

**CONFIDENTIAL INFORMATION DISCLOSURE AND LIMITED USE  
AGREEMENT**

THIS AGREEMENT is between The Texas Commission on Environmental Quality (hereinafter "Agency"), a state agency established under the laws of the State of Texas, and the Honorable Eliot Shapleigh, State Senator, Texas Senate, 29<sup>th</sup> Senatorial District (hereinafter "RECIPIENT");

*MRV*

*Edwardo Hagan; David Edmonson,  
employees of  
State District  
29*

WHEREAS, the Agency is a governmental body subject to the Public Information Act;

WHEREAS, RECIPIENT has requested access to public information for a legislative purpose pursuant to *Texas Government Code* §552.008;

WHEREAS, this information includes information that is confidential by law or excepted from required disclosure under *Texas Government Code* § 552.101, Information Confidential by Law; § 552.107, information within the Attorney Client Privilege; § 552.111, Agency Memoranda; § 552.111, Attorney Work Product; and § 52.116, Audit Working Papers;

WHEREAS, the Agency has in its possession information responsive to RECIPIENT's request that is confidential or excepted from disclosure under these provisions and is not public knowledge;

WHEREAS, the Agency does not waive or affect the confidentiality of confidential information or waive the right to assert exceptions to required disclosure of the excepted information in the future;

NOW, THEREFORE, the parties agree as follows:

I.

CONFIDENTIAL INFORMATION, as used in this Agreement, is information that is confidential by law or excepted from required disclosure under *Texas Government Code* §§ 552.001 *et seq.* which is provided by Agency to RECIPIENT for his review, and which is transmitted in writing and clearly marked "Confidential".

II.

RECIPIENT represents that the information is sought exclusively for legislative purposes, and RECIPIENT acknowledges that the Agency does not waive any right to assert exceptions to required public disclosure of the information.

*MRV*

III.

RECIPIENT agrees to hold in confidence any and all CONFIDENTIAL INFORMATION disclosed, and further agrees not to disclose CONFIDENTIAL INFORMATION to any other person or third party or to use CONFIDENTIAL INFORMATION, except as permitted pursuant to this Agreement or with written permission from the Agency. RECIPIENT agrees his access to the CONFIDENTIAL INFORMATION will be limited to his viewing and the documents will remain in possession of the Agency. RECIPIENT further agrees he will not take notes or make copies of the CONFIDENTIAL INFORMATION provided for his viewing.

*MPU*  
*l* includes employees whose names appear on page 1 hereof. *Recipient*

IV.

RECIPIENT acknowledges that, under the Texas Public Information Act, specifically Texas Government Code Section 552.352 "An officer or an employee of a governmental body who obtains access to confidential information under Section 552.008 (information provided for legislative purposes) commits an offense if the officer or employee knowingly: (1) uses the confidential information for a purpose other than the purpose for which the information was received or for a purpose unrelated to the law that permitted the officer or employee to obtain access to the information, including solicitation of political contributions or solicitation of clients; (2) permits inspection of the confidential information by a person who is not authorized to receive the information; or (3) discloses the confidential information to a person who is not authorized to receive the information." RECIPIENT also acknowledges that such an offense constitutes official misconduct under the Texas Government Code Section 552.352.

V.

Nothing in this Agreement shall be interpreted as placing any obligation of confidentiality and nonuse on RECIPIENT with respect to any of the CONFIDENTIAL INFORMATION that:

A. can be demonstrated to have been in the public domain as of the effective date of this Agreement or comes into the public domain during the term of this Agreement through no fault of RECIPIENT;

B. can be demonstrated to have been known to RECIPIENT prior to execution of this Agreement and was not acquired, directly or indirectly, from the Agency or from a third party under a continuing obligation of confidentiality or limited use;

C. can be demonstrated to have been rightfully received by RECIPIENT after disclosure under this Agreement from a third party who did not require RECIPIENT to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from the Agency under a continuing obligation of confidentiality;

D. can be demonstrated to have been independently developed by personnel of RECIPIENT who had no substantive knowledge of the disclosing party's information; or

E. is required to be disclosed pursuant to law or court order.

VI.

The points of contact for transmitting and receiving CONFIDENTIAL INFORMATION under this Agreement are:

in the case of the Agency

David Timberger, Lead Attorney  
Personnel and Ethics, General Law Division  
Texas Commission on Environmental Quality

in the case of RECIPIENT:

State Senator Eliot Shapleigh  
Texas Senate  
PO Box 12068  
Austin, TX 78711

Notices and other contractual matters under this Agreement shall be sent in the case of the Agency to:

David Timberger, Lead Attorney  
Personnel and Ethics, General Law Division  
Texas Commission on Environmental Quality

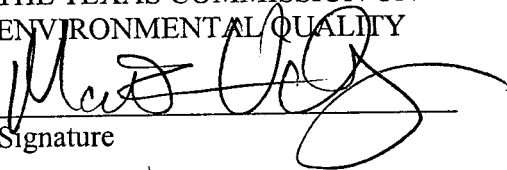
And in the case of RECIPIENT to:

State Representative Eliot Shapleigh

VII.


The validity and interpretation of this Agreement, and legal relations of the parties to it, shall be governed by the laws of the State of Texas.

THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY


  
Signature

Date: 4-30-08

THE HONORABLE ELIOT SHAPLEIGH

  
Signature

Date: 4.30.08

No documents were retained by Senator Shapleigh or his staff. 

David Sif 4/30/08