



**UNILATERAL CONFIDENTIALITY AGREEMENT
FOR ENGINEERING STUDIES**

This Unilateral Confidentiality Agreement for Engineering Studies (the “Agreement”) is effective as of [Insert Effective Date, e.g. day and month] (the “Effective Date”) by and between Northern States Power Company, a Minnesota corporation doing business as “Xcel Energy” and having its principal place of business at 414 Nicollet Mall, Minneapolis, MN 55401, (hereinafter referred to as “Xcel Energy”), and [Insert legal entity name] a [State of Formation][type of entity, e.g. corporation, L.L.C.] (hereinafter referred to as “Requesting Party”).

WITNESSETH:

WHEREAS, the Requesting Party has asked to inspect certain information in engineering studies related to the applications submitted by Requesting Party as part of Xcel Energy’s Solar*Rewards Community program specially for Requesting Party’s Solar*Rewards Community applications set out in Exhibit A ; and,

WHEREAS, the Requesting Party may also submit questions to Xcel Energy related to the Studies; and,

WHEREAS, certain information in the Studies and Xcel Energy’s responses to Requesting Party’s questions consists of information deemed and designated to be non-public security and infrastructure data (Minn. Stat. § 13.37(1)(a)), trade secret data (Minn. Stat. § 13.37(1)(6)), and also deemed and designated to be confidential by Xcel Energy; and,

WHEREAS, this material or information, and any and all information prepared by Requesting Party and derived from this material or information, will be collectively referred to herein as the “Trade Secret Material;” and,

WHEREAS, the Requesting Party intends to use the Trade Secret Material to determine whether to pursue, or to continue pursuing in whole or in part, one or more application(s) with Xcel Energy for a community solar garden under Xcel Energy’s Solar*Rewards Community program (“Purpose”); and,

WHEREAS, Xcel Energy has agreed to provide the requested Trade Secret Material and the Requesting Party has agreed to accept the Trade Secret Material under the terms set forth below.

NOW, THEREFORE, the Requesting Party agrees as follows:

1. Trade Secret Material includes, but is not limited to, all visual, oral, written, graphical and electronic information, disclosed by Xcel Energy to the Requesting Party related to the Purpose.
2. Trade Secret Material is not information which:
 - (a) now is or becomes generally known to the public through no fault of Requesting Party; or
 - (b) is proven to have been in the Requesting Party’ possession prior to Xcel Energy’s disclosure; or
 - (c) is received by Requesting Party from a third party not under an obligation of confidentiality.
3. To the extent that Xcel Energy determines that the Studies include Critical Energy/Electric Infrastructure Information as defined by the Federal Energy Regulatory Administration, such information will be redacted.
4. Requesting Party understands and agrees that retail customer confidential information will be redacted.
5. The term of this Agreement is one year from the Effective Date.



6. Upon termination of this Agreement, Requesting Party must confirm destruction of all Trade Secret Material in writing to Xcel Energy.
7. Requesting Party agrees to use Trade Secret Material only for the Purpose and only to its employees or consultants with a need to know such Trade Secret Material and who are bound by confidentiality requirements to protect such information.
8. Requesting Party agrees to abide by all export control laws of the United States of America, and maintain Trade Secret Material within the United States of America consistent with the terms of this Agreement. Requesting Party must not 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.
9. If Requesting Party receives a request for Trade Secret Material by a court order or other legal process to reveal Trade Secret Material, Recipient will promptly notify Xcel Energy (a) by calling Xcel Energy's Enterprise Security at (612) 330-7842, (b) and by transmitting an e-mail follow-up to such oral notice to the Xcel Energy contacts below no later than twenty-four (24) hours thereafter, so that Xcel Energy, at its sole expense, may take action to limit disclosure of the Trade Secret Material, including a protective order, as appropriate. Recipient will cooperate with Xcel Energy to protect the Trade Secret Material in a lawful manner.
10. 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 ensure confidentiality and compliance with this Agreement and relevant Minnesota Statutes, including but not limited to the Minnesota Data Practices Act and MPUC rules and policies. Requesting Party furthermore agrees to comply with all MPUC rules and policies pertaining to the protection of non-public, protected and trade secret information, including any applicable protective orders entered in any MPUC proceeding.
11. Requesting Party must retain Trade Secret Material in a secure place with access limited to only such of Requesting Party's employees who need to know such information for the Purpose.
12. Requesting Party agrees that in the event of violation or threatened violation of this Agreement, without limiting the rights and remedies of Xcel Energy to seek direct damages, a temporary restraining order and/or an injunction to enjoin disclosure of Trade Secret Material may be sought against Requesting Party.
13. Requesting Party shall inform Xcel Energy prior to any public meeting or after inquiries by public media relating to this Agreement, its subject matter, or the Purpose. Requesting Party agree not to issue press releases or otherwise invite public discourse relating to the Agreement and shall take all precautions allowed by law to protect the Trade Secret Material.
14. This Agreement is governed by Minnesota laws and any action brought with respect to this Agreement must be brought in the appropriate court in Minneapolis, Minnesota.
15. The provisions of this Agreement are to be considered as severable. In the event that any provision is held to be invalid or unenforceable, Requesting Party agrees that the remaining provisions will remain in full force and effect.



- 16. Failure by Xcel Energy to enforce or exercise any provision, right or option contained in this Agreement will not be construed as a present or future waiver of such provision, right or option.
- 17. Requesting Party agrees that this Agreement represents the entire understanding between the Parties, and the terms and conditions of this Agreement supersede the terms of any prior agreements or understandings, express or implied, written or oral.
- 18. This Agreement may not be amended except in written form signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

REQUESTING PARTY:

[INSERT LEGAL NAME OF REQUESTING PARTY]

Signature of Authorized Individual:	
Printed Name:	
Title:	
Address:	
Phone:	
E-mail:	

Northern States Power Company Contacts:

Solar Garden Team E-mail:	SRCMN@xcelenergy.com
Engineering Team E-mail:	DER_IntegrationMN@xcelenergy.com



EXHIBIT A

Requesting Party's Solar Garden Community Subsidiaries.

Solar Garden Community Number	Name of Solar Garden Entity (LLC Name)	Location	Notes

This Exhibit may be updated to include additional solar garden subsidiaries of Requesting Party with notice to Xcel Energy.