**Section 335.110 Form of Access**

a) Except as provided in subsections (b) and (c) of this Section, access to contracts filed pursuant to Section 9-102.1(a) of the Act shall be limited to inspection of the contracts in the offices of the Commission in Chicago or Springfield, provided that the employee or agent of the authorized agency has on file with the Commission a confidentiality agreement as provided in subsections (d) and (e) of this Section. During the inspection, no copies may be made of any contract filed under Section 9-102.1(a) of the Act.

b) An authorized agency, subject to providing a confidentiality agreement as provided in subsection (d) of this Section, shall be permitted to receive from the public utility one copy of the contract filed pursuant to Section 9-102.1(a) of the Act for review. This copy may be redacted to exclude the name, address and the service address(es) of the customer. The contract shall be provided to the authorized agency within five business days after the later of the effective date of the confidentiality agreement or the request of the authorized agency for such access. In addition, upon the request of the authorized agency, the public utility shall provide the redacted information to the authorized agency within five days after the request. This information shall be included as information obtained pursuant to the terms of the confidentiality agreement. The authorized agency shall be permitted to retain the contract as provided in Section 335.120. During any period of time while the contract is in the possession of the authorized agency, the contract shall be kept and maintained in accordance with the security procedures specified in Section 335.130. The authorized agency shall permit review of the contract in its possession only by individuals qualified to review such contracts in accordance with subsections (d) and (e) of this Section.

c) An individual employed by the authorized agency either on an independent or part-time basis ("independent contractor") qualified in accordance with the provisions of subsection (e) of this Section shall be permitted to receive from the authorized agency the authorized agency's copy of the contract filed pursuant to Section 9-102.1(a) of the Act for review at the independent contractor's premises. The contract provided for such review may be redacted to exclude the name, address and the service address(es) of the customer, and to the extent that the redacted information has been made available to the authorized agency pursuant to subsection (b) above, such information may be shared with the independent contractor, provided that the information remains protected under the confidentiality agreement. The independent contractor shall be permitted to retain the contract as provided in Section 335.120. During any period of time the contract is in the possession of the independent contractor, the contract shall be maintained in accordance with the security procedures specified in Section 335.130. The independent contractor shall permit review of the contract in its possession only by individuals qualified to review such contracts in accordance with subsections (d) and (e) of this Section.

d) A full-time employee of an authorized agency who is seeking access to any contract filed pursuant to Section 9-102.1(a) of the Act shall present to the public utility, for filing with the Chief Clerk of the Commission, a signed confidentiality agreement, as set forth in Appendix A, indicating that he/she is a full-time employee of the authorized agency and setting forth the employee's and authorized agency's agreement to maintain the confidential nature of the contract. Such confidentiality agreement shall extend to all information contained in the contract and any information redacted from the contract and subsequently provided by the public utility and shall limit the use of the contract or any included information for purposes of review for compliance with the Act. The form shall be signed by all the full-time employees who are to have access to the contract and shall also be signed by the executive director of the Citizens Utility Board, the Attorney General or his/her designee, or the Public Counsel or his/her designee, as appropriate.

e) In those instances in which the person who is seeking access to contracts is an independent contractor retained or employed by the authorized agency, the independent contractor shall present to the public utility, for filing with the Chief Clerk of the Commission, a signed confidentiality agreement, as set forth in Appendix B, indicating that he/she is an independent contractor employed or retained by the authorized agency and setting forth the independent contractor's agreement to maintain the confidential nature of the contract. Where the authorized agency's copy of the contract is to be provided to the independent contractor for use at his/her premises, the authorized agency shall provide notice of such action to the public utility. In addition to the requirements set forth in subsection (c), the confidentiality agreement shall require the independent contractor to certify that the independent contractor is not, and will not for a period of one year after the date the independent contractor's right to access to the contracts under the confidentiality agreement terminates, provide consulting or other services to a competitor of the public utility or to a customer of the public utility relating to negotiations for a contract for rates for utility services or that are otherwise related in subject matter or scope to the material issues in the contract for which access is sought. An officer of the public utility that filed the contract must sign the confidentiality agreement indicating the public utility's acquiescence to the independent contractor's access to the contract prior to such access being granted. The public utility shall have 10 business days to respond to the independent contractor's request for access to the contract.

f) Nothing in this Part shall preclude the public utility from seeking appropriate legal redress, including all costs, losses or damages, including attorneys fees, resulting directly or indirectly from disclosure or use of the terms of a contract filed under Section 9-102.1(a) of the Act or information related to such a contract, the disclosure or use of which is in violation of the terms of an agreement executed pursuant to this Section.