

1 **THE PUBLIC UTILITIES COMMISSION OF NEVADA**

2 Annual Reports for calendar years 2012 through 2017  
3 submitted by Electric, Natural Gas, Alternative  
4 Sellers of Natural Gas, Liquefied Petroleum Gas,  
5 Geothermal and Railroad companies operating in  
6 Nevada pursuant to NRS 703.191 and NAC 704.225.

7 **PROTECTIVE AGREEMENT**

8 WHEREAS, the Regulatory Operations Staff (“Staff”) of the Public Utilities  
9 Commission of Nevada (“Commission”) has requested to review information that  
10 \_\_\_\_\_ (“Company”) has provided to the Commission as part  
11 of Staff’s investigation regarding the annual reports required to be filed with the Commission  
12 pursuant to NRS 703.191 and NAC 704.225; and

13 WHEREAS, Company claims that some portion of the information requested is  
14 confidential, proprietary and/or privileged in nature; and

15 WHEREAS, pursuant to NAC 703.527, NAC 703.5274(8), this Protective Agreement  
16 is being executed in order to expedite access to such information by Staff and to establish the  
17 parameters for use, treatment and maintenance of such information or material.

18 NOW, THEREFORE, the parties hereby agree as follows:

19 1. Company shall agree that that the information which the Company claims to be  
20 confidential or proprietary and was provided to the Commission with the annual report may  
21 be reviewed by Staff. For the purpose of this agreement, said confidential or proprietary  
22 information shall include any information that is claimed to be “confidential” or  
23 “proprietary” by the Company or is designated as confidential by the Commission.

24 2. All documents and information furnished subject to the terms of this Protective  
25 Agreement shall be clearly stamped “Confidential” or “Proprietary” and shall hereinafter be  
26 referred to as “Protected Materials.” All Protected Materials shall be accepted, maintained  
27 and utilized in conformance with the provisions of NAC 703.5274 and this Protective  
28 Agreement. Protected Materials shall also include any handwritten notes or computer files  
which summarize all or portions of Protected Materials or otherwise disclose the substance of

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  
7 of a written confidentiality agreement or other protective agreement or device.

8 4. 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 5. 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 6. 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.<sup>1</sup>

23 7. 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 <sup>1</sup> 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  
15 subject of any public testimony or inquiry at any time during a public hearing, the parties to  
16 this 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 9. 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  
21 it 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 10. 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 12. 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 13. 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](mailto:pucn.sc@puc.nv.gov), fax (775) 684-6109, or at the Commission's offices at: 1150 East  
William Street, Carson City, Nevada 89701.