

1 such materials.

2 3. It is specifically agreed and understood that Protected Materials shall not
3 include any information or documents contained in the public files of the Commission or of
4 any federal or state court, tribunal, regulatory agency or other legal entity. Nor shall it include
5 any document or information which at any prior time has been disclosed by the Company or
6 any other party who may have been in lawful possession of such material without the benefit of
7 a written confidentiality agreement or other protective agreement or device.

8 3. Staff shall not be deemed, by reason of this Protective Agreement, to have
9 waived the opportunity to argue before the Commission, or any other appropriate body, that
10 any Protected Materials are not confidential, proprietary or privileged in nature. However, it
11 is specifically agreed that unless otherwise agreed by the Parties or ordered by the
12 Commission, all documents and other discovery materials or portions thereof that have been
13 designated as Protected Materials pursuant to the terms of this Agreement shall only be used
14 in accordance with the terms of this Agreement and the applicable law.

15 4. Protected Materials shall only be disclosed to and used by counsel of record for
16 Staff, Staff Counsel, Staff Counsel's administrative assistants and Staff's technical experts.
17 Each such counsel, assistant, or expert shall review and abide by the terms of this Agreement.

18 5. Such Protected Materials shall not be included in any public files or records of
19 the Commission, whether in print or electronic format. Protected Material shall not be
20 photocopied or otherwise duplicated unless agreed to by the Company. Protected Materials
21 may be included in Staff Counsel's electronic database maintained for discovery purposes and
22 may be reproduced for the sole purpose of inclusion in the electronic database.¹

23 6. In the event Staff (a) is subpoenaed or as a result of other legal obligation or
24 compulsion intends to disclose Protected Materials to any person to whom disclosure is not
25 authorized by this Agreement, (b) wishes to include, use, or disclose the substance of
26 Protected Materials in non-confidential testimony or exhibits, or (c) wishes to object to the

27
28 ¹ The Protected Materials in Staff Counsel's electronic database are maintained by Staff Counsel
Division personnel only and access to such documents is controlled by Staff Counsel's office.

1 designation of certain information or materials as Protected Materials, prior to such disclosure
2 or objection Staff will notify counsel for the Company in writing and identify with
3 particularity the Protected Material to be used, disclosed, or objected to and the manner and
4 substance of such proposed use, disclosure, or objection.

5 8. If the Company objects to such proposed reclassification or disclosure, the
6 Company shall notify Staff in writing of their position and the reasons therefore within three
7 (3) working days of receipt of the notice described in Paragraph 7 above. Thereafter, if Staff
8 and the Company are unable to resolve the dispute, the Company or Staff may request a
9 determination from the Commission regarding the manner in which Staff should be allowed to
10 utilize such Protected Materials. Such procedure will be in conformity with NAC 703.5282.
11 The notification and response procedure and time schedule described in Paragraphs 7 and 8 of
12 this Agreement shall not apply to the unintended, unplanned and unforeseen identification,
13 reference to, or discussion of any Protected Materials during any public hearing. Should any
14 Protected Materials specifically covered by this Agreement be identified or become the subject
15 of any public testimony or inquiry at any time during a public hearing, the parties to this
16 Agreement shall immediately seek and obtain a ruling from the Presiding Officer, in
17 conformity with NAC 703.5282, as to the status of the specific Protected Materials at issue
18 prior to further public disclosure or additional discussion or examination.

19 1. By providing access to Staff for the documents or information pursuant to this
20 Agreement, the Company retains, in all respects, every privilege and claim to confidentiality it
21 heretofore has had and hereafter may have with respect to such documents or information.
22 Such limited provision of the Protected Materials shall not be deemed in any way to constitute
23 either (a) disclosure of the Protected Materials or (b) full or partial waiver of any claim or
24 privilege as to the subject matter of the documents in this or any other proceedings or action.
25 It is expressly understood that the Company bears the burden of showing that documents or
26 discovered material or portions thereof are entitled to be protected according to the terms of
27 this Agreement.

28 2. Nothing in this Agreement shall be construed to prevent Staff from attempting

1 to obtain through discovery, or in any other judicial or administrative action, any or all of the
2 Protected Materials subject to this Agreement.

3 11. This Protective Agreement is intended to cover any confidential material
4 submitted each year to the Commission, over a five year period of required annual reporting
5 pursuant to NRS 703.191 and NAC 704.225. At the end of the five year period a new
6 Protective Agreement will need to be executed for annual reports in subsequent years.

7 3. This Protective Agreement shall continue to be binding upon all parties and all
8 persons to whom the Protected Materials have been disclosed or communicated pursuant to
9 this Agreement as stated herein. Pursuant to NAC 703.5274(2)(c), Protected Materials will be
10 treated as confidential for a period of five years following receipt by the Commission. After
11 the five year period the Protected Materials will no longer be retained consistent with Nevada
12 law.

13 4. This Protective Agreement embodies the full agreement by and between the
14 parties.

15 COMPANY NAME (please print)

16 _____

17 Dated: _____ By:

18 _____

Company Representative name :

19 _____

20 Company's mailing address :

21 _____

22 _____

23 REGULATORY OPERATIONS STAFF

24 Dated: _____ By:

25 _____

26 Tammy Cordova, Staff Counsel

27 Please return the completed, executed Protective Agreement to the attention of Staff Counsel,
28 at pucn.sc@puc.nv.gov, fax (775) 684-6109, or at the Commission's offices at: 1150 East
William Street, Carson City, Nevada 89701.