

NOVA SCOTIA UTILITY AND REVIEW BOARD

IN THE MATTER OF: *The Public Utilities Act*, R.S.N.S. 1989, c.380 as amended

- and -

IN THE MATTER OF: **Generation Utilization & Optimization
(M08059)**

UNDERTAKING

I, _____,
of _____,
representing _____

_____, hereby undertake and agree to abide by all the
terms attached in Schedule “A” hereto.

DATED at Halifax, Nova Scotia, this _____ day of _____, 2018.

Signed: _____

Print Name: _____

Email Address: _____

Schedule “A”

1. NSPI will provide Designated Confidential Information, as defined herein, to the Designated Recipients as defined below.
2. Designated Confidential Information shall consist of material, whether printed or electronic, which has been designated by NSPI as confidential information, including proprietary information received from consultants of NSPI and other commercially sensitive information. This includes any information which has been or will be submitted or provided by NSPI in confidence to Synapse Energy Economics (“Synapse”) in connection with the Generation Utilization & Optimization proceeding (M08059) before the Nova Scotia Utility and Review Board (“the Board”) as well as any further material that may be filed with the Board in confidence whether in evidence, response to future Information Requests or otherwise, and whether printed or electronic. In particular, without limiting the foregoing, the information designated as confidential in Synapse’s memorandum dated October 16, 2017 entitled “*Key Input Assumptions and Modeling Plan for Plexos Optimization Analysis – Draft for Comment*” is deemed to be Designated Confidential Information.

Designated Confidential Information shall also include any explanation or other information provided by NSPI to a Designated Recipient concerning the foregoing and which has been identified by NSPI as confidential at the time it is initially provided, whether printed or electronic. Designated Confidential Information shall also include any password or other information necessary to access electronic copies of Designated Confidential Information.

3. Access to Designated Confidential Information shall be restricted to the party who has signed the undertaking to which this schedule is attached, that party’s counsel and or consultant who shall each be considered a Designated Recipient.
4. As a condition precedent to receiving Designated Confidential Information, the Designated Recipients shall sign the undertaking to which this schedule is attached.

5. No Designated Confidential Information furnished by NSPI shall be given or communicated to persons other than the Designated Recipients. For greater certainty, no Designated Confidential Information shall be provided to the clients of Designated Recipients, to other Intervenors or to employees, officers or members of Intervenors.
6. NSPI shall make the Designated Confidential Information (including copies if necessary) available to the Designated Recipients for review at its head office. No documentation shall be removed from NSPI's premises without the consent of NSPI. Designated Recipients may take such notes as may be necessary solely for the purposes of this proceeding. Such notes shall be treated as Designated Confidential Information.
7. Where a reference to Designated Confidential Information is required in pre-filed testimony, briefs, other legal documents or arguments, such reference shall be by citation of title or exhibit number only or by some other non-confidential description which protects the confidentiality of the information. In such circumstances, counsel and other designated persons shall make every reasonable effort to preserve the confidentiality of the information provided by NSPI. It is expected the Board may draw upon all Designated Confidential Information in the record in the deliberation of any decision or order it may issue, but the Board will avoid the reproduction in its decision of any Designated Confidential Information, unless it has otherwise ruled that the Designated Confidential Information is not to remain confidential.
8. Where an Intervenor files testimony which contains Designated Confidential Information, the testimony must be filed on a confidential basis and the Designated Confidential Information must be specifically identified as such. In addition, Designated Parties will not object to the Board sitting *in Camera* to hear such evidence if requested by NSPI.
9. Should any appeal or challenge to the Board's decision in this proceeding be taken, any portions of the record which have been designated or agreed to be confidential shall be forwarded to the court in accordance with applicable laws and procedures but under seal and designated confidential.
10. (a) Within 30 days after the Board has reached a final decision in this proceeding, each person to whom Designated Confidential Information has been provided shall return to NSPI such Designated Confidential Information and shall destroy all documents, notes and other materials containing or reflecting, directly or indirectly, Designated Confidential Information, whether printed or electronic, and shall provide an affidavit of compliance to NSPI respecting same.

- (b) Notwithstanding paragraph 10(a), all members in good standing of the Nova Scotia Barrister's Society ("Counsel") who sign this Undertaking will be relieved from the requirement to destroy Designated Confidential Information. Counsel may maintain possession of all personal documents, notes or other material containing or reflecting Designated Confidential Information that belong to clients of Counsel or to advisors or consultants to Counsel. Counsel may return all such information and documentation to the client, advisor or consultant once a new Undertaking has been signed by the client, advisor or consultant in any new NSPI regulatory proceeding.
- (c) The use of Designated Confidential Information from any rate case or other proceeding will be solely in relation to regulatory proceedings involving NSPI, before the Board.