RE: INVESTIGATION ON THE RATES OF THE PUERTO RICO ELECTRIC POWER AUTHORITY	**NO.:** CEPR-IN-2015-0002 **SUBJECT:**INFORMATION REQUIREMENT TO THE PUERTO RICO ELECTRIC POWER AUTHORITY

CORRECTION NOTICE

On November 24, 2015, the Puerto Rico Energy Commission issued an Amended Order Governing Confidential or Privileged Information. Inadvertently, the Advisor Non-Disclosure Agreement ("Advisor NDA") was not enclosed to the Amended Order.

I certify that the Advisor NDA was enclosed to this Correction Notice on December 15, 2015, with retroactive effect to November 24, 2015. I also certify that on December 15, 2015, a copy of this Correction Notice was notified to PREPA by electronic mail to n-vazquez@aeepr.com and n-ayala@aeepr.com.

Brenda Liz Mulero Montes
Interim Secretary

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ADVISOR NON-DISCLOSURE AGREEMENT

This Advisor Non-Disclosure Agreement ("Agreement") is executed between the Puerto Rico Energy Commission ("COMMISSION") and the ADVISOR, collectively known as the "PARTIES."

I. Scope

Section 6.15 of Act 57-2014, as amended, known as the Puerto Rico Energy Transformation and RELIEF Act, provides that if "any person who is required to submit information to the Energy Commission believes that the information to be submitted has any confidentiality privilege, such person may request the Commission to treat such information as such," and that any information treated by the COMMISSION as confidential or privileged shall be afforded "such protection in a manner that least affects the public interest, transparency, and the rights of the parties involved in the administrative procedure in which the allegedly confidential document is submitted." On the other hand, in order to protect the integrity of pending investigations, Section 15.10 of Regulation No. 8543, known as the Regulation on Adjudicative, Notice of Noncompliance, Rate Review and Investigation Proceedings of the Commission, states that while an investigation of the COMMISSION is in process, the COMMISSION's file of such investigation will be confidential.

ADVISOR is working for the COMMISSION on one or more administrative procedures of the COMMISSION. As such, the ADVISOR may have access to: (i) information submitted to the COMMISSION during an investigation; (ii) the administrative record of the procedures before the COMMISSION; (iii) information and documents used and prepared during deliberative processes in the COMMISSION; (iv) the work-product of the COMMISSION's attorneys; (v) information and documents marked by parties as "confidential" or "privileged;" and (vi) information treated by the COMMISSION or by a court as "confidential" or "privileged."

The purpose of this Agreement is to ensure that ADVISOR may adequately assist the COMMISSION in any administrative procedure by having access to information as necessary to provide such assistance, while ensuring that any and all confidential information is kept secure and undisclosed except as strictly necessary for ADVISOR to carry out his/her tasks.

II. Definitions

(1) "Administrative procedure" or "procedure" refers to an administrative procedure of the COMMISSION, including, but not limited to: investigations; adjudicative and regulatory procedures; notice of noncompliance procedures; rate review procedures; procedures related to certification applications; procedures related to the evaluation and assessment of plans; among others, as established in Act 57-2014, as amended, and in the COMMISSION's orders and regulations.

(2) "Agreement" means this Advisor Non-Disclosure Agreement, including the Certificate of Non-Disclosure.

(3) "ADVISOR" refers to any natural person acting or working as an employee, consultant, contractor, representative, and agent of the COMMISSION, who have signed and thus have agreed to abide by the terms and conditions of this Agreement, and therefore may receive or have access to confidential information.

(4) "COMMISSION" shall mean the Puerto Rico Energy Commission, created by Act 57-2014, as amended, known as the Puerto Rico Energy Transformation and RELIEF Act, and represented by its Chair, collegiate panel, General Counsel, or its Information Systems Director.

(5) "Confidential" refers to the following information:

a) Any information provided or submitted to the COMMISSION during the course of an investigation of the COMMISSION and any information contained in the investigation file of such investigation, while such investigation is in process;

b) Any information provided or submitted to the COMMISSION during an administrative procedure, marked as "confidential" or "privileged" by the person who provided or submitted such information, unless and until the COMMISSION or a court of law decides such information is not confidential information;

c) Any information marked or treated as "confidential" or "privileged" by the COMMISSION, or required by any court of competent jurisdiction to be treated as "confidential" or "privileged;"

d) Any document the COMMISSION creates, drafts or prepares in light of or in relation to information described in (a), (b) or (c) above, including information and documents used and prepared during deliberative

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processes in the COMMISSION or individually by any of the Commissioners;

e) Any document ADVISOR creates, drafts or prepares in light of or in relation to information described in (a), (b), (c) or (d) above.

(6) "Information" includes, in whole or in part, data, documents, graphs, maps materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media.

III. ADVISOR's Obligations

A) ADVISOR shall protect, secure, not disclose, share, discuss or allow access of any confidential information, as defined in Part II above, to any person who has not signed and agreed to abide by the terms and conditions of this Agreement.

B) If, during the course of the relationship between the PARTIES, ADVISOR needs or the COMMISSION provides confidential information, ADVISOR shall:

1) If the information is in electronic or intangible format, ADVISOR shall store confidential information, in secure encrypted devices. Under no circumstance will ADVISOR store confidential information in an unsecured, publicly accessible cloud environment, or store confidential information in devices which may be accessed by persons other than the PARTIES;

2) If the information is in paper or tangible format, ADVISOR shall keep such information in a safe place, inaccessible to third parties who are not bound by this Agreement;

3) ADVISOR shall conspicuously note the confidentiality of any confidential information in ADVISOR's possession (for example, by marking the header of a document with the word "CONFIDENTIAL").

4) To the extent ADVISOR deems it necessary, for the performance of the work on behalf of the COMMISSION, to copy, duplicate, extract, summarize, or describe the confidential information, ADVISOR shall keep a record of such copies, duplicates, extracts, summaries, or descriptions, and shall maintain them secure as set forth above in sub-sections (1), (2) and (3) above;

5) If confidential information is or could have been accidentally or otherwise disclosed in violation of this Agreement (for example, and without exhausting the possibilities, if ADVISOR loses a secure,

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encrypted device with an electronic copy of the confidential information), ADVISOR shall immediately notify the COMMISSION and take whatever steps ADVISOR and/or the COMMISSION deem necessary and desirable to protect the confidential information; and

6) ADVISOR shall apply and observe the obligations stated in this Clause (B) with regard to any and all information treated by the COMMISSION, or required by a court to be treated, as "confidential" or "privileged," pursuant to the laws and regulations of the Commonwealth of Puerto Rico and to the laws and regulations of the United States of America.

C) ADVISOR shall use confidential information solely to carry out the tasks the COMMISSION requires of ADVISOR.

D) ADVISOR will not knowingly use confidential information for an illegal or non-legitimate purpose.

E) The COMMISSION may periodically determine that certain confidential information shall be subject to additional protection so as to ensure its confidentiality. ADVISOR agrees to abide by the particular confidentiality rules that the COMMISSION sets forth in addition to or in lieu of these terms and conditions, as the COMMISSION may deem necessary.

F) Within thirty (30) days of the conclusion of ADVISOR's work for the COMMISSION or the expiration of professional services contract or employment between ADVISOR and the COMMISSION, whichever occurs first, ADVISOR shall return to the COMMISSION all confidential information, including any copies, duplicates, extracts, summaries or descriptions containing confidential information or any portion thereof. ADVISOR and the COMMISSION may agree in writing to forego the return of confidential information and, instead, have ADVISOR destroy confidential information and notify the COMMISSION that the confidential information has been destroyed and how it was destroyed.

1) In any event, at the conclusion of the thirty (30) day period, ADVISOR shall destroy all tangible and intangible confidential information in its possession including, without limitation, USB devices, email, files in a cloud environment, and documents stored in a back-up system, to ensure that no part of the confidential information remains available to ADVISOR.

2) ADVISOR shall submit to the COMMISSION a statement affirming that it has, in fact, properly destroyed all copies, duplicates, extracts, summaries, or descriptions of confidential information.

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G) In the event that ADVISOR is served with a subpoena or other judicial or legal process demanding the production or disclosure of the confidential information, or any document, file or device containing or referencing confidential information, ADVISOR shall: (a) immediately provide the COMMISSION a copy of such subpoena or process; (b) to the extent possible, allow and wait for the COMMISSION to intervene in process so as to protect the confidential information before disclosing it; and (c) use all reasonable efforts to ensure that the confidential information at issue is treated consistently with this Agreement.

H) ADVISOR has no obligation to safeguard information which is or becomes publicly available without ADVISOR's breach of this Agreement; which ADVISOR rightfully receives without obligations of confidentiality; or which ADVISOR develops without breach of this Agreement. However, ADVISOR shall not disclose the information described in this paragraph (H) until the COMMISSION gives express written permission.

IV. COMMISSION's Powers

A) The COMMISSION will retain copies of all confidential information that is part of the administrative record of a procedure, in accordance with the COMMISSION's record retention policies. The COMMISSION will securely maintain such confidential information.

B) The COMMISSION is entitled to review, monitor and audit ADVISOR's compliance with the terms of this Agreement. However, the COMMISSION is not liable for ADVISOR's inadvertent or intentional disclosure of confidential information.

V. Remedies

In the event of any breach or threatened breach by ADVISOR, the COMMISSION and any other person with standing may obtain such equitable relief, and any other legal remedy, as may be necessary to protect against any such breach or threatened breach.

VI. Non-waiver of Rights

The COMMISSION's failure to enforce ADVISOR's obligations under this Agreement shall not be construed as a waiver of ADVISOR's obligations under this Agreement.

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VII. Severability and Survival

If any clause of this Agreement is held to be invalid, the remainder of the Agreement will remain in full force and effect. ADVISOR's obligations under this Agreement (Part III, above) shall survive the expiration of the professional services contract or employment between the parties and shall remain in full force and in effect unless the parties agree in writing to set the Agreement aside, or a court of competent jurisdiction finds that the information does not qualify as confidential information.

VIII. Choice of Law and Forum

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Puerto Rico. The PARTIES to this Agreement consent to the exclusive jurisdiction of the Puerto Rico state courts, and to the exclusive primary jurisdiction of the Court of First Instance, San Juan Section, for any dispute arising out of this Agreement.

IX. Interpretation

Any interpretation and any controversy regarding this Agreement shall be construed so as to protect the confidentiality of the information in accordance with the laws and regulations of the Commonwealth of Puerto Rico and the laws and regulations of the United States of America.

X. Amendment

This Agreement may not be modified except in writing duly executed by the PARTIES.

XI. Notice

Any notice required by this Agreement or given in connection with it, shall be made in writing and shall be forwarded to the appropriate party by electronic mail and by certified mail, postage prepaid, or recognized overnight delivery services.

The PARTIES have executed this Agreement, which is made effective as of February 12, 2015.

PUERTO RICO ENERGY COMMISSION	ADVISOR
Agustín F. Carbó Lugo Chairman	See signed CERTIFICATES OF NON-DISCLOSURE

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CERTIFICATE OF NON-DISCLOSURE

I understand that Confidential Information is being provided to me pursuant to the terms and restrictions of the Advisor Non-Disclosure Agreement ("Agreement") made effective on February 12, 2015 in all administrative procedures before the Puerto Rico Energy Commission. I also certify that I have been given a copy of the Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information, as defined in the Agreement, and any work product derived from Confidential Information, shall not be disclosed to anyone other than in accordance with the Agreement, shall be used only to carry out the tasks the COMMISSION requires of ADVISOR and shall be returned to the COMMISSION or destroyed upon the terms and conditions provided within the Agreement.

I further acknowledge that, in the event that my professional services contract or employment with the COMMISSION ceases, I shall continue to be bound by the terms and conditions of the Agreement.

By: _____

Date: _____

Signature: _____