 Euro to assure the self-sustainability of the EE-ISAC. The Board may elect to permit some Government Organizations to provide 'services in kind' instead of a membership fee. Academia will pay no fees (yearly OR onetime entry) but will offer in-kind contributions, e.g. performing analysis or helping in compliance. The organization will remain a member, unless the organization does not comply with the membership criteria, the organization is voted out of the EE-ISAC by the other members for a legitimate reason or if the member organization wishes to withdraw from the EE-ISAC.
- b) Founding members will only pay an in-kind contribution during the first 2 years after the founding of the EE-ISAC (e.g. until and including December 2017). This in-kind contribution is based on the tasks and responsibilities agreed on during the Stakeholder meeting in September 2015.
- c) Members of the EE-ISAC must only use the virtual environment created by the EE-ISAC to share online information, start discussions and to ask questions about topics as described in chapter 3.4.2.
- d) The member organization shall attend at least two physical meetings every year. This is with regards to physical meetings with all the member organizations and not the meetings organized by the individual workgroups. This is to ensure that information can and will be shared among as many member organizations as possible who will benefit from, or are needed for, the right information for the topic at that time.
- e) Member organizations are obligated to deliver added value in the EE-ISAC as described in the chapter 3.3.1.
- f) All representatives are obligated to abide by the information sharing policies as mentioned in chapters 3.4.1., 3.4.2.
- g) Member organizations shall not undertake any actions that will badly influence or give a bad reputation to the EE-ISAC in any way.
- h) All members will have to follow and participate in all EE-ISAC voting processes (when their vote is needed), according to the instructions provided by the staff.

### 3.7. Penalties

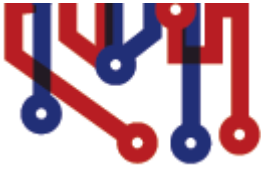
- a) If a representative violates the ToR of the EE-ISAC it is possible for the EE-ISAC to revoke his or her privileges and membership. This will be done by the EE-ISAC General Assembly. Termination of a representative's membership is the result of a motion submitted by one of the members or the EE-ISAC board and supported by two third of the members present. The EE-ISAC will inform the representative's organization.
- b) A member organization can be asked to withdraw from the EE-ISAC if none of their representatives attend at least two physical meetings per year. The minutes from previous meetings will record who has been present and who has not been present.

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### 3.8. Provisions

- a) Nothing in this ToR will be construed to grant either member any right to make a commitment of any kind for or on behalf of another member without prior written consent of another member. Neither member has the authority to bind, act on behalf of or represent the other. Neither member shall act or fail to act in a way that could reasonably cause others to believe that it has authority to act on behalf of the other beyond the authority expressly granted herein.
- b) The members are independent organization, bound to each other only as provided for herein. Neither this ToR or any other document nor any action taken by the members is intended to form a partnership, association, joint venture, or other co-operative enterprise.
- c) The members will not have any form of exclusivity under this ToR. All members will remain absolutely free and independent in its business behavior and decisions. Any member at any time is allowed to work on similar topics and projects.
- d) Licenses or any other rights regarding intellectual property rights such as, but not limited to, patents, utility models, trademarks or tradenames, are neither granted nor conveyed, nor does this ToR constitute any obligation of a member to grant or convey such rights. Once required, the EE-ISAC will develop and uphold an Intellectual Property Policy.
- e) It is the member's policy to comply strictly with the European Competition law and all other applicable competition/antitrust rules and regulations (in the following referred to as "Competition Law"). Any activities of the members within the context of the EE-ISAC which infringe Competition Law would be seriously detrimental to the interest of the members. The members undertake to ensure that all of their representatives, employees and agents involved in the EE ISAC understand and appreciate the importance of complying with Competition Law and that appropriate and effective sanctions for breaches of Competition Law are spelt out. The members agree that they will at all times strictly adhere to all applicable laws and regulations, especially but not limited to Competition Law which prohibits the exchange of competitively sensitive information and/or business secrets including by way of examples information on prices, costs and demand structure, bidding strategy, marketing plans etc.



## Annex A – Confidentiality and Disclosure Agreement

<p>I, the undersigned, have read and understood the European Energy ISAC Terms Of Reference.</p> <p>I understand that I am required to comply with the confidentiality and disclosure obligations in respect of each of the four information sharing levels (WHITE, GREEN, AMBER and RED) as set out in the Rules Of Engagement.</p> <p>I understand that should I, or my parent company/ organization, fail to abide by the information sharing levels and disclosure obligations I and/or my parent company/organization may be excluded from the European Energy ISAC.</p> <p>Having understood and accepted the above statements I therefore agree to abide by the Terms Of Reference in my engagement with the European Energy ISAC.</p>	
<b>FULL NAME:</b>	<b>Company name:</b>
<b>Date of birth:</b>	<b>Company description:</b>
<b>Place of birth:</b>	<b>Job description:</b>
<b>Nationality:</b>	<b>Geographical region:</b>
<b>Primary / Alternative Participant:</b> <i>(Delete as appropriate)</i>	
<b>Signature:</b>	<b>Signature<sup>2</sup>:</b>
<b>Date:</b>	<b>Terms Of Reference date:</b>

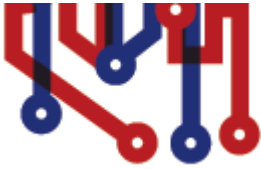
<sup>2</sup> Optional if 2 signatures are required.



## **Annex B – Membership Application Form**

<b>European Energy Information Sharing and Analysis Center</b>		
<b>MEMBERSHIP APPLICATION FORM</b>		
<b>ORGANIZATIONAL INFORMATION</b>		
Company name:		
E-mail:	Phone:	
Current address:		
Country:	City:	Zip-code:
Description of objectives:		
<b>REASON TO PARTICIPATE</b>		
<b>ADDED VALUE</b>		
<b>REPRESENTATIVES INFORMATION</b>		
Name of Representative:		
Date of Birth:	Phone:	E-mail:

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Current address:		Nationality:
Country:	City:	Zip-code:
Position:		Department:
Added value:		
Name of Representative:		
Date of Birth:	Phone:	E-mail:
Current address:		Nationality:
Country:	City:	Zip-code:
Position:		Department:
Added value:		
<b>SIGNATURE<sup>3</sup></b>		
Name:		Signature:
Date:		
<b>Optional<sup>4</sup></b>		
Name:		Signature:
Date:		

<sup>3</sup> Only one of the Representatives or the CEO of the company has to sign this document

<sup>4</sup> In case an organization has a 4-eye-principle and 2 signatures are required





## Annex C – Representative Application Form

European Energy Information Sharing and Analysis Center		
REPRESENTATIVE APPLICATION FORM		
PERSONAL REPRESENTATIVE INFORMATION		
Company name:		
Name of Representative:		
Date of Birth:	Phone:	E-mail:
Current address:		
Country:	City:	Zip-code:
Position:		Department:
REASON TO PARTICIPATE		
ADDED VALUE		
SIGNATURE		
Name:	Signature:	
Date:		

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Optional <sup>5</sup>	
Name:	Signature:
Date:	

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<sup>5</sup> In case an organization has a 4-eye-principle and 2 signatures are required