

PROPOSED AGDC CONFIDENTIALITY REGULATIONS

BP General Questions:

1. Why is December 1, 2015 selected as the date after which these proposed regulations would apply? Is there significance to that date?
2. Are these proposed regulations intended to limit AGDC's authority to enter into confidentiality agreements necessary to carry out its functions, as set forth in AS 31.25.090(f) and (g)?

BP Questions by Section

Confidentiality agreements section:

3. Are the restrictions under part (a) intended to apply to the Alaska LNG Confidentiality Agreement dated effective May 9, 2014?
4. Do the categories of confidential information under part (a) include commercially sensitive terms such as pricing, volumes, vendors, customers, operational or technical information, intellectual property, engineering designs, business methods, or contract negotiations? If so, should those categories be included under part (a)?
5. Under part (a) (3), why is the impact on commercial or competitive harm limited to these items only? Shouldn't that be an overriding principle for all of the categories listed here?
6. Under part (a) (5) why is this limited to strategies? Shouldn't it be broadly relating to pricing/marketing information?
7. The meaning and Intent of the language in part (b) is unclear. Does this mean a confidentiality agreement itself is not confidential? Or any "contract" as the language suggests?

Disclosure of the corporation's information section

8. Under part (b) why is this not the same as the confidentiality restrictions in part (a)? Is this more or less restrictive? What if the information is jointly owned by AGDC and a private firm?

Consideration of confidential information section

9. In part (a) there is information missing as to what regulations are being referred to. To what regulations do these refer to?
10. Is the language in part (b) limited to a disclosure of corporation information as described in subsection (a)? Or can this be read that the board can authorize disclosure of others' information?

Limits on and review of confidential information section

11. Part (a): Will AGDC abide by the confidentiality terms of any confidentiality agreement it enters into before or after December 1, 2015?

12. Part (a): How can AGDC presume information is not confidential if it is covered by a confidentiality agreement? What is meant by “clear indication”? A confidentiality agreement?

13. Part (a): Should the disclosing party to confidential information be notified first of any intended public disclosure, and an opportunity to object and/or take appropriate action to preserve confidentiality? Without this, doesn't that put AGDC in breach of a CA if it discloses confidential information?

14. In part (a) there is information missing as to what regulations are being referred to. To what regulations do these refer to?

15. Part (b): There is a reference to “applicable law.” What applicable law?

16. Part (b): In the committee's determination whether certain information is confidential, in addition to “applicable law” and the standards in (a), shouldn't this also include the terms of a confidentiality agreement between AGDC and a third party?

17. Part (b): Why would a decision about the confidentiality of someone else's information not require consultation with that party in advance? If this process is followed without such consultation, doesn't expose AGDC to a claim for breach?

18. Part (c): Will AGDC release confidential information without agreement or permission of the disclosing party to the confidential information?

Board action on contracts section

19. Will AGDC include confidential or sensitive commercial terms, e.g. pricing, vendors or customers, or volumes that may put AGDC at a competitive disadvantage vis-à-vis its competitors? Would a summary of non-confidential terms be sufficient to accomplish the stated objectives? Or confidential/sensitive commercial terms redacted?