**Section 335.120 Scope and Duration of Access**

a) An agreement authorizing access to a contract subject to this Part shall be effective for only that contract. The access so granted shall be valid for the earliest of:

1) one year from the effective date of any such agreement; or

2) the date on which the employment or consulting contract with the authorized agency of the person so granted access is terminated; or

3) the date on which the public utility terminates the access of the person for cause in accordance with Section 335.140.

b) The confidentiality requirements stated in an agreement authorizing access to the contract subject to this Part shall permanently remain in effect unless, until, and to the extent that, the information contained in the contract becomes part of the public domain otherwise than through a breach of the confidentiality agreement by a party authorized to have access to the contract pursuant to this Part.

c) Subject to the effectiveness of a valid confidentiality agreement and compliance with the provisions of this Part, the authorized agency shall be permitted to retain the contract for a period of 90 days from the date on which the public utility provides the contract to the authorized agency ("retention period"). The authorized agency may request and obtain one extension for an additional 90 day period by notifying the public utility and requesting the extension, subject to a valid confidentiality agreement and the other provisions of this Part. At the termination of the retention period and any extension, the contract shall be returned to the public utility that provided the contract.

d) After the retention period and any extension, an authorized agency shall, upon request, be granted one additional 90 day period to have the contract at its premises, at any time during the duration of the contract, subject to a valid confidentiality agreement and subject to all the restrictions as set forth in this Part.

e) Access to the contract subject to this Part shall be permitted at any time during the term of the contract in the offices of the Commission in Chicago and Springfield, subject to a valid confidentiality agreement and all the provisions of this Part.