

NON-DISCLOSURE AGREEMENT
FOR DESIGNATED CONFIDENTIAL INFORMATION
UNDER PROTECTIVE ORDER NO. 1
DOCKET NO. 2021-00369

1. The undersigned hereby acknowledges that they are a person authorized to have access to certain confidential information under the Commission's Protective Order No. 1, dated February 7, 2022 (the Protective Order) and this Non-Disclosure Agreement (NDA or Agreement) is to be used solely for the purposes identified in the Commission's Request for Proposals for Renewable Energy Generation and Transmission Projects Pursuant to the Northern Maine Renewable Energy Development Program issued on November 29, 2021 (RFP) in this Docket.
2. As a potential bidder for a Generation Project, I understand the confidential information to be provided is to be used solely for the purpose of preparation of the proposal for the Generation Project. Any other use of the information is prohibited.
3. Receipt is hereby acknowledged of Designated Confidential Information that is provided to me subject to all the terms and conditions of the aforementioned Protective Order.
4. I hereby certify that I will not divulge the contents of any Designated Confidential Information to any other person authorized to receive such information pursuant to the Protective Order unless they have executed an NDA that is identical to this NDA.
5. I hereby certify my understanding that confidential materials are being provided to me pursuant to the terms and restrictions of the Protective Order. I also certify that I have been given a copy of the Protective Order, I have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Designated Confidential Information, and any notes, memoranda, summaries, abstracts, studies, analyses, computer software, software documentation, or other information derived from such Designated Confidential Information or portions thereof, shall not be disclosed to anyone other than in accordance with the Protective Order and this NDA and shall be used only for the purposes set forth in the Protective Order or the RFP. I agree to destroy all materials containing Designated Confidential Information when the procurement has concluded or when I cease to be employed by an entity that it authorized to receive the Designated Confidential Information, whichever is earlier.
6. Unless and until otherwise agreed or otherwise ordered by the Commission or a court of competent jurisdiction, all documents and materials or portions thereof that have been labeled as Designated Confidential Information, and any notes, memoranda, summaries, abstracts, studies, computer software, computer

documentation, or other information derived therefrom, shall be used only in connection with this RFP or process relating to the procurement, such as a reconsideration, appeal, remand or otherwise.

7. Nothing in the foregoing provisions of this NDA shall be deemed to preclude any person from seeking and obtaining, on an appropriate showing, such additional protection or relief as may be available under applicable law.
8. I consent to the exclusive jurisdiction of the State of Maine with respect to any dispute arising hereunder.

DATED: _____

NAME: _____

NAME OF ENTITY: _____

SIGNATURE: _____