

STAFF EX. - 9

Speidel, Alexander

From: Arnold, Edward <Edward.Arnold@jacobs.com>
Sent: Friday, July 15, 2011 9:53 AM
To: 'eatongm@nu.com'
Cc: Speidel, Alexander
Subject: Levitan NDA
Attachments: Levitan Associates NDA - v-6.doc.

ORIGINAL	
N.H.P.U.C. Case No.	DE 10-2661
Exhibit No.	Staff 9
Witness	Panel 9
DO NOT REMOVE FROM FILE	

Jerry,
Hello.

Attached find the NDA with a few modifications from Jacobs legal.

If this is OK, please let us know.

If you have questions, I suggest that the quickest way to resolve this is for me to set up a live phone con between you and Carlos Camacho.

(Sorry for the delay. It stuck in my e-mail for a week+ while I was on vacation.)

Regards,

Ed

Edward Arnold

Group Manager

Jacobs Consultancy - Petroleum, Chemicals & Energy Practice

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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 are identified as confidential and are 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, inventions, formulas, processes, 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. LAI will not be providing to Jacobs any of LAI’s proprietary software models or software codes; therefore, such software models and software codes are not considered to be Confidential Information. If the parties agree in writing, Jacobs may have access to any confidential data utilized by LAI that is licensed by LAI from third parties, and such access may will be governed by the restrictions set forth in the licensing agreements which LAI has executed with the third parties.

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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 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 LAI 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 or internal policies purposes. When the archival copy is provided to Jacobs' legal files a copy of each document shall be sent to LAI. Notwithstanding the term set forth in Section 6 of this agreement, the archival copy Confidential Information shall continue to be treated as confidential by Jacobs for a period of ten (10) years from the date hereof as long as Jacobs retains this archival copy.

Section 6 - Term

This Agreement shall take effect upon the date hereof and Jacobs' obligations for Confidential Information shall persist for three (3) 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: _____

John R. Bitler
Vice President and Partner

Carlos E. Camacho
Managing Director

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