



Public Service
of New Hampshire

STAFF - EX. # 5

PSNH Energy Park
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

The Northeast Utilities System

ORIGINAL	
N.H.P.U.C. Case No.	DE 10-261
Exhibit No.	Staff - 5
Witness	Panel 6
DO NOT REMOVE FROM FILE	

January 9, 2012

Mr. Alexander Speidel
Hearings Examiner
State of New Hampshire
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Re: Docket No. DE 10-261 - PSNH 2010 Least Cost Integrated Resource Plan

Dear Mr. Speidel:

This letter provides the response to requests for the information listed below.

Response to STAFF-04 Interrogatories dated 12/13/2011

STAFF-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 013, 014, 015, 016, 017, 018, 019, 020,
021, 022, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034

Very truly yours,

Stephen R. Hall
Manager
Rate & Regulatory Services

cc: Service List

Public Service Company of New
Hampshire
Docket No. DE 10-261

Data Request STAFF-04

Dated: 12/13/2011
Q-STAFF-002
Page 1 of 1

Witness: Richard L. Levitan
Request from: New Hampshire Public Utilities Commission Staff

Question:

Ref. LAI Rebuttal, page 9. Please provide all support for the claim that Jacobs was not willing to allow Mr. Arnold to sign an NDA. Would it not be more accurate to say that the draft NDA prepared by PSNH did not satisfy Jacobs' concerns?

Response:

The statement on page 9 referenced in this request is not inaccurate, but did not include reasons why Jacobs would not sign an NDA. Page 12, lines 9-11 of the LAI Rebuttal states: "Mr. Arnold indicated that his hands were tied as Jacobs' legal department determined that the draft NDA did not satisfy Jacobs' concerns." LAI's understanding of the reasons why Jacobs would not sign any of the draft NDA's are stated on page 12, lines 17-28 of the LAI Rebuttal. Please refer to the response to Staff-04, Q-Staff-003 for the reasons why the NDA was not signed.

Public Service Company of New
Hampshire
Docket No. DE 10-261

Data Request STAFF-04

Dated: 12/13/2011
Q-STAFF-003
Page 1 of 4

Witness: Richard L. Levitan
Request from: New Hampshire Public Utilities Commission Staff

Question:

Ref. LAI Rebuttal, page 12. Please provide all support for the claim that "Jacobs' legal department wanted to retain working copies of the models and source documentation in perpetuity, along with any other confidential information provided to Jacobs ..."

Response:

The last version of the draft confidentiality agreement that PSNH counsel retained was made in the afternoon of June 13, 2011 and communicated to Mr. Camacho of Jacobs that afternoon. PSNH understood there was a disagreement on the length of time Jacobs could retain the confidential information. LAI offered seven years per the attached draft confidentiality agreement and Jacobs insisted on archiving indefinitely Jacobs' work product containing LAI's confidential information. There was an impasse as of that date.

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made as of June 3rd, 2011 between and among the parties set forth in Section 1 below.

Section 1 - Parties

The parties to this Agreement are the Jacobs Consultancy Inc. (“Jacobs”) working on behalf of the Staff of the New Hampshire Public Utilities Commission (“Staff”) and Levitan & Associates, Inc. (“LAI”).

Section 2 - Confidentiality

Jacobs acknowledges that (i) LAI has been retained by Public Service Company of New Hampshire (“PSNH”) on matters concerning the Newington Station, (ii) LAI is utilizing models and information that is proprietary, commercially valuable, competitively sensitive, or otherwise of a confidential nature (“Confidential Information”), and (iii) Jacobs has requested and may receive Confidential Information from LAI. Confidential Information may include, but is not limited to: trade secrets, proprietary information, methods, plans, documents, data, drawings, manuals, notebooks, reports, models, inventions, formulas, processes, computer software, software codes, information systems, software authorizing techniques, contracts, strategic planning, proposals, business alliances, training and educational materials, and any information concerning the business of PSNH, its affiliates, its customers, and its assets (including but not limited to Newington Station) that is not generally known by the public, regardless of whether such information is in oral, written, machine readable, or other form.

Section 3 – Treatment of Confidential Information

Jacobs, its agents, and its contractors, shall treat all Confidential Information disclosed or provided by LAI as confidential, except information that (i) was in the public domain at the time of disclosure hereunder, (ii) thereafter passes into the public domain, (iii) is lawfully in the possession of the Staff or Jacobs and not otherwise restricted as confidential prior to the time of disclosure hereunder, or (iv) becomes public through compulsion by a governmental agency or court having jurisdiction over the distribution of such information.

Jacobs shall adopt appropriate procedures and make diligent efforts to restrict access by its employees (including but not limited to its agents, advisors, and contractors) to Confidential Information to those persons whose knowledge and input is reasonably necessary for the performance of its work. Such procedures shall include but not be limited to assuring that each employee receiving Confidential Information is familiar with the terms of this Agreement and acknowledges that he or she is bound by them. Jacobs will exercise due care in protecting the confidentiality of the Confidential Information, to at least the same extent as it protects its own confidential information.

Jacobs will not disclose any Confidential Information in its possession or control to any non-party to this Agreement, with the exception of Staff, the Commissioners of the New Hampshire Public Utilities Commission (Commissioners), and the Office of the Consumer Advocate (OCA), without the express prior written consent of LAI and PSNH, each of whom shall be required to execute a similar agreement to this Agreement as described hereunder. Any portions of communications with Staff, Commissioners and the Office of Consumer Advocate containing Confidential Information shall also be confidential pursuant to Puc 203.08(e) pending a Commission decision on any motion on the information's confidentiality under RSA 91-A. In the event that Jacobs is required by law to disclose any Confidential Information to any person or entity, Staff, Commissioners, and OCA excepted, Jacobs and/or shall first inform LAI and PSNH of the requirement for disclosure and shall make reasonable efforts to obtain an agreement or protective order requiring the maintenance of the confidentiality of any Confidential Information in accordance with this Agreement.

Section 4 – Reporting Requirements

Jacobs and Staff will report all improper disclosure of Confidential Information to Richard Carlson of LAI at (617) 531-2818 immediately upon discovery of such improper disclosure. In the event Jacobs enters into any agreement with any person or entity that is not party to this Agreement, with the exception of Staff, Commissioners, and OCA, and such agreements require LAI to provide Confidential Information to such person or entity, Jacobs shall require such person or entity (i) to execute a confidentiality and non-disclosure agreement with LAI and (ii) to abide by the terms of such confidentiality and non-disclosure agreement.

Section 5 – Title and Rights

Jacobs agrees that nothing within this Agreement shall be construed to grant to the Jacobs title, copyright, or any other proprietary rights in the Confidential Information, all of which shall remain vested with LAI. Jacobs further agrees to return all Confidential Information to LAI if so requested, within fifteen (15) days after receipt of written request from LAI. Thereupon, Jacobs will destroy all copies of the Confidential Information and will certify to LAI in writing that it has done so, provided however that Jacobs may retain one (1) archival copy of its work product documents containing such Confidential Information solely for Jacobs' legal purposes. When these archival copies are provided to Jacobs' legal files, a copy of each document shall be sent to LAI. These archival documents shall be returned to LAI or destroyed after seven (7) years.

Section 6 - Term

This Agreement shall take effect upon the date hereof and Jacobs' obligations for Confidential Information shall persist for ~~three-seven (37)~~ years following disclosure of such Confidential Information by LAI to Jacobs.

IN WITNESS WHEREOF the parties hereto have caused their representatives to execute and deliver this Agreement as of the date set forth above.

Levitan & Associates, Inc.

Jacobs Consultancy Inc.

By: _____

By: _____

(Name and Title)

Carlos E. Camacho
Managing Director