

**GOVERNMENT OF PUERTO RICO
PUBLIC SERVICE REGULATORY BOARD
PUERTO RICO ENERGY BUREAU**

NEPR

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**IN RE: Puerto Rico Electric Power
Authority Rate Review**

CASE NO. NEPR-AP-2023-0003

SUBJECT: ICSE NDA

ICSE SUBMITAL OF NDA

TO THE HONORABLE ENERGY BUREAU:

Comes now the **Institute of Competitiveness and Economic Sustainability ("ICSE" as its Spanish acronym)**, represented by the undersigned, respectfully states and prays:

ICSE hereby submits and attaches the Non-Disclosure Agreement (NDA) for ICSE counsel and associates to access all evidence including confidential information in the Acción Group Platform.

To this date, ICSE requests access and to be made part of its NDA:

- (a) Mr. Fernando Agrait Betancourt, counsel;
- (b) Mr. José Pou Román, counsel; and
- (c) Mr. Rial García Maldonado, ICSE's intern.

All ICSE personnel listed herein are registered with and have individual accounts provided by the Acción Group. Counsel have explained to ICSE's associates the legal obligations voluntarily assumed by the NDA and that those obligations are binding upon them.

WHEREFORE, it is respectfully requested that the PREB take into consideration the foregoing and instruct Acción Group to provide unrestricted access to the Insitute of Competitiveness and Economic Sustainability to the depository of evidence.

RESPECTFULLY SUBMITTED.

I **CERTIFY** the present document was submitted electronically in the PREB's filing system.

In San Juan, Puerto Rico, August 26, 2025.

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JUNTA REGLAMENTADORA DE
**SERVICIO
PÚBLICO**

NEGOCIADO DE ENERGÍA

GOBIERNO DE PUERTO RICO

NON-DISCLOUSER AGREEMENT

This Agreement ("Agreement") is executed between the Energy Bureau of the Puerto Rico Public Service Regulatory Board ("Energy Bureau") and the appearing Receiving Party ("Receiving Party").

I. Scope

1. Article 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 Bureau believes that the information to be submitted has any confidentiality privilege, such person may request the Energy Bureau to treat such information as such," and that any information treated by the Energy Bureau 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."
2. On the other hand, Section 1.15 of Regulation No. 8543, known as the Regulation on Adjudicative, Notice of Noncompliance, Rate Review and Investigation Procedures states that if "in compliance with the provisions of this Regulation or any of the Energy Bureau's orders, a person has the duty to disclose information to the Energy Bureau considered to be privileged, pursuant to the Rules of Evidence, said person shall identify the allegedly privileged information, request the Energy Bureau the protection of said information, and support, in writing, its arguments for a claim of information of privileged nature. The Energy Bureau shall evaluate the petition and, if it understands the material merits protection, proceed according to what is set forth in Article 6.15 of Act 57-2014, as

amended." Meanwhile, Regulation No. 8594 grants intervening Parties "full rights as an intervening party ... [but] no petitioner shall be entitled to confidential information from PREPA, until its petition to intervene has been granted by the Energy Bureau".

3. The purpose of this Agreement is to ensure the adequate protection of the confidential information that is presented by a party during any proceeding before the Energy Bureau and to which the Energy Bureau has granted confidential treatment, pursuant to Act 57-2014, Regulation 8543, and the applicable jurisprudence.

II. Definitions

1. "Administrative Proceeding" means any proceeding before the Energy Bureau, such as an adjudication, investigation, review of rates, integrated resource plan, and any other proceeding carried out before the Energy Bureau.
2. "Agreement" means this Non-Disclosure Agreement, including the Certificate of Non-Disclosure.
3. "Energy Bureau" means the Energy Bureau of the Puerto Rico Public Service Regulatory Board.
4. "Confidential Information" refers to the following information:
 - a. Any information marked by LUMA Energy, LLC or LUMA Energy ServCo, LLC ("LUMA"); Puerto Rico Electric Power Authority ("PREPA"); or Genera PR, LLC ("GENERA") or any other party as "confidential" or "privileged" in the matter, unless and until the Energy Bureau or a court of law decides otherwise;
 - b. Any information the Energy Bureau or a court of law marks or treats as "confidential" or "privileged".

- c. Any document filed by a party in an Administrative Proceeding in relation to information described in (a) and (b) above.
5. "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.
6. "Party" refers to PREPA or a natural or legal person who has been authorized by the Energy Bureau to participate in an Administrative Proceeding. For purposes of this Agreement, the term includes the persons identified as authorized representatives by the Party and who have signed this Agreement.
7. "Producing Party" refers to the party in any Administrative Proceeding before the Energy Bureau who originally made a claim of confidentiality and was subsequently granted protections for such claim.
8. "Receiving Party" means the Party who, pursuant to this Agreement and the rules set forth by the Energy Bureau through order or resolution, has the right to access information that has been identified as Confidential Information by the Energy Bureau.

III. Receiving Party's Obligations

1. The Receiving Party shall protect, maintain secure, not disclose, share, discuss or allow access of any Confidential Information, as defined in Part II (4) above, to any person who has not been identified by a Party as an authorized representative and who has signed this Agreement.
2. The Receiving Party must send to the Producing Party and the Energy Bureau, via email, a copy of this Agreement executed by its authorized

representative, as well as a copy of the Certificate of Non-Disclosure executed by each of its authorized representative to whom it wishes to allow access to Confidential Information.

3. If, during the course of the Administrative Proceeding, the Receiving Party obtains Confidential Information, the Receiving Party shall:
 - a. If the information is in electronic or intangible format, the Receiving Party shall maintain only one copy in a secure device and include the word "CONFIDENTIAL" in the file name. Under no circumstance will the Receiving Party store the Confidential Information in an unsecured, publicly accessible cloud environment, or store Confidential Information in devices which may be accessed by persons other than those who have executed this Agreement;
 - b. If the information is in paper or tangible format, the Receiving Party shall maintain only one copy and keep such information in a sealed envelope in a safe place, inaccessible to any person who is not bound by this Agreement;
 - c. The Receiving Party shall conspicuously note the confidentiality of any Confidential Information in the Receiving Party's possession. For example, by marking the header of a document or labeling a CR-ROM or USB pen drive with the word "CONFIDENTIAL".
 - d. To the extent the Receiving Party deems it necessary to extract, summarize, or describe the Confidential Information, the Receiving Party shall keep a record of such extracts, summaries, or descriptions, and shall maintain them secure as set forth in subsections (a), (b) and (c) above;
 - e. 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 the Receiving Party loses a USB pen drive with an electronic copy of the Confidential Information), the Receiving Party shall immediately notify the

Energy Bureau and the Producing Party and take whatever steps the Receiving Party and/or the Energy Bureau deem necessary and desirable to protect the Confidential Information; and

- f. The Receiving Party shall apply and observe the obligations stated in this Part III (3) with regards to any and all information identified by the Energy Bureau or by a court as Confidential Information, pursuant to the laws and regulations of the Commonwealth of Puerto Rico and to the laws and regulations of the United States of America.
4. The Receiving Party shall use Confidential Information only to the extent necessary for its participation in the Proceeding.
5. The Receiving Party will not use Confidential Information for any purpose unrelated to its participation in the Proceeding.
6. The Energy Bureau may periodically determine that certain Confidential Information shall be subject to additional protection so as to ensure its confidentiality. The Receiving Party agrees to abide by the particular confidentiality rules that the Energy Bureau sets forth in addition to or in lieu of these terms and conditions, as the Energy Bureau may deem necessary.
7. Within thirty (30) days of the Energy Bureau's final decision on the Administrative Proceeding becoming final and firm, or of the conclusion of the Receiving Party's participation as a Party in the Proceeding, whichever occurs first, the Receiving Party shall return to the Producing Party all Confidential Information, including any reproduction, extracts, summaries or descriptions containing Confidential Information. The Receiving Party and the Producing Party Energy Bureau may agree in writing to forego the return of Confidential Information and, instead, have the Receiving Party destroy all Confidential Information. The Receiving Party must certify its compliance with the above to the Energy Bureau and the Producing Party within said term of thirty (30) days.

- a. In any event, at the conclusion of the thirty (30) day period following the final determination by the Energy Bureau in the Proceeding becoming final and firm, or of the conclusion of the Receiving Party's participation as a Party in the Proceeding, the Receiving Party shall destroy all tangible and intangible Confidential Information in its possession including, without limitation, information included in USB devices, emails, files in a cloud environment, and documents stored in a back-up system, to ensure that no part of the Confidential Information remains available.
8. In the event that the Receiving Party is served with a judicial order or any judicial or legal subpoena or citation demanding the production or disclosure of Confidential Information, or any document, file or device containing or referencing Confidential Information, the Receiving Party shall: (a) notify the entity requesting the production of said Confidential Information that the same has been designated as such in the Proceeding; (b) provide within two business (2) days a copy of said order, subpoena or citation to the Energy Bureau and the Producing Party; (c) to the extent possible, allow and wait for the Producing Party to intervene in the process so as to protect the Confidential Information before disclosing it; and (d) use all reasonable efforts to ensure that the Confidential Information at issue is treated consistently with this Agreement.
9. The Receiving Party has no obligation to safeguard information which is or becomes publicly available without the Receiving Party's breach of this Agreement; which the Receiving Party rightfully receives without obligations of confidentiality; or which the Receiving Party develops without breaching of this Agreement. Upon the Energy Bureau's request, the Receiving Party must show the information is public y available.

IV. Producing Part's Obligations

In making any confidentiality claim and filing said Confidential Information, the Producing Party must observe the rules established by the Energy Bureau through Order or Resolution. Neither the Energy Bureau or any Receiving Party will be responsible for the disclosure of information that the Producing Party has not claimed as confidential or for which the Producing Party has not complied completely with what is established by the Energy Bureau.

V. Energy Bureau's Powers

1. When appropriate, the Energy Bureau may give the Receiving Party an encrypted copy of the Confidential Information.
2. The Energy Bureau will retain copies of all Confidential Information that is part of the administrative record, in accordance with the Energy Bureau's record retention policies. The Energy Bureau will follow the internal rules adopted for handling such Confidential Information.
3. The Energy Bureau is entitled to review, monitor and audit the receiving party's compliance with the terms of this Agreement. However, the Energy Bureau is not responsible for the Receiving Party's inadvertent or intentional disclosure of Confidential Information.
4. In the event of any breach by the Receiving Party, the Energy Bureau will impose a penalty to the Receiving Party pursuant to Article 6.37 of Act 57-2014. Part VI of this Agreement does not limit the remedies a Producing Party is entitled to seek before any court as a result of the Receiving Party's noncompliance.

VI. Remedies

In the event of any breach or possible breach by the Receiving Party, the Energy Bureau and/or the Producing Party may obtain such equitable relief or any other legal remedy to which it is entitled.

VII. Non-waiver of Rights

The Energy Bureau's or any Party's failure to enforce strict compliance with this Agreement, or any part thereof, shall not be construed as a waiver of the Energy Bureau or any Party to require strict compliance with this Agreement.

VIII. 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. The obligations under this Agreement shall survive the Administrative Proceeding and shall remain in full force and in effect prospectively so that Confidential Information is protected 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.

IX. 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 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.

X. Interpretation and Applicability

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.

The Parties agree and recognize that the fact that the present Agreement is executed individually by a Receiving Party does not limit the ability of another Party, and in particular, a Producing Party, to enforce its rights

under this Agreement, as long as the Party that claims a right has executed this Agreement.

XI. Amendment

This Agreement may not be modified except in writing. Any amendment must be agreed and executed by all the Parties and will apply equally to all Parties.

XII. 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.

XIII. Language

For the benefit of the parties involved, the Energy Bureau publishes this Agreement in both English and Spanish. If there is any discrepancy between both versions, the Spanish version will prevail.

The Parties have executed the Agreement, which is made effective as of _____.

PUERTO RICO ENERGY BUREAU

THE RECEIVING PARTY

Edison Avilés Deliz
Chairman

See signed Certificates of NON-Disclosure

CERTIFICATE OF NON-DISCLOSURE

I understand that Confidential Information is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement ("Agreement") dated 08/20/2025 in the matter In re: Puerto Rico Electric Power Authority Rate Review, NEPR-AP-2023-0003, before the Energy Bureau. 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, notes, memoranda, summaries, abstracts, studies, computer software, software information or other documentation derived from Confidential Information, shall not be disclosed to anyone other than in accordance with the Agreement, shall be used only for the purpose of the aforementioned proceeding and shall be returned to the Producing Party or destroyed pursuant to the terms and conditions provided in the Agreement.

I further acknowledge that, in the event that I cease to be engaged in said proceeding, I shall continue to be bound by the terms and conditions of the Agreement.

By:

Authorizer Representative of:

Date:

Signature:

José Leonardo Ben RománInstituto de Competitividad y Sostenibilidad EconómicaAugust 20, 2025[Signature]