

STATE OF MAINE

December 21, 2009

CONNECTME AUTHORITY

PROTECTIVE ORDER  
(Proprietary Business  
Information)

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Pursuant to 35-A M.R.S.A. § 9207(1) and Rule Chapter 101, § 4, the ConnectME Authority (Authority) may designate information as confidential to protect the legitimate competitive or proprietary interests of communications service providers and mobile communications service providers. The Authority may designate information as confidential only to the minimum extent necessary to protect such legitimate competitive or proprietary interests. Information designated as confidential is not a public record under 1 M.R.S.A. § 402(3).

The Authority is currently conducting a Broadband Mapping and Inventory Project with the services of a private contractor, James Sewall Company (Sewall). Sewall is required to obtain data from service providers (Provider) by the Authority and the National Telecommunications and Information Administration (NTIA) pursuant to the Broadband Data Improvement Act (BDIA) and the NTIA Notice of Funds Availability (NOFA). The NTIA requires that the Authority agree to comply with confidentiality requirements in section 106(h)(2) of the BDIA.

It is anticipated that providers submitting data to Sewall or the Authority may have a need to provide information considered to be confidential, in that the information provided may involve commercially sensitive and/or proprietary information regarding information that identifies (i) the location, type, and technical specifications of infrastructure owned, leased, or used by providers or (ii) explicitly identifies providers in relation to their specific service area or at a specific service location (collectively, the "Confidential Information"). The Authority has determined that such Confidential Information is generally not disclosed publicly, and that the public disclosure of such Confidential Information without restriction would cause competitive harm to the applicant or provider.

Accordingly, the following terms shall apply unless and until modified by the Authority or a court of competent jurisdiction:

1. Data submitted to Sewall or the Authority falling within the above definition of Confidential Information, as well as any data submitted to Sewall or the Authority pursuant to the Non-Disclosure Agreement set forth in Attachment A, (collectively, "Designated Confidential Information") shall be deemed to be competitively sensitive and/or proprietary in nature and such Designated Confidential Information shall be and remain exempt from public disclosure pursuant to the terms of this Protective Order and the articles referenced therein.

2. All Designated Confidential Information shall be and remain exempt from public disclosure pursuant to the terms of this Protective Order, unless removed from the coverage of this Protective Order as provided below or otherwise by a court of competent jurisdiction. No persons provided access to any Designated Confidential Information by reason of this Protective Order shall use such information for any purpose other than the purposes designated by the Authority. Every person provided access to Designated Confidential Information shall use his or her best efforts to keep the Designated Confidential Information secure and shall not publicly disclose it or accord public access to it to any person not authorized by the terms of this Protective Order.

3. Any person or the Authority may challenge the designation of any document or other information as Designated Confidential Information. The Authority will provide reasonable prior notice to the applicant or provider and an opportunity for hearing prior to ruling on any such challenge. In considering any such challenge, the usual burdens of proof and production shall apply and no additional presumption shall be given as a result of the prior acceptance by the Authority of material as Designated Confidential Information. In the event the Authority should rule over the objections of the person providing the Designated Confidential Information that any information should no longer be subject to the terms of this Protective Order, such information shall not be publicly disclosed until the later of five (5) business days after the Authority so orders or, if the person files within such five day period an appeal or request for stay of such order, the date upon which such appeal or request for stay is decided; provided, however, that said periods may be extended in accordance with any stay ordered by the Authority or a reviewing court. Upon the entry of a final unappealed decision by the Authority or a reviewing court granting public disclosure, the terms of this Protective Order shall cease to bind any person with respect to the information that the order granting disclosure shall have expressly and clearly removed from the coverage of this Protective Order.

4. Any person provided access to Designated Confidential Information shall review and be bound by the terms of this Protective Order. Prior to obtaining access to any Designated Confidential Information, such person shall sign an acknowledgment of his or her obligation to abide by the terms of this Protective Order in the Non-Disclosure Agreement (NDA) attached hereto as **Attachment A**.

5. Unless modified by the Authority or a court of competent jurisdiction, access to Designated Confidential Information shall be limited to Authority Staff, Sewall, any independent consultants or experts retained by the Authority, the National Telecommunications and Information Administration, and those designated persons, who have signed the NDA.

6. No copies of Designated Confidential Information shall be circulated to persons other than those authorized under paragraph 5 of this Protective Order. Persons authorized under paragraph 5 hereof also may take such notes as may be necessary. Such notes shall be treated as Designated Confidential Information.

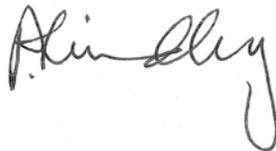
7. The restrictions upon, and obligations accruing to, persons who become subject to the terms of this Protective Order shall not apply to any Designated Confidential Information submitted in accordance with this Protective Order if the Authority rules, after reasonable notice to the applicant or provider and an opportunity for hearing, that such Designated Confidential Information was publicly known at the time it was furnished or has since become publicly known.

8. Where reference to Designated Confidential Information is required in any Authority document, such reference shall be by citation of title or attachment number only or by some other non-confidential description to the extent possible.

9. Designated Confidential Information furnished to the Authority pursuant to this Protective Order shall remain in the possession of the Authority, under seal, and subject to the terms of this Protective Order, until the Authority or a court of competent jurisdiction shall otherwise order.

10. The terms of this Protective Order may be modified on motion of any person or on the Authority's own motion upon reasonable prior notice to the applicant or provider and an opportunity for hearing.

BY ORDER OF THE CONNECTME AUTHORITY



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Phillip Lindley, Executive Director

**ATTACHMENT A**

[Non-Disclosure Agreement]