**BEFORE THE PENNSYLVANIA**

**PUBLIC UTILITY COMMISSION**

**Complainant Name :**

 **:**

 **v. : Docket No. C-XXXX-XXXXXXX :**

**Utility Name :**

 **:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Stipulated Protective Agreement**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Agreement, is between and among Complainant Name (Complainant Last Name); attorneys for Utility Name, (Utility Abbreviation) Attorney Name, Esquire, and Attorney Name, Esquire, and (collectively, any expert witnesses for Utility Abbreviation and any and all other experts whom Utility Abbreviation, attorneys may hire or whom (Utility Abbreviation’s, attorneys may consult with in regards to the above-captioned proceeding ("Proceeding"). This Agreement establishes procedures for the protection of certain confidential information involved in the Proceeding.

Intending to be legally bound, the parties hereby agree as follows:

1. That the information subject to this Stipulated Protective Agreement is all correspondence, documents, data, personal health information, studies, and other materials to be furnished by Complainant Last Name’s medical providers pursuant to Utility Abbreviation’s, interrogatories to Complainant Last Name as to his/her health conditions, and which Complainant Last Name’s medical providers may provide to Utility Abbreviation, pursuant to a release signed by Complainant Last Name. Such materials will be referred to below as “Confidential Information.” When a statement or exhibit is identified for the record, the portions thereof that constitute Confidential Information shall be so designated for the record.

2. All Confidential Information shall only be made available to Utility Abbreviation subject to the terms of this Stipulated Protective Agreement. Utility Abbreviation counsel shall use or disclose the Confidential Information only for purposes of preparing or presenting evidence, cross examination or argument in this Proceeding. Utility Abbreviation may afford access to Confidential Information made available by Complainant Last Name’s experts and health care providers (1) only to Utility Abbreviation’s Experts, and (2) only subject to the terms of this Stipulated Protective Agreement.

Before Utility Abbreviation discloses any Confidential Information to anyone, (1) Utility Abbreviation shall secure written assurance from each of such potential persons to whom disclosure may be made that he or she will maintain the confidentiality of the Confidential Information and not disclose the Confidential Information further except in preparation for the above mentioned Proceeding; (2) Utility Abbreviation shall provide Complainant Last Name with a list of Utility Abbreviation’s experts to whom Utility Abbreviation intends to disclose the Confidential Information; and (3) signatures of such experts, that they agree to the terms of this Agreement shall be furnished to Complainant Last Name before Utility Abbreviation discloses any Confidential Information to any Utility Abbreviation expert.

 3. Utility Abbreviation shall use its best efforts to safeguard the Confidential Information and not disclose any Confidential Information except as provided herein. Utility Abbreviation agrees to give Complainant Last Name written notice within 5 days of Utility Abbreviation’s discovery of any unintentional disclosure of the Confidential Information and Utility Abbreviation shall cooperate with Complainant Last Name to rectify to the extent possible, any damage to Complainant Last Name for unintentional disclosure of Confidential Information.

Complainant Last Name retains the right to challenge the adequacy of Utility Abbreviation’s written assurances that Confidential Information will not be jeopardized. No other persons may have access to the Confidential Information except as authorized by order of the Commission or of the presiding Administrative Law Judges.

Prior to making Confidential Information available to an expert, Utility Abbreviation shall deliver a copy of this Stipulated Protective Agreement to such expert and shall receive a written acknowledgment from the expert in the form attached as Appendix A to this Stipulated Protective Agreement or similar acknowledgment consistent with the terms of this Stipulated Protective Agreement. Complainant Last Name shall be notified promptly of the identity of all persons provided access to Confidential Information pursuant to this paragraph and paragraph 2 above and shall be provided with a copy of each acknowledgment signed by each expert.

4. Utility Abbreviation acknowledges that all health information it receives from Complainant Last Name’s healthcare providers pursuant to Utility Abbreviation’s interrogatory requests is Confidential Information, and Utility Abbreviation shall immediately stamp each page of such documents “Confidential” and shall keep all Confidential Information segregated from its general litigation files in a secure location.

5. Utility Abbreviation will consider and treat the Confidential Information as within the exemptions from disclosure provided in the Pennsylvania Right-to-Know Act as set forth at 65 P.S. § 67.708(b)(11). To the extent Confidential Information is provided electronically or by e-mail, or other electronic means, Utility Abbreviation and its experts will send such information encrypted, and will use such electronic files only for this Proceeding, will not copy the files onto any hard drive and will not make any additional copies.

6. Any public reference to Confidential Information by Utility Abbreviation or its experts shall be to the title or exhibit reference in sufficient detail to permit persons with access to the Confidential Information to understand fully the reference, but not more. The Confidential Information shall remain a part of the record, to the extent admitted, for all purposes of administrative or judicial review but shall remain in a segregated location and shall be prominently marked "CONFIDENTIAL".

7. That part of any record of this Proceeding containing Confidential Information, including but not limited to all exhibits, writings, direct testimony, cross examination, argument, and responses to discovery, and including reference thereto as mentioned in paragraph 6 above, shall be sealed for all purposes, including administrative and judicial review, unless such Confidential Information is released from the restrictions of this Stipulated Protective Agreement, either through the agreement of the parties to this Stipulated Protective Agreement or pursuant to an order of an Administrative Law Judge or the Commission.

8. Complainant Last Name shall retain the right to question or challenge the admissibility of Confidential Information; to refuse to produce or object to the production of Confidential Information on any proper ground; and to seek additional measures of protection of Confidential Information beyond those provided in this Stipulated Protective Agreement.

10. That within thirty (30) days after a Commission decision is entered in the Proceedings, or in the event of appeals, within thirty (30) days after appeals are finally decided, Utility Abbreviation and Utility Abbreviation's experts upon request, shall either destroy or return to Complainant Last Name all copies of all documents and other materials not entered into the record, including notes, electronic or e-mailed files, which contain any Confidential Information. In the event that Utility Abbreviation elects to destroy all copies of documents and other materials containing Confidential Information instead of returning the copies of documents and other materials containing Confidential Information to Complainant Last Name, Utility Abbreviation shall certify in writing to Complainant Last Name that all the Confidential Information has been destroyed.

Agreed:

Complainant Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- |
| Attorney Name, EsquireBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Attorney Name, EsquireBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Name)By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Name)By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name)By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |

 APPENDIX A

**BEFORE THE PENNSYLVANIA**

**PUBLIC UTILITY COMMISSION**

**Complainant Name :**

 **:**

 **v. : Docket No. C-XXXX-XXXXXXX :**

**Utility Name :**

 **:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT OF**

**STIPULATED PROTECTIVE AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TO WHOM IT MAY CONCERN:

The undersigned is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Utility Abbreviation in the Proceeding as defined in the Stipulated Protective Agreement. The undersigned has read and understands the Stipulated Protective Agreement agreed to in the Proceeding, which Stipulated Protective Agreement deals with the treatment of Confidential Information. The undersigned agrees to be bound by, and comply with, the terms and conditions of said Stipulated Protective Agreement.

NAME

 ADDRESS

EMPLOYER

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_