

NONDISCLOSURE AGREEMENT

Applicable to Request for Distribution Infrastructure and Load Analysis

THIS NONDISCLOSURE AGREEMENT (“Agreement”), entered into and made effective as of the ____ day of ____, 2018 (the “Effective Date”), is by and between Northern States Power Company, a Minnesota corporation with its principal place of business at 414 Nicollet Mall, Minneapolis, Minnesota 55401 (“*Xcel Energy*”) and _____ (“*Requesting Party*”). Both parties are herein referred to individually as a “Party,” and collectively as the “Parties.”

Xcel Energy may disclose information to *Requesting Party* in response to *Requesting Party*’s request(s) for distribution infrastructure and load analyses on a per-feeder basis. All such material or information disclosed in response to *Requesting Party*’s request(s) consists of information designated and deemed to be non-public security and infrastructure data (Minn. Stat. § 13.37(1)(a)), trade secret data (Minn. Stat. § 13.37(1)(b)), and confidential by *Xcel Energy* (this material or information will be collectively referred to herein as the “Trade Secret Material”).

The *Requesting Party* intends to use the Trade Secret Material to determine whether to pursue, or to continue pursuing, an application with *Xcel Energy* for a community solar garden under *Xcel Energy*’s Solar*Rewards Community program (“*Purpose*”).

In consideration of these premises and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. The Trade Secret Material disclosed by *Xcel Energy* to *Requesting Party*, shall be kept confidential pursuant to this Agreement, and shall be treated by *Requesting Party* as constituting non-public, trade secret, proprietary and confidential information and shall only be used for the *Purpose* identified above and then only in a manner consistent with this Agreement. *Requesting Party* agrees to limit access to the Trade Secret Material to the *Requesting Party*’s directors, officers, employees, consultants or attorneys (“*Agents*”) who have executed a *Requesting Party* Acknowledgment and Agreement, in the form attached hereto as Exhibit A.
2. *Requesting Party* agrees to maintain Trade Secret Material within the United States of America consistent with the terms, conditions and protections of this Agreement. In the event *Requesting Party* desires to disclose Trade Secret Material to entities or persons outside the United States of America or to foreign nationals without green cards residing in the United States of America, it must obtain specific, prior written consent from *Xcel Energy*.
3. Notwithstanding anything herein to the contrary, *Requesting Party* may disclose the Trade Secret Material in the event *Requesting Party* becomes legally compelled or required to disclose the Trade Secret Material to any court, administrative agency, or other governmental or regulatory authority, provided that *Requesting Party* shall give *Xcel Energy* prompt notice so that *Xcel Energy* may at its own expense seek a protective order or other appropriate remedy prior to disclosure and/or waive compliance with this Agreement.
4. *Requesting Party* shall be responsible for controlling access to the Trade Secret Material that *Xcel Energy* discloses to it.

5. Neither *Requesting Party* nor any other person who may become authorized or who otherwise may gain access to the Trade Secret Material shall copy or duplicate it in any way, in whole or in part, except to the extent necessary for reasonable use with respect to the *Purpose*.
6. Trade Secret Material shall be maintained in a secure location accessible only to individuals authorized by this Agreement to review the Trade Secret Material. No entity or person granted access to the Trade Secret Material may use or share the Trade Secret Material for the use or benefit of anyone other than the *Requesting Party*.
7. To the extent that reference is made to any Trade Secret Material by *Requesting Party* or persons afforded access thereto during any aspect of a proceeding before the Minnesota Public Utilities Commission (“MPUC”) or other tribunal, including but not limited to comments, motions, briefs, arguments, direct testimony, cross-examination, rebuttal, or proposed offerings of proof, any public reference to such Trade Secret Material shall either be solely by title or its exhibit reference, or in such a manner as to assure confidentiality and compliance with this Agreement and relevant Minnesota Statutes, including but not limited to the Data Practices Act, MPUC rules and policy. *Requesting Party* furthermore agrees to comply with all MPUC rules and policy pertaining to the protection of non-public, protected and trade secret information, including any applicable protective orders entered in any such proceeding.
8. *Requesting Party* agrees that all persons receive access to the Trade Secret Material shall only use the Trade Secret Material for the *Purpose* identified above. *Requesting Party* agrees to take all reasonable steps to protect the confidential and trade secret nature of the Trade Secret Material.
9. Trade Secret Material shall remain the sole property of *Xcel Energy*. One year from the Effective Date, the Trade Secret Material shall be destroyed or returned to *Xcel Energy*. *Requesting Party* shall certify and confirm in writing that all such Trade Secret Material has either been destroyed or returned to *Xcel Energy*.
10. *Requesting Party* agrees that the failure of *Requesting Party*, or any other person authorized by *Requesting Party* to review the Trade Secret Material, to comply with the terms of this Agreement shall be cause for *Xcel Energy* to (a) seek injunctive relief or a protective order to enforce the Agreement, in which event *Requesting Party* agrees that there is not an adequate remedy at law for any breach of this Agreement, and therefore that *Xcel Energy* shall be entitled to specific performance and injunctive relief restraining any breach of this Agreement in addition to any other rights or remedies which *Xcel Energy* may have; (b) seek such other damages or remedies as may be available before the Commission or in any court; and (c) provide trade secret information to *Requesting Party* in the future only upon terms which provide additional assurances to *Xcel Energy* that such trade secret information will not be improperly disclosed.
11. This Agreement and the rights and obligations hereunder, may not be assigned or delegated by *Requesting Party*. Any assignment or delegation in violation of this provision shall be void.
12. This Agreement shall be governed, construed and interpreted by and otherwise enforced in accordance with the laws and substantive laws of the State of Minnesota without regard to conflicts of laws principles.

13. The undersigned has authority to enter into and bind each party to this Agreement. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all which shall constitute one and the same document.
14. A manually signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

Northern States Power Company:

By: _____

Printed Name: _____

Title: _____

Requesting Party: _____

By: _____

Printed Name: _____

Title: _____

Phone: _____

E-mail: _____

Exhibit A:

Requesting Party Acknowledgement and Agreement

I have reviewed the Nondisclosure Agreement Applicable to Request for Distribution Infrastructure and Load Analysis between *Xcel Energy* and _____ dated _____. I hereby acknowledge and agree that I will be bound by the terms of the aforementioned Agreement.

By: _____

Printed/Typed Name: _____

Entity Name: _____

Title: _____

If not Requesting Party director, officer or employee, relationship to Requesting Party (e.g., employee, consultant or attorney):

Telephone: _____

E-mail: _____