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Harry M. Barton
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October 22, 2021

Via Overnight Delivery


Brandon Frey
Office of the Secretary
Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North 5th Street
Baton Rouge, LA 70802

Re: 2021 Integrated Resource Planning (“IRP”) Process for Entergy Louisiana, LLC Pursuant to the General Order No. R-30021, Dated R-30021, (LPSC Docket No. I-XXXXX)

Dear Secretary Frey:

Pursuant to Section 10(d) of the Integrated Resource Planning (“IRP”) Rules for Electric Utilities in Louisiana, approved by the Corrected General Order of the Louisiana Public Service Commission in the Docket NO. R-30021, this letter serves as a Request to Initiate IRP Process for Entergy Louisiana, LLC. Also contained in this filing are a proposed Schedule of Events and Proposed Confidentiality Agreement. Please find enclosed an original and three copies. Please file an original and two copies into the record and return a date-stamped copy to me in the enclosed, self-addressed stamped envelope.

Should you have any questions regarding the Proposed Confidentiality Agreement, please contact me at (504) 576-2984. Please also do not hesitate to contact me should you have any other questions in this matter.

Sincerely,

Harry M. Barton.

HMB/ddm
Enclosures

cc: Melissa Frey (via electronic mail)
Terri Lemoine Bordelon (via electronic mail)
Mark D. Kleehammer
Lawrence J. Hand, Jr.
Jonathan Bourg
Shawn Allen

LPSC Docket No. U- _____

ELL 3rd Cycle IRP – Proposed Schedule of Events

Filing initiating Second Full Cycle	October 22, 2021
File Data Assumptions and description of studies to be performed	November 16, 2021
First Stakeholder meeting	December, 2021
Stakeholder written comments due	February 22, 2022
Publish draft IRP reports	October 23, 2022
Second Stakeholder meeting	November, 2022
Stakeholder comments on draft IRP reports due	January 23, 2023
Staff comments on draft IRP reports due	February 22, 2023
Final IRP reports due	May 22, 2023
Stakeholder list of disputed issues and alternative recommendations due	July 24, 2023
Staff recommendation to Commission on whether a proceeding is necessary to resolve issues	August 22, 2023
Commission order acknowledging IRPS or setting procedural schedule for disputed issues	October 23, 2023
Filing initiating 4 th full cycle	October 22, 2025

BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION

2021 INTEGRATED RESOURCE)	
PLANNING PROCESS FOR ENTERGY)	
LOUISIANA, LLC PURSUANT TO THE)	
GENERAL ORDER NO. R-30021, DATED)	DOCKET NO. U-_____
APRIL 20, 2012)	

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement shall govern the use of all information deemed confidential by a party in filings or in responding to discovery requests, unless the Louisiana Public Service Commission (“Commission” or “LPSC”) finds that such information is not confidential.

1. (a) Any party or person producing or filing materials, including but not limited to records stored or encoded on a computer disk or other similar electronic storage medium, in this proceeding (a “Producing Party”) may designate that material or any portion of it as confidential pursuant to this Agreement by typing or stamping on the face of the document or the storage medium containing the material and, to the extent practicable, on each page thereof, “CONFIDENTIAL INFORMATION PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-_____” or words of similar import (hereinafter referred to as “Confidential Information”). Parties to this proceeding and persons and entities retained to assist them, to the extent they obtain access to Confidential Information pursuant to this Confidentiality Agreement (“Reviewing Parties”), shall protect the confidentiality of such materials in accordance with the terms and conditions of this Confidentiality Agreement.

(b) A “Reviewing Party” is a party to Louisiana Public Service Commission Docket No. U-_____ or a representative of a party to the extent that it receives or is provided access to Confidential Information pursuant to this Confidentiality Agreement. Reviewing Parties, including outside counsel and consultants retained or engaged by the Reviewing Party to assist the Reviewing Party with respect to these proceedings, shall be permitted access to Confidential Information through the execution of a Confidentiality Agreement.

(c) The term “Confidential Information” is hereby defined for the purposes of this Confidentiality Agreement to include materials or portions thereof referred to in paragraph 1(a) above, and to include as well materials or portions thereof that contain, quote from, are derived from, or otherwise could reveal the content of Confidential Information; provided, however, that Confidential Information shall not include any information or material contained in the public files of the Midcontinent Independent System Operator, Inc., the Commission, the Federal Energy Regulatory Commission or

any other federal or state agency. Confidential Information also shall not include materials or information which at the time of or prior to disclosure in these proceedings is or was public knowledge or which becomes public knowledge, or is otherwise in the public domain, other than through disclosure in violation of this or any other confidentiality agreement or protective order.

(d) The term “Highly Sensitive Protected Materials” is a subset of Confidential Information¹ and refers to material that a Producing Party, or an entity asserting confidentiality with regard to the material, claims is of such a highly sensitive nature that making copies of such material or providing access to such material to persons or entities engaged in certain activities or the employees of the Reviewing Party would expose the Producing Party, or the entity asserting confidentiality, or a person or entity to which the Producing Party or other entity asserting confidentiality owes a duty to protect the confidentiality of such materials, to an unreasonable risk of harm. The Producing Party may designate such materials or any portion thereof as Highly Sensitive Protected Materials pursuant to this Confidentiality Agreement by typing or stamping on the face of the document or the storage medium containing the material and, to the extent practicable, on each page thereof, “HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-_____” or words of similar import.

(e) It is not anticipated that Critical Energy Infrastructure Information (“CEII”) will be relevant information that will be produced in this proceeding. In the event that CEII should become relevant to the proceeding, the parties will address appropriate confidentiality protections for CEII at such time.

2. (a) Except as otherwise provided in this paragraph, a Reviewing Party shall be permitted access to Confidential Information only through its authorized “Reviewing Representatives.” “Reviewing Representatives” of a Reviewing Party may include its counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by the Reviewing Party and directly engaged in these proceedings.

(b) Neither a Reviewing Party nor a Reviewing Representative shall disclose Confidential Information to any individual or entity unless said disclosure is explicitly authorized by this Confidentiality Agreement.

(c) Reviewing Representatives for purposes of reviewing Highly Sensitive Protected Materials in this proceeding shall not include any person whose duties include (or who directly supervises any employee whose duties include) any activity with respect to which the disclosure of particular Highly Sensitive Protected Materials would present an unreasonable risk of harm, such as, (i) the marketing or sale of electric power or energy at wholesale, (ii) the purchase or sale of electric power or energy at wholesale, (iii) the

¹ Unless otherwise stated, all references in this Confidentiality Agreement to “Confidential Information” shall specifically include “Highly Sensitive Protected Materials,” which are a subset of Confidential Information.

provision of electricity marketing consulting services to entities engaged in the sale or purchase of electric power at wholesale; (iv) the pricing for: the sale of potential electric generation development project facilities or the electric power or energy therefrom, or of potential upgrades or enhancements to such facilities or the electric power or energy therefrom, with the exception of the development and/or evaluation of projects for self- or co-generation of electricity; and (v) the pricing for competitive bids for purchases, sales, or construction of electric transmission facilities.

For example, Reviewing Representatives for purposes of reviewing Highly Sensitive Protected Materials shall not include persons who assist or advise any potential bidders or sellers in preparing bids or proposals for, in negotiations relating to, or otherwise in connection with bids or proposals in response to any requests for proposals for supply-side resources issued on behalf of one or more of the utilities producing the information, and/or the pricing of renewable energy proposals and unsolicited offers for the purchase of generating resources, whether through purchase power agreements or the ownership of the resource. Nothing in this section shall preclude an attorney or consultant from acting as a Reviewing Representative and representing a party engaged in the activities described herein as long as that attorney does not engage in those activities or disclose that Highly Sensitive Protected Material to the individuals engaged in those activities.

Nothing herein, however, shall preclude a Reviewing Representative from providing public information to clients or participating in public proceedings pursuant to the LPSC's Market Based Mechanisms Order or certification proceedings resulting therefrom.

(d) Nothing shall preclude a Producing Party from seeking protections for Highly Sensitive Protected Materials beyond those provided for in this agreement. If the party asserting confidentiality believes that further protections should be afforded, or should a dispute arise with respect to the manner in which, or the Reviewing Representatives to which, Highly Sensitive Protected Materials are disclosed, such materials shall be made available for inspection by Commission Staff Counsel and outside counsel for the Reviewing Party only, pending a determination of the manner in which, and the Reviewing Representatives to which, such materials will be disclosed pursuant to this Agreement, which determination shall be made on a case by case basis, depending on the level of protection that may be necessary to protect the Producing Party, and any other person or entity to which the Producing Party owes a duty to protect the confidentiality of such materials, from any unreasonable risk of harm that may result from disclosure of such information. In the event that the parties are unable to agree on the manner in which, and the Reviewing Representatives to which, such materials will be disclosed, the party asserting confidentiality reserves its right to seek from the Commission or a court of competent jurisdiction, as may be necessary, an order providing the level of protection for the Highly Sensitive Protected Materials that the party asserting confidentiality believes is required. Likewise, the party seeking review reserves its rights to seek a remedy from the Commission or a court of competent jurisdiction.

3. (a) Except for materials that are voluminous, a Producing Party shall provide one copy of Highly Sensitive Protected Materials to the person designated by the Reviewing Party to

receive and maintain possession of such copy. The person so designated must be an authorized Reviewing Representative for purposes of reviewing such material under Paragraph 2, above. The copy provided to the designated Reviewing Representative may be provided (1) in hard copy, or (2) in an electronic format, as agreed to by the parties. The copy of Highly Sensitive Protected Materials that is provided to the designated Reviewing Representative shall be delivered to such Reviewing Representative via commercial courier such as FedEx or other means of delivery of comparable reliability. Absent the mutual agreement of the Producing Party and Reviewing Party and the existence of extraordinary circumstances, Highly Sensitive Protected Materials shall not be transmitted by electronic mail, whether (1) from the Producing Party to the Reviewing Party, (2) between Reviewing Parties, or (3) among Reviewing Representatives of a single Reviewing Party. In addition, no copies shall be made of Highly Sensitive Protected Materials, except for the purposes discussed in this subparagraph or in paragraph 11 below, and except that one hard copy may be made of Highly Sensitive Protected Materials that are provided in an electronic format, provided that each page of such hard copy shall bear the Highly Sensitive Protected Materials legend set forth in Paragraph 1(d). Only the designated Reviewing Representative shall receive and maintain possession of all Highly Sensitive Protected Materials received under this Confidentiality Agreement, whether in hard copy or electronic form. Reviewing Representatives who are authorized Reviewing Representatives for purposes of reviewing particular Highly Sensitive Protected Materials, but who are not designated to receive and maintain possession of such Highly Sensitive Protected Materials, may review the copy of those materials at the office of the designated Reviewing Representative. If necessary, and only with the express consent of the Producing Party, additional copies of Highly Sensitive Protected Materials in the number specified by the Producing party, in electronic or hard copy form, may be created under circumstances in which, due to the geographic distance between the designated Reviewing Representative and other Reviewing Representatives of the same Reviewing Party or other similar circumstances, the requirement of this subparagraph that only one copy of Highly Sensitive Protected Materials be provided to and maintained by each Reviewing Party would result in substantial hardship. Authorized Reviewing Representatives may take reasonably limited handwritten notes regarding the information contained in Highly Sensitive Protected Materials, provided that handwritten notes shall not be used to circumvent this protection against duplication of Highly Sensitive Protected Materials.

(b) An authorized Reviewing Representative's notes, memoranda, or other documents, materials, or information regarding or derived from Highly Sensitive Protected Materials, whether in hard copy or electronic form, are to be considered Highly Sensitive Protected Materials and labeled as set forth in Paragraph 1(d), above, and are to be treated in all respects as Highly Sensitive Protected Materials pursuant to this Confidentiality Agreement. Authorized Reviewing Representatives must take all reasonable precautions to ensure that Highly Sensitive Protected Materials, including notes and analyses made from Highly Sensitive Protected Materials, are not viewed by any person other than an authorized Reviewing Representative.

(c) Other than pursuant to a valid court order and/or subpoena or as otherwise expressly provided in this Confidentiality Agreement, an authorized Reviewing Representative may

disclose Highly Sensitive Protected Materials to another person only if the person to whom the material is to be disclosed is an authorized Reviewing Representative under this Confidentiality Agreement and only if such disclosure is conducted in compliance with the provisions of this Confidentiality Agreement.

(d) If the Producing Party believes that further protections should be afforded with respect to the manner in which the confidentiality of particular Highly Sensitive Protected Materials should be protected, which determination shall be made on a case-by-case basis depending on the level of protection that may be necessary to protect the Producing Party and any other person or entity to which the Producing Party owes a duty to protect the confidentiality of such materials from any unreasonable risk of harm that may result from disclosure of such information, then the Producing Party shall retain its right, and shall not be deemed to have waived such right, to seek from the Commission, and from the courts as may be necessary, an order providing the level of protection for such materials that the Producing Party believes is required.

4. In the event that any authorized Reviewing Representative for purposes of reviewing Highly Sensitive Protected Materials ceases to be engaged in this proceeding or develops an intention to engage in one or more of the activities described in paragraph 2(c) above and subject to paragraphs 5 (c) and (d) below, that person:

(a) must immediately notify the Producing Party in writing, as applicable, (a) that involvement in LPSC Docket No. U-_____ has ceased, or (b) of the intention to engage in such activity(ies);

(b) shall be immediately disqualified from reviewing or receiving Highly Sensitive Protected Materials;

(c) upon request of the Producing Party, shall return to the Producing Party (or any remaining authorized Reviewing Representative of the Reviewing Party) all Highly Sensitive Protected Materials in possession of such person, including all notes, memoranda, or other documents or information regarding or derived from Highly Sensitive Protected Materials; and,

(d) shall not engage in any activity set forth in paragraph 2(c) above until the provisions of paragraph 4(c), above, have been complied with fully, and shall refrain from engaging in any activity listed in paragraph 3 above for thirty (30) days from the date that notice is given pursuant to paragraph 4(a), above, in order to afford the Producing Party an opportunity to seek from a court of competent jurisdiction any injunctive or other relief that may be appropriate.

5. (a) Unless otherwise authorized by a Producing Party, each Reviewing Representative who may be given access to Confidential Information shall, before gaining such access, agree in writing to the following certification, and shall provide a copy of a signed certification in the form of that attached to this Confidentiality Agreement to counsel for the party asserting confidentiality:

“I certify my understanding and agreement that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Confidentiality Agreement in Louisiana Public Service Commission Docket No. U-_____, and that I have been given a copy of the Confidentiality Agreement and have read it and agree to be bound by it. I understand and agree that Confidential Information, the contents thereof, and any notes, memoranda, or any other form of information regarding or derived from Confidential Information, shall not be disclosed to anyone other than in accordance with the Confidentiality Agreement and shall be used only for the purpose of the proceedings in Louisiana Public Service Commission Docket No. U-_____ and any appeals therefrom. Provided, however, if the content of the Confidential Information is publicly available or is obtained from independent sources other than in violation of this or any other confidentiality agreement or protective order, the understanding stated herein shall not apply.”

- (b) Unless otherwise authorized by a Producing Party, neither a Reviewing Party nor a Reviewing Representative may grant access to Confidential Information to any person unless such person is an authorized Reviewing Representative who has executed a certification in the form and substance of that set forth in paragraph 5(a) above and provided a signed certification to counsel for the Producing Party prior to the disclosure or granting of access to Confidential Information.
 - (c) In the event that any Reviewing Representative to whom such Confidential Information is disclosed ceases to be engaged in this proceeding, access to such Confidential Information by such person shall be terminated, and, upon request by the Producing Party, any copies of Confidential Information in the possession of such person shall be returned to the Reviewing Party. Any person who has agreed to the foregoing certifications shall continue to be bound by the provisions of this Confidentiality Agreement, even if no longer so engaged.
 - (d) The Reviewing Party and Reviewing Representatives are responsible for ensuring that persons under their supervision and control comply with this Confidentiality Agreement.
6. (a) Except for materials that are voluminous, the Producing Party shall provide a Reviewing Party one copy of Confidential Information. Although only Confidential Information that has been designated Highly Sensitive Protected Materials shall be subject to the restrictions on copying set forth in Paragraph 3 above, the parties agree to make a good faith effort to limit the number of copies made of Confidential Information to those reasonably necessary under the circumstances and agree to distribute copies of Confidential Information only to Reviewing Representatives.
- (b) Materials that are deemed “voluminous,” which may include materials in excess of five hundred (500) pages in length that cannot reasonably be provided in an electronic format, shall be made available for inspection by Reviewing Representatives at a location in Baton Rouge, Louisiana or New Orleans, Louisiana specified by the party declaring such materials to be voluminous between the hours of 9:00 a.m. and 5:00 p.m., Monday

through Friday (except holidays). Such voluminous materials may be reviewed only during the “reviewing period,” which period shall commence upon signing of this Confidentiality Agreement, and continue until conclusion of these proceedings. As used in this paragraph, “conclusion of these proceedings” refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law.

(c) Reviewing Representatives may take handwritten notes regarding the information contained in voluminous materials made available for inspection pursuant to Paragraph 6 (b) of this Confidentiality Agreement. In the case of Highly Sensitive Protected Materials that are voluminous, such handwritten notes shall be subject to and governed by the provisions of Paragraph 3. After an inspection conducted under this paragraph, a Reviewing Representative may designate materials to be copied. In the case of Highly Sensitive Protected Materials that are voluminous and made available under this paragraph, such copy shall be subject to, and governed by, the provisions of Paragraph 3 of this Confidentiality Agreement. The Reviewing Party shall be responsible for reimbursing the reasonable costs associated with producing copies of any materials designated for copying under this paragraph. Only one copy of the materials designated shall be reproduced by the party making voluminous materials available for inspection. Reviewing Parties shall make a diligent, good-faith effort to limit the amount of photographic or mechanical copying requested to only that which is essential for purposes of this proceeding.

7. All Confidential Information made available pursuant to this Confidentiality Agreement to the Reviewing Parties and their Reviewing Representatives shall be reviewed and used solely for the purpose of these proceedings and any appeals therefrom. Access to the Confidential Information may not be used in the furtherance of any other purpose, including, without limitation, (i) any other pending or potential proceeding involving any unrelated investigation, claim, complaint, civil action, or other grievance of whatever nature, or (ii) any business endeavor or competitive purpose of whatever nature. The Confidential Information, as well as the Reviewing Party’s or any Reviewing Representative’s notes, memoranda, or other information regarding, or derived from the Confidential Information, are to be treated confidentially by the Reviewing Party and its Reviewing Representatives and shall not be disclosed or used except as permitted and provided in this Confidentiality Agreement. Information derived from or describing the Confidential Information shall not be placed in the public or non-secure files of the Reviewing Party or any Reviewing Representative except in accordance with provisions of this Confidentiality Agreement. A Reviewing Party and its Reviewing Representatives must take all reasonable precautions to ensure that Confidential Information, including handwritten notes and analyses made from Confidential Information, are not viewed or taken by any person other than a Reviewing Representative of the Reviewing Party. No provision of this Confidentiality Agreement shall prohibit a Reviewing Party from requesting, in another proceeding or matter, any of the materials that have been designated in this matter as Confidential Information, Highly Sensitive Protected Materials subject to applicable confidentiality agreements or orders in such other proceeding or matter.

8. (a) If a Reviewing Party or Reviewing Representative tenders for filing any written testimony, exhibit, brief, or other submission that quotes from Confidential Information or discloses the confidential content of Confidential Information, the confidential portion of such testimony, exhibit, brief, or other submission shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Confidentiality Agreement and the LPSC Rules of Practice and Procedure as amended by General Order dated August 31, 1992. Such documents shall be marked “CONFIDENTIAL INFORMATION PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-_____” or with the designation “HIGHLY SENSITIVE PROTECTED MATERIALS PURSUANT TO CONFIDENTIALITY AGREEMENT IN LPSC DOCKET NO. U-_____” as appropriate and shall be filed under seal with the Executive Secretary of the LPSC and served under seal to the counsel of record for the Reviewing Parties. If testimony that quotes from Confidential Information or discloses the confidential content of Confidential Information is offered by a Reviewing Representative on behalf of a Reviewing Party in this proceeding, the Reviewing Party shall advise the Administrative Law Judge of such fact, and the Commission shall proceed pursuant to Rule 26 of the LPSC Rules of Practice and Procedure as amended by General Order dated August 31, 1992. The Commission may subsequently, on its own motion or on motion of a party, issue a ruling determining whether or not the inclusion, incorporation, or reference to Confidential Information is such that, pursuant to this Confidentiality Agreement, the written testimony, exhibit, brief, or other submission, or transcript of testimony, should remain under seal.

(b) Any Party or Reviewing Representative giving testimony or submitting exhibits at hearings or depositions in this proceeding must, at the time such testimony or exhibits are submitted, identify as Confidential Information or Highly Sensitive Protected Materials, as appropriate, any portion of such testimony or exhibits that has been or is at that time designated as Confidential Information or Highly Sensitive Protected Materials in accordance with this Confidentiality Agreement, by advising the Administrative Law Judge of such fact. In that event, the Commission shall proceed pursuant to Rule 26 of the LPSC Rules of Practice and Procedure as amended by General Order dated August 31, 1992, unless the Commission determines that the material does not qualify for the “Confidential Information” or “Highly Sensitive Protected Material” designations.

(c) All Confidential Information filed with the Commission, the Administrative Law Judge, or any other judicial or administrative body in support of or as part of a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers, and shall bear the appropriate designation.
9. Each party to this Confidentiality Agreement shall have the right to seek changes in the Confidentiality Agreement, as appropriate, from the Commission, or the courts. Before resorting to the Commission or the courts, the party seeking modification of this Agreement will first attempt to negotiate the proposed changes with the other parties to the Agreement.
10. A Reviewing Party and/or Reviewing Representative may release Confidential Information only pursuant to a final order of a local, state, or federal governmental

agency or authority or court of competent jurisdiction, as appropriate; provided, however, the Reviewing Party and/or Reviewing Representative agrees that prior to such release it shall promptly notify the Producing Party, and its counsel of record, of the order and of the intention to comply with the order and so that the Producing Party timely may contest any release of the Confidential Information; and provided, further, the Reviewing Party and/or Reviewing Representative shall attempt to ensure that such Confidential Information is not disclosed to the public and is accorded the highest level of protection possible consistent with the terms of this Confidentiality Agreement; however, the Reviewing Party and/or Reviewing Representative will abide by any such final order. In addition to the obligation to notify imposed in the foregoing provision, if prior to the issuance of such a final order, a Reviewing Party and/or Reviewing Representative becomes aware of any intention or proceedings to obtain such an order, then the Reviewing Party and/or Reviewing Representative acquiring such knowledge shall promptly inform the Producing Party of such proceedings.

11. During the pendency of Docket No. U-_____ at the Commission, in the event that a Reviewing Party wishes to disclose Confidential Information to any person to whom disclosure may not be authorized by this Confidentiality Agreement, or wishes to have changed the designation of certain information or material as protected by alleging, for example, that such information or material has entered the public domain, the parties shall attempt to resolve such dispute in a mutually satisfactory manner, and in the event that is not possible, the parties may seek a resolution of such dispute by the Commission or by a court of competent jurisdiction. The parties to this agreement hereby consent to and agree to support a stay of such a ruling by an Administrative Law Judge or Hearing Examiner requiring disclosure or a change in designation pending a final order by the Commission in the event such ruling is the subject of an appeal or a request for interlocutory review by the Commission. Likewise, the parties to this agreement hereby consent to and agree to support a stay of such a final order by the Commission requiring disclosure or a change in designation pending a decision on a request for a preliminary injunction. Any party challenging the State District Court determination allowing disclosure or a change in designation, or a denial of same, shall have a period of fifteen (15) days from the date of the District Court's ruling, or such other time period authorized by a court of competent jurisdiction to file a petition seeking a favorable ruling from the Louisiana Supreme Court. Any challenges concerning the appropriate designation of CEII shall be made before the Federal Energy Regulatory Commission.
12. Nothing in this Confidentiality Agreement shall be construed as precluding a Producing Party from objecting to the use of Confidential Information on grounds other than confidentiality, including the lack of required relevance. Without limiting any party's obligations arising under this Confidentiality Agreement, nothing in this Confidentiality Agreement shall be construed as an agreement or admission by any party or the Commission that the designation of any material as Confidential Information under this Confidentiality Agreement is appropriate.
13. All notices, applications, responses, or other correspondence shall be made in a manner that protects the Confidential Information at issue from unauthorized disclosure.

14. Following the conclusion of these proceedings, Reviewing Parties and their Reviewing Representatives, upon request by a Producing Party, shall return or destroy all copies of the Confidential Information made available by such party except for any copies filed or submitted to the Commission and that the Commission is required to retain pursuant to applicable public retention law or policy. Any documents subject to such retention requirement shall be maintained under seal and confidential unless otherwise designated pursuant to the terms of this Confidentiality Agreement. Further, all notes or other documents derived from or revealing the confidential content of such Confidential Information shall, upon request, be redacted to remove permanently any Confidential Information, including information from which Confidential Information can be derived. As used in this paragraph, “conclusion of these proceedings” refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law. Nothing in this paragraph shall require the destruction or redaction of Confidential Information that is part of the record of any appeal of any action of the Commission in Docket No. U-_____.
15. In the event of a breach of the provisions of this Confidentiality Agreement, the party asserting confidentiality will not have an adequate remedy in money or damages, and accordingly, shall, in addition to any other available legal or equitable remedies, be entitled to seek an injunction against such breach without any requirement to post bond as a condition of such relief.
16. In the event of an inadvertent breach of this Agreement by a Reviewing Party revealing Confidential Information, that Reviewing Party shall be under an obligation to: 1) notify the Producing Party of such inadvertent breach as soon as reasonably possible upon discovery of such breach, 2) seek to recall and have destroyed the inadvertently produced material by e-mail or telephone request, and 3) replace inadvertently produced material with material containing proper redactions.

Date: _____

By: _____
(Signature)

Print name: _____

Company: _____

Representing: _____

**BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION**

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DOCKET NO. U-_____

NON-DISCLOSURE CERTIFICATE

I certify my understanding and agreement that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Confidentiality Agreement in Louisiana Public Service Commission Docket No. U-_____, and that I have been given a copy of the Confidentiality Agreement and have read it and agree to be bound by it. I understand and agree that Confidential Information, the contents thereof, and any notes, memoranda, or any other form of information regarding or derived from Confidential Information, shall not be disclosed to anyone other than in accordance with the Confidentiality Agreement and shall be used only for the purpose of the proceedings in Louisiana Public Service Commission Docket No. U-_____. Provided, however, if the content of the Confidential Information is publicly available or is obtained from independent sources other than in violation of this or any other confidentiality agreement or protective order, the understanding stated herein shall not apply.

Date: _____

By: _____
(Signature)

Print name: _____

Company: _____

Representing: _____

BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION

2021 INTEGRATED RESOURCE)
PLANNING PROCESS FOR ENTERGY)
LOUISIANA, LLC PURSUANT TO THE) DOCKET NO. U-_____
GENERAL ORDER NO. R-30021,)
DATED APRIL 20, 2012)

ADDENDUM TO CONFIDENTIALITY AGREEMENT

Due to the risks related to public health associated with the COVID-19 Coronavirus, Governor John Bel Edwards declared a statewide Public Health Emergency.¹ Further, the Governor issued a Stay at Home Order on March 22, 2020, ordering all state office buildings to be closed to the public and directing Louisiana residents to shelter at home.² In response to these Proclamations, the Louisiana Public Service Commission issued an Executive Order on March 24, 2020, which led to the Louisiana Public Service Commission adopting Special Order No. 23-2020 on April 29, 2020, establishing certain emergency procedures.³ In light of the foregoing, as well as the ongoing COVID-19 pandemic affecting Louisiana and the entire United States, the Parties to the Confidentiality Agreement in place in the above-captioned docket (the “Confidentiality Agreement”)⁴ desire to clarify that sharing of Confidential Information and Highly Sensitive Protected Materials may occur by secure electronic means (i.e., file-sharing software). Therefore, and notwithstanding anything in the Confidentiality Agreement to the contrary, the Parties agree that:

- (1) A Producing Party may provide Confidential Information to Reviewing Representatives via file-sharing software or other similar, suitable electronic delivery method rather than in hard copy form. A Reviewing Representative may download/retain one copy of such Confidential Information, including Highly Sensitive Protected Materials, during the pendency of these proceedings;
- (2) Absent express written permission from the Producing Party and the existence of extraordinary circumstances, Highly Sensitive Protected Materials shall not be transmitted by electronic mail or other means of electronic transmission (i) between Reviewing Parties or (ii) among Reviewing Representatives of a single Reviewing Party;

¹ Proclamation 25-JBE-2020.

² Proclamation 33-JBE-2020.

³ As of June 8, 2020, the emergency procedures established in Special Order No. 23-2020 are no longer available.

⁴ Defined terms used in this *Addendum to Confidentiality Agreement* have the definitions set forth in the Confidentiality Agreement.

- (3) In the event that the undersigned Reviewing Representative ceases to be engaged in this proceeding, the Reviewing Representative shall destroy all Confidential Information, including Highly Sensitive Protected Materials, in their possession, including all notes, memoranda, or other document or information regarding or derived from Highly Sensitive Protected Materials;
- (4) Upon conclusion of this proceeding and upon request of the Producing Party, the Reviewing Representative shall destroy all electronically stored Confidential Information, including Highly Sensitive Protected Materials in their possession, including all notes, memoranda, or other documents or information regarding or derived from Highly Sensitive Protected Materials, except for any document filed or submitted to the Commission and that the Commission is required to retain pursuant to the applicable public retention law or policy.

Except as modified above, the terms and conditions of the Confidentiality Agreement shall remain in full force and effect.

Date: _____

By: _____
(Signature)

Print name: _____

Company: _____

Representing: _____