

UNDERTAKING OF CONFIDENTIALITY

TO: THE PUBLIC UTILITIES BOARD OF MANITOBA (the "PUB")

WHEREAS on (month) (day), (year), in Procedural Order xxx/xx (the "Order"), the PUB approved a process for the treatment of confidential/commercially sensitive information (the "CSI Process") in the PUB's public hearing of the (year/year) General Rate Application ("GRA") of The Manitoba Public Insurance Corporation ("MPI"), for the review and approval of base rates and premiums for universal compulsory driver and vehicle insurance to take effect on (month) (day), (year) ("(year) GRA").

AND WHEREAS the PUB-approved CSI Process requires any intervenor to the (year) GRA (and their respective legal counsel, representatives, employees, advisors, consultants, and assistants) wishing to access any document claimed by MPI to be confidential (until such time as the claim is withdrawn) or ordered by the PUB to be received from MPI, in confidence, pursuant to Rule 13 of the PUB's Rules of Practice and Procedure (the "Confidential Documents"), to execute and file with the PUB, a PUB-approved undertaking of confidentiality, as a condition of their access.

AND WHEREAS the PUB has approved the form and content of this undertaking (the "Undertaking").

AND WHEREAS the CSI Process does not require PUB staff members to give an Undertaking.

AND WHEREAS through its Order, the PUB approved the application for intervenor status of (name of intervenor) (the "Intervenor") to the (year) GRA.

AND WHEREAS, I am a (lawyer, representative, employee, advisor, consultant, assistant) for/of/to the Intervenor and may, in course of my duties, handle or review some or all of the Confidential Documents in order to permit the Intervenor to meaningfully participate in the (year) GRA.

NOW WHEREFORE I DO HEREBY UNDERTAKE AND AGREE TO DO THE FOLLOWING:

1. to use Confidential Information exclusively for and within the scope of the PUB-approved intervention of the Intervenor in the (year) GRA;
2. not to divulge Confidential Information to any person who is not a panel or staff member of the PUB, or to any other person who has not been authorized by the PUB to receive such information and who is required but has not executed and filed an Undertaking with the PUB;
3. not to reproduce, in any manner, the Confidential Information except where expressly permitted by the PUB to do so;
4. to take prudent, reasonable steps to keep confidential and to protect the Confidential Information from unauthorized disclosure;
5. to return to the PUB, at its request or direction, all Confidential Information, including notes and memoranda based on such information, or to destroy such documents and materials and to file with the PUB, a certificate of destruction at the end of the (year) GRA which, for the purposes of this paragraph, is deemed to end on the date on which the period for filing a motion

to review and vary or a motion for leave to appeal the PUB's final order in respect of the (year) GRA expires or, if a motion to review and vary or motion for leave to appeal is filed, upon issuance of a final decision by the PUB or the Court of competent jurisdiction from which no further review or appeal can or has been taken or within a reasonable time after the end of my participation in the (year) GRA;

6. with respect to Confidential Information in electronic media:
 - a. to promptly, at the end of the (year) GRA or within 10 days after the end of my participation in the (year) GRA, expunge all documents and materials containing Confidential Information, including notes, charts, memoranda, transcripts and submissions based on such Confidential Information, from all electronic apparatus and data storage media under my direction or control and file with the PUB Secretary a certificate of destruction in the form prescribed by the PUB pertaining to the expunged documents and materials; and
 - b. continue to abide by the terms of this Undertaking in relation to any such documents and materials to the extent that they subsist in any electronic apparatus and data storage media under my direction or control and cannot reasonably be expunged in a manner that ensures that they cannot be retrieved;
7. to observe any terms and conditions imposed by MPI or, where imposed, by the PUB, as they relate to the access, use and protection of the Confidential Information; and
8. to promptly report any violation of this Undertaking to the PUB.

I FURTHER UNDERSTAND AND AGREE THAT:

9. in this Undertaking the term "Confidential Information" means:
 - a. any information contained in the Confidential Document (including the Confidential Document itself);
 - b. any information that has been filed with the PUB by MPI that it claims is confidential; and
 - c. all evidence, transcripts, notes, working papers, calculations, analysis or other materials based on or using the Confidential Document or any information contained therein, that I receive, review or prepare (related materials) during the course of the (year) GRA or any appeal, review or rehearing of the PUB's decision in the proceeding for the purpose of participating in the (year) GRA or any appeal, review or rehearing from the PUB's decision in the proceeding,
10. the execution of this Undertaking is a condition of my being granted access to the Confidential Information;
11. this Undertaking must be filed with the PUB and a copy provided to MPI, prior to my receipt or review of any Confidential Information;

12. in the event that I breach this Undertaking, there may be consequences which could include, without limitation, the following:

- a. a denial or reduction of costs to, or a cost award against the Intervenor or me personally; and
- b. an immediate and absolute revocation of the right of the Intervenor and/or my right to receive and/or retain all or some of the Confidential Information, and

13. the obligations created herein shall not preclude my:

- a. using or disclosing the Confidential Information at a time when Confidential Information is generally available to the public, other than as a direct or indirect result of any disclosure by me which is prohibited hereunder; and
- b. disclosing the Confidential Information to the extent such disclosure is required by law, Court order or competent authority of any governmental body or professional discipline body, provided that, other than in respect of a mandated disclosure to the signatory's governing law society or legal professional liability insurer, the PUB and MPI are provided with notice promptly upon my becoming aware that such notice is required.

I, _____, give this Undertaking freely and voluntarily, knowing that it creates obligations which I am legally required to fulfill.

Signed and witnessed in the _____ of _____ in the _____ of _____, on this _____ day of _____, 20____.

Signature of Person Giving Undertaking

Signature of Witness

Address

Printed Name of Witness

Phone Number

Email Address

CERTIFICATE

I, _____ (recipient) of the _____ (city/town) of _____, in the _____ (province/state) of _____, certify that:

- 1) I had in my possession and under my direction and control records, reports, documents or information, or portions thereof, that were granted confidential treatment in the course of the 20____ General Rate Application (“Confidential Information”) by the Board pursuant Rule 13 of the Board’s Rules of Practice and Procedure, and had in my possession and under my direction and control evidence, transcripts, notes, working papers, calculations, analysis or other materials based on or using the Confidential Information that I received, reviewed or prepared (“related materials”).
- 2) I executed an undertaking in accordance with Procedural Order xxx/xx to have access to the Confidential Information and related materials (the “Undertaking”).
- 3) I have made no use of the Confidential Information or related materials except as permitted pursuant to the Undertaking.
- 4) I have not disclosed the Confidential Information or related materials in any manner except as permitted by the Undertaking.
- 5) I have expunged all electronic copies of the Confidential Information and related materials from all electronic apparatus and data storage media in my possession or under my direction and control.
- 6) I have delivered to MPI or have destroyed all paper copies of the Confidential Information and related materials in my possession or under my direction and control.

SIGNATURE WITNESSED BY ME THIS _____ DAY OF _____, 20____.

CERTIFIED BY ME THIS _____ DAY OF _____, 20____.

Signature of Witness (Notary Public)

Signature of Recipient

Printed Name of Witness