



Transmission Information Request

Application Package

NSPI offers a package of basic information on its transmission system on request under terms of a Confidentiality Agreement. The Transmission System Information Package is suitable for parties interested in interconnection to the NSPI transmission system. This data is not intended to provide all of the information needed to perform a full System Impact Study, which must be conducted under the guidance of NSPI.

The Transmission System Information Package contains the following information:

- A geographical map of NS showing the location (and line designation) of all transmission lines (69kV and above), with the location of all transmission and major distribution substations (labeled by Station Code). The map is colour-coded by transmission voltage, and shows major roads in NS.
- A simplified electrical one-line diagram of the NSPI transmission system.
- A list of all transmission substations, sorted by Station Code, with the following information for each substation:
 - Station Code
 - Common Name
 - Location
 - Loss factors for four blocks of generation (10 MW, 20 MW, 30 MW or 50 MW). Loss factors reflect the impact on overall system losses by placing a generation plant of the specified size at the specific location on the transmission system. These factors represent the current system configuration and will be confirmed in the full System Impact Study. There is no attempt to confirm whether a generator of the specified size can be installed at that location without system upgrades.
 - Short Circuit Level and X/R Ratio. This data is an indication of the system strength at the specified substation. This information can be used for a number of purposes, for example the determination of the level of voltage flicker that will likely be introduced based on the type of generation technology used.

Unless otherwise specified, the Transmission System Information Package will be delivered via e-mail attachment (700 kilobytes) when the attached Application and an executed (signed) Confidentiality Agreement have been received. The PDF files can be printed, searched, and magnified using the Adobe Acrobat Reader, which is available for free from: <http://www.adobe.com/products/acrobat/readstep2.html>

Application for Transmission System Information Package

The Transmission System Information Package will be provided to interested parties who agree to hold this information in confidence by executing the attached Confidentiality Agreement and completing this Application Form. Both documents should be sent by fax, and originals mailed to:

Alison Gillan
Manager, Open Access Transmission
Nova Scotia Power Inc.
P.O. Box 910
Halifax, NS B3J 2W5

Fax: (902) 428-7799

Please print clearly:

Name:

Company/Affiliation:

Postal Address:

(Number, Street)

**(City, Province,
Postal Code)**

E-mail address:

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT has an Effective Date of the _____ day of _____, A.D., 2010, and is by and between Nova Scotia Power Incorporated (“Nova Scotia Power”) and _____ (the “Recipient”).

WHEREAS, the Recipient seeks information about the Nova Scotia Power Transmission System to assess the feasibility of interconnecting new generating facilities with said Transmission System;

AND WHEREAS, during the course of their discussion in connection with same, Nova Scotia Power may periodically disclose to the Recipient certain proprietary and confidential technical information related to its business (“Confidential Information”);

NOW, THEREFORE, it is agreed as follows:

1. The Recipient hereby agrees to keep in strictest confidence and not use on behalf of or disclose to any third party any Confidential Information disclosed to the Recipient during the course of the business relations and as provided in this Agreement. Such Confidential Information may be disclosed only to such employees of the Recipient who reasonably require access to such information for the purpose for which it was disclosed and who have written secrecy obligations to the Recipient.
2. The Recipient hereby recognizes as the exclusive property of Nova Scotia Power all Confidential Information disclosed to the Recipient. Nova Scotia Power shall advise the Recipient orally or in writing whether any information being disclosed to it is Confidential Information. To the extent possible, all Confidential Information which is subject to the terms and conditions of the Agreement shall be marked as "CONFIDENTIAL". Confidential Information communicated orally by Nova Scotia Power to the Recipient shall be confirmed in writing within thirty (30) days of disclosure.
3. The obligations set forth in Paragraphs 1 and 2 above shall not in any way restrict or impair the right of the Recipient to disclose and use the following:
 - (a) information which, at the time of disclosure, is published or is otherwise in the public domain;
 - (b) information which after disclosure to the Recipient becomes part of the public domain otherwise than through a breach of the Agreement by the Recipient;
 - (c) information which was known to the Recipient prior to receipt from Nova Scotia Power, provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure;
 - (d) information which becomes known to the Recipient from a source without any restrictions on use and disclosure otherwise than through a breach of this Agreement;
 - (e) information developed by the Recipient independently of any Confidential Information received under this Agreement, as demonstrable by the Recipient; or

- (f) information required to be disclosed by lawful order of a court or regulatory agency having jurisdiction.
4. If the Recipient is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Recipient shall promptly notify Nova Scotia Power of such request or requirement so that Nova Scotia Power may seek an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient is compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law and, in connection with such compelled disclosure, the Recipient shall use their reasonable efforts to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed.
 5. Upon request, the Recipient shall promptly deliver any and all material, information and documents, in whatever form, without retaining any copies or excerpts, which contain or relate to the Confidential Information, whether or not made or compiled by the Recipient or furnished to the Recipient.
 6. No right or license whatsoever, either expressed or implied, is granted to the Recipient pursuant to this Agreement under any patent, patent application, copyright, trademark, or other proprietary right owned or controlled by Nova Scotia Power.
 7. The Recipient acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Recipient and Nova Scotia Power will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by the Recipient but will be in addition to all other remedies available at law or in equity to Nova Scotia Power.
 8. Nova Scotia Power does not make any representation or warranty (express or implied) as to the accuracy or completeness of any Confidential Information provided by it hereunder and both parties agree to assume full responsibility for all conclusions derived from the review of the Confidential Information. Nothing contained in this Agreement nor the conveying of Confidential Information hereunder shall be construed as granting or conferring any rights by license or otherwise in any intellectual property.
 9. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
 10. If for any reason any provision of this Agreement is found to be unenforceable, such provision and the remainder of this Agreement shall be enforced to the extent permitted by law.
 11. Unless otherwise agreed to in writing, the Recipient shall maintain the secrecy of Confidential Information under Paragraph 2 of this Agreement for a period of three (3) years from the date of disclosure hereunder.
 12. The provisions of this Agreement shall be governed by the laws of the Province of Nova Scotia.
 13. This Agreement shall terminate two (2) years from the Effective Date unless earlier terminated by Nova Scotia Power giving thirty (30) days written notice. Termination,

however, shall not affect the period during which the Recipient shall maintain Confidential Information secret, which is governed by Paragraph 11 above.

14. This Agreement contains the sole and entire agreement between the parties on this subject, and any representation, promise, or condition not contained in this Agreement shall not be binding on either party unless set forth in a subsequent written agreement signed by an authorized representative of the party to be bound.
15. All parties hereto agree that the reproduction of signatures by way of telecopying device will be treated as though such reproductions were executed originals, and the Recipient agrees to provide Nova Scotia Power with an original (bearing original signatures) as soon as reasonably practical.
16. The address for notice of each of the parties hereto will be as follows:

Nova Scotia Power Incorporated
1894 Barrington Street
P.O. Box 910
Halifax, Nova Scotia
B3J 2W5
Attention: Corporate Secretary

The undersigned have executed this Agreement as of the date written below.

(Recipient)

Per: _____

Per: _____

Date: _____