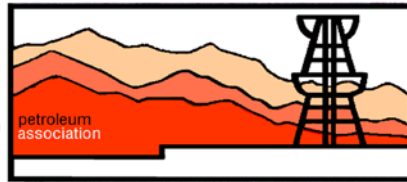


COLORADO



COLORADO  
OIL & GAS  
ASSOCIATION

February 24, 2012

Peter Gowen, Acting Hearing Manager  
Oil and Gas Conservation Commission  
1120 Lincoln Street, Suite 801  
Denver, Colorado 80203

Re: Docket No. 1203-GA-04

Dear Mr. Gowen:

On behalf of the Colorado Oil and Gas Association (COGA) and the Colorado Petroleum Association (CPA), please find attached to this letter proposed revisions to Form 35.

Both COGA and CPA appreciate the opportunity to participate in this hearing and look forward to working with you on this matter.

Please don't hesitate to contact us with any questions or concerns.

Sincerely,

\_\_\_\_\_/s/\_\_\_\_\_  
Andrew Casper  
Regulatory Counsel  
Colorado Oil & Gas Association  
1660 Lincoln Street, Suite 2710  
Denver, CO. 80264

\_\_\_\_\_/s/\_\_\_\_\_  
John Paul Seman, Jr.  
1660 Lincoln Street, Suite 1460  
Denver, CO. 80264

Attorney for Colorado Petroleum Association

**Cc: [COGCC.Hearings.Unit@state.co.us](mailto:COGCC.Hearings.Unit@state.co.us)**

## CONFIDENTIALITY AGREEMENT

1. This CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by and between \_\_\_\_\_ ("~~Recipient~~Health Professional"), and [vendor, service provider or operator] ("Custodian"). ~~Health Professional~~Recipient and Professional and Custodian may also be referred to individually as "Party" or collectively as "Parties." ~~Capitalized~~Capitalized terms used herein and not defined shall have the meaning ascribed to them in the ~~the~~ Rules of Practice and Procedure before the Colorado Oil and Gas Conservation Commission ("COGCC" and "COGCC Rules").

~~2. The Parties acknowledge that, under the Rules of Practice and Procedure before the Colorado Oil and Gas Conservation Commission ("COGCC" and "COGCC Rules.")~~

~~2. As permitted under the COGCC Rules, Custodian~~ has claimed~~claims~~ that the specific identity of a chemical, the concentration of a chemical or both the specific identity and the concentration of a chemical is/are claimed to a Trade Secret ÷

3. In accordance with the COGCC Rules:

a) a) Health Professional has requested in writing and provided to Custodian a written statement of need (as described in the COGCC Rules) for the specific ~~A vendor, service provider or operator may claim that the~~ identity of chemicals and the concentration thereof used in their operations ("Trade Secret Information") qualify as a "Trade Secret" under the COGCC Rules; or

~~b) Vendors, service providers and operators are not required to publically disclose Trade Secret Information. However, under the COGCC Rules, vendors, service providers and operators are required, under certain circumstances, to provide Trade Secret Information to health professionals who request such information. A health professional must request such information in writing, must provide a written statement of need for such information and a written confidentiality agreement; and~~

~~e)a) Upon Where a health~~ Health Professional ~~professional had~~ determination esd that a medical emergency exists and the Trade Secret Information is necessary for emergency medical treatment, ~~and the Custodian the vendor, service provider or operator shall immediately had~~ disclosed Trade Secret Information to ~~that H~~ health P professional upon a verbal acknowledgement by ~~the H~~ health P professional that such information will not be used for purposes other than the health needs asserted, and that the H health P professional shall otherwise maintain the information as confidential. ~~Vendors, service providers and operators may~~ Custodian ~~has~~ requested a written statement of need, and a confidentiality agreement as soon as circumstances permit from all health professionals to whom Trade Secret Information was disclosed in an emergency situation.

~~3.4. Identification of Trade Secret Information.~~ Any Trade Secret Information provided to ~~Health Professional~~Recipient by Professional by Custodian in tangible form that is intended to be Trade Secret Information shall be labeled "CONFIDENTIAL" or "TRADE SECRET" or "PROPRIETARY" or bear a similar written legend. Any Trade Secret Information

provided to ~~Health Professional~~ Recipient by Professional by Custodian orally or visually that is intended to be Trade Secret Information shall be identified as confidential, trade secret or proprietary by verbal notice at the time such information is provided.

4.5. Nondisclosure of Trade Secret Information. ~~Health Professional~~ Recipient agrees ~~Professional agrees~~ to hold confidential all Trade Secret Information provided by the Custodian and not to make use of it for purposes other than medical diagnosis, treatment, or other health needs asserted in the statement of need.

5.6. Nothing in this Agreement shall prohibit ~~Health Professional~~ Recipient ~~from Professional from~~ disclosing Trade Secret Information obtained from Custodian if ~~Health Professional~~ Recipient can ~~Professional can~~ document that: a) the information was not identified as Trade Secret Information as provided in paragraph 3 of this Agreement; or b) ~~Health Professional~~ Recipient is ~~Professionalism~~ required by law to disclose such information pursuant to a court order or government agency order.

6.7. Notice. If ~~Health Professional~~ Recipient receives ~~Professional receives~~ notice that it may become legally required to disclose any Trade Secret Information, ~~Health Professional~~ Recipient shall ~~Professional shall~~ provide Custodian with prompt notice of any proceedings reasonably calculated to require such disclosure. Custodian may, if it desires and at its own expense, intervene or seek a protective order preventing the disclosure of such Trade Secret Information. In the event disclosure is required by court order of government agency order, ~~Health Professional~~ Recipient shall disclose only that portion of the Trade Secret Information which ~~Health Professional~~ Recipient is advised by ~~Health Professional's~~ Recipient's ~~counsel~~ Professional's counsel is legally required to be disclosed.

7.8. Entire Agreement. The Parties acknowledge and agree that this Agreement embraces the entire Agreement between the Parties relating to the subject matter hereof.

9. Nonexclusive Remedies. Receiving Party acknowledges Disclosing Party's right to seek redress at both law and equity (including, for example, injunctive relief) in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached.

8.10. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

9.11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date noted below.

Date: \_\_\_\_\_

CUSTODIAN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

HEALTH PROFESSIONAL

By: \_\_\_\_\_

Name: \_\_\_\_\_