

**Nova Scotia Power, Inc.**  
**Transmission Information Request**  
**2018 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 county borders.
- A simplified electrical one-line diagram of the NSPI transmission system (2017).
- A list of all transmission substations (excluding 345kV), sorted by voltage, then Station Code, with the following information for each substation:
  - Station Code
  - Common Name
  - Location
  - Loss factors for 11 blocks of generation (10 MW to 110 MW in 10 MW steps). 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. Blocks greater than 60 MW are not shown for 69kV substations
  - 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 email to [NPSOAdmin@nspower.ca](mailto:NPSOAdmin@nspower.ca)

**and originals mailed to:**

Dave Kelly  
Manager, Open Access Transmission  
Nova Scotia Power Inc.  
5 Long Lake Drive  
Halifax, NS B3S 1N8

*Please print clearly:*

**Name:** \_\_\_\_\_

**Company/Affiliation:** \_\_\_\_\_

**Postal Address:**  
**(Number, Street)** \_\_\_\_\_

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

**E-mail address:** \_\_\_\_\_

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and entered into this [REDACTED] day of [REDACTED], 2018, between Nova Scotia Power Incorporated (“NSPI”) a company organized under the laws of the Province of Nova Scotia and [REDACTED] (the “Recipient”) a company organized under the laws of the Province of [REDACTED].

### WHEREAS:

1. NSPI and the Company are entering into this agreement whereby the Company is assessing the feasibility of connecting generating facility(ies) to the transmission and distribution system in Nova Scotia (the “Transaction”).
2. In connection with the Transaction, Recipient will be receiving, reviewing, and analyzing Confidential Information as defined herein.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** In this Agreement the following terms have the following meanings:
  - (a) “Business Day” means every day except Saturday, Sunday and statutory holidays in the Province of Nova Scotia.
  - (b) “Confidential Information” means all information, regardless of the form in which it is communicated or maintained and prepared by NSPI or otherwise, that is disclosed, directly or indirectly, to the Recipient or its Representatives in connection with the Transaction including, but not limited to the following: all reports analyses, notes, memoranda, contracts, commercial arrangements, intellectual property, trade secrets, corporate strategies, business plans or other information that are based on, contain or reflect any such Confidential Information.
  - (c) “Representatives” means any of the Recipient’s consultants, subcontractors and agents.
2. **Non Disclosure and Use of Confidential Information.** The Recipient 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 Transaction as provided in this Agreement. The Confidential Information shall not be used by the Recipient or its Representatives for any purpose other than in connection with the Transaction. It is understood as follows:
  - (a) Representatives will be informed by the Recipient of the confidential nature of the Confidential Information. The Recipient shall require the Representatives to adhere to the terms of this Agreement.

(b) In any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives;

(c) The Recipient shall not use, reveal, release, disclose or divulge the Confidential Information in any form whatsoever to any person or publish in any manner whatsoever, other than as permitted hereby, unless it has the prior written consent of the NSPI. The Recipient shall safeguard the Confidential Information from unauthorized disclosure. The term “person” will be interpreted broadly to include any corporation, partnership, individual or governmental authority.

(d) Any information furnished to the Recipient or its Representatives by a director, officer, employee, stockholder, partner, co-venturer, consultant, agent, or representative of NSPI will be deemed furnished by NSPI for the purpose of this Agreement.

3. **Permitted Disclosure.** 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 information:

(a) information that is publicly available at the time of disclosure or becomes publicly available other than as a result of the violation of this Agreement;

(b) information that is or becomes available on a non-confidential basis from a source which is not known to the Recipient, after due inquiry, to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation;

(c) information that the Recipient can demonstrate was legally in its possession prior to disclosure by NSPI and is not subject to a confidentiality obligation; or

(d) information developed by the Recipient independently of any Confidential Information received under this Agreement without reference to, or consideration of, the Confidential Information, or breach of this Agreement, as demonstrable by the Recipient; or

(e) information required by any law, order of a court of competent jurisdiction or regulatory body with regulatory responsibilities over the Recipient.

Any specific Confidential Information or any combination of features comprising the same, will not be deemed to fall within paragraphs 3(a) to (d) inclusive, simply because the Confidential Information is contained within more general information or individual features that are included in paragraphs 3(a) to (d).

4. **Notice Preceding Compelled Disclosure.** If the Recipient or its Representatives are 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 NSPI in writing of such request or requirement so that NSPI may seek an appropriate protective order or waive, in whole or in part, compliance with this Agreement. In the absence of a protective order

the Recipient of its Representatives will disclose only such portion of the Confidential Information to the party compelling disclosure as is required by law. The Recipient will provide reasonable cooperation to NSPI and its legal counsel with respect to performance of the above-noted covenants.

5. **Return of Confidential Information.** The Confidential Information will remain the property of NSPI. Upon request, at the option and instruction of NSPI, the written Confidential Information or any copies thereof, will be returned to NSPI promptly. No copies of the Confidential Information will be retained by Recipient, unless the parties agree otherwise in writing, with the following exceptions: (1) one legal file copy that may be retained in the custody of the Recipient's legal counsel solely for the determination of legal obligations under this Agreement; and (2) one archival copy shall be retained by the Company along with their working papers as deemed necessary to comply with any professional obligations. Any Confidential Information that may be found in drafts, notes, compilations, studies, synopses, or summaries thereof, or other documents prepared by or for Recipient, and written Confidential Information not so requested to be returned, will be held by the Recipient subject to the terms of this Agreement, or destroyed. Notwithstanding the foregoing, the Recipient shall not be obligated to erase or destroy Confidential Information that is contained in an archived computer system back up system. Such information shall be destroyed in accordance with the Recipient's standard security or disaster recovery procedures provided that such information is not readily accessible and no attempts are made to recover such Confidential Information. Notwithstanding the return or destruction of material, information and documents containing Confidential Information the terms and conditions of this Agreement remain in force and effect. The Recipient is responsible for retrieving all Confidential Information from its Representatives other than those who have entered into a Confidentiality agreement directly with NSPI.
6. **No Waiver.** No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any rights hereof will preclude any other or further exercise of any other right, power, or privilege hereunder.
7. **Remedies.** The Recipient acknowledges and agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement by the Recipient. Any breach or violation of the terms of this Agreement by the Recipient will result in immediate and irreparable harm to NSPI. NSPI will be entitled to seek 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 NSPI.
8. **Duration.** This Agreement shall remain in force and effect for two (2) years from the date first above written unless earlier terminated by either party. Either party may terminate this Agreement upon providing 30 days written notice to the other. The terminating party shall have no liability to the other party by reason of the termination provided that such termination does not effect the restrictions on disclosure detailed in this Agreement. The restrictions on the use and disclosure of Confidential Information shall survive any expiry or termination of the Agreement for a period of three (3) years from the date of expiry or termination of this Agreement.

9. **No Representations.** NSPI does not make any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information provided by it hereunder. Both parties agree to assume full responsibility for all conclusions derived from the review of the Confidential Information.
10. **No Obligation.** The parties agree and understand and agree that unless and until an additional agreement has been executed and delivered, no contract or agreement providing for a transaction between the parties shall be deemed to exist between the parties
11. **Intellectual Property.** No right or license whatsoever, either expressed or implied, is granted to the Recipient by NSPI pursuant to this Agreement relating to any patent, patent application, copyright, trademark whether registered or not, or any other proprietary right owned or controlled by NSPI. Neither party will use any logo, trademark, design, mark or any distinguishing feature of the other party in any manner, including without limitation in any advertising or promotional material, without the express prior written authorization of the other party, which may be arbitrarily withheld.
12. **Nondisclosure of Existence of Negotiations.** Without the prior written consent of NSPI or except as may be required by applicable law or regulation, the Recipient shall not disclose to any person other than its Representatives who have a need to know such information in connection with the Transaction that:
  - (i) that the Confidential Information has been disclosed to the Recipient, or
  - (ii) that discussions or negotiations are taking place between the parties regarding the Transaction, including without limitation, the status of such discussions or negotiations.
13. **Notices.** All notices to be given to a party hereunder shall be in writing and delivered personally, by mail or facsimile, addressed as follows:

To NSPI:

Nova Scotia Power Incorporated  
1223 Upper Water Street  
Halifax, Nova Scotia  
B3J 3S8

Attention: Corporate Secretary  
Fax: (902) 428-6171

To the Recipient:

**Insert address**

Attention:  
Fax:



Notices shall be deemed received on the Business Day following delivery by facsimile or hand delivery, or, when sent by mail, five (5) Business Days after the date of mailing.

14. **General.**

(a) This Agreement enures to the benefit of the parties hereto and their successors and assigns and is binding on each other and each other's successors and permitted assigns. Neither party will assign this Agreement without the prior written consent of the other party, which consent may be unreasonably withheld.

(b) The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(c) This Agreement may be executed by the parties in counterparts, each of which, when so executed and delivered shall be deemed to be an original and when taken together shall be deemed to be one and the same instrument

(d) This Agreement may be executed by facsimile or by electronic means. The parties shall recognize such execution as the valid and binding execution hereof.

(e) This Agreement may be amended by a written instrument signed by both parties.

(f) If for any reason any provision of this Agreement is declared or held to be illegal, invalid or unenforceable, such provision shall be considered stricken and the remainder of the Agreement shall remain in full force and effect.

(g) The provisions of this Agreement shall be governed by the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

**NOVA SCOTIA POWER  
INCORPORATED**

\_\_\_\_\_  
**Witness**

Per: \_\_\_\_\_

**Add full legal name of other party**

\_\_\_\_\_  
**Witness**

Per: \_\_\_\_\_