

EXHIBIT O-1
PROPRIETARY DATA AGREEMENT

THIS PROPRIETARY DATA AGREEMENT (this "Agreement") is made as of the ____ day of _____, 20__, by and between _____ *[identify Owner or Southern Nuclear]* (the "Disclosing Party") and _____ (the "Recipient").

WHEREAS, the Disclosing Party is a party to an Engineering, Procurement and Construction Agreement, dated as of _____, 2008, by and among Westinghouse Electric Company LLC ("Westinghouse"), Stone & Webster, Inc. ("Stone & Webster" and collectively with Westinghouse, "Contractor"), Georgia Power Company, for itself and as agent for Oglethorpe Power Corporation, Municipal Electric Authority Of Georgia, and the City Of Dalton, Georgia, acting by and through its Board of Water, Light and Sinking Fund Commissioners (the "EPC Contract") for a new nuclear power plant facility at the Vogtle Electric Generating Plant site (the "Facility");

WHEREAS, the Disclosing Party has been provided with certain confidential and/or proprietary information ("Confidential and Proprietary Information") of Westinghouse and/or Stone & Webster and/or both as Contractor, which the Disclosing Party desires to disclose to the Recipient as permitted in accordance with Article 19 of the EPC Contract; and

WHEREAS, under the terms of the EPC Contract, the Disclosing Party and the Recipient are required to enter into this Agreement as a condition to disclosure of such Confidential and Proprietary Information to the Recipient.

NOW THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recipient shall maintain the confidentiality of all Confidential and Proprietary Information disclosed to it hereunder, and shall not use such Confidential and Proprietary Information for any purpose other than the purposes of Facility (and associated simulator) trouble-shooting, response to plant events, inspection, evaluation of system or component performance, scheduling, investigations, operation, maintenance, training, repair, licensing, modification, decommissioning and compliance with laws or the requirements of governmental authorities (the "Purpose").

2. Recipient shall not transmit or further disclose such Confidential and Proprietary Information to any third party, including, without limitation, parent organizations of Recipient, sister organizations of Recipient, subsidiaries of Recipient, consultants of Recipient or subcontractors of Recipient.

3. In the event that the Recipient or any of its representatives are requested or required in any proceeding or by any governmental authority to disclose any of the Confidential and Proprietary Information, the Recipient shall provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from the Disclosing Party, the Recipient or any of its representatives are nonetheless, in the written opinion of their counsel, legally compelled to disclose such information, it or its representatives may, without liability hereunder, disclose only that portion of the Confidential and Proprietary Information which such counsel advises the Recipient is legally required to be disclosed, provided that the Recipient exercises its best efforts to preserve the confidentiality of the Confidential and Proprietary Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential and Proprietary Information.

4. Except where necessary in furtherance of the Purpose, Recipient shall not make any copy or in any way reproduce or excerpt such Confidential and Proprietary Information except as authorized by the Disclosing Party in writing prior to such reproduction or excerpt. Any such copies or excerpts shall include all proprietary notices and designations. Upon the written request of the Disclosing Party, the Confidential and Proprietary Information provided hereunder and any such copies or excerpts thereof shall be returned to the Disclosing Party, or, at the sole option and request of the Disclosing Party, Recipient shall destroy such information and any such copies and/or excerpts and certify in writing to the Disclosing Party that such information has in fact been destroyed.

5. Nothing herein shall apply to any information which is:

- (a) now generally known or readily available to the trade or public or which becomes so known or readily available without fault of the Recipient; or
- (b) rightfully possessed by the Recipient without restriction prior to its disclosure hereunder by the Disclosing Party; or
- (c) acquired from a third party without restriction, provided that the Recipient does not know, or have reason to know, or is not informed subsequent to disclosure by such third party and prior to disclosure by the Recipient that such information was acquired under an obligation of confidentiality.

6. It is mutually understood that nothing herein shall be construed as granting or implying any right under any letters patent, or to use any Confidential and Proprietary Information claimed therein, or as permitting Recipient to unfairly obtain the right to use Confidential and Proprietary Information which becomes publicly known through an improper act or omission on its part.

7. The Disclosing Party, Westinghouse and Stone & Webster make no warranty or representation whatsoever to the Recipient as to the sufficiency or accuracy

of the Confidential and Proprietary Information provided hereunder, the ability of Recipient to use the Confidential and Proprietary Information for its intended purpose, or as to the result to be obtained therefrom.

8. Neither the Disclosing Party, Westinghouse, Stone & Webster, nor their suppliers or subcontractors of any tier shall be liable with respect to or resulting from the use (or the results of such use) or misuse of any Confidential and Proprietary Information furnished hereunder.

9. Nothing in this Agreement shall obligate the Disclosing Party to provide any specific information that it otherwise desires to withhold.

10. Recipient agrees to fully comply with all laws and regulations with regard to the Confidential and Proprietary Information transmitted hereunder.

11. Recipient shall not, at any time file, cause or authorize the filing of any patent application in any country in respect of any invention derived from the Confidential and Proprietary Information supplied hereunder.

12. Recipient shall indemnify and hold the Disclosing Party harmless from and against all losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to any disclosure of Confidential and Proprietary Information by Recipient in violation of this Agreement.

13. Recipient shall not assign this Agreement. This Agreement shall be binding upon the Recipient and its successors and shall benefit and be enforceable by the Disclosing Party, Westinghouse or Stone & Webster and each of their respective successors and assigns.

14. If any of the terms of this Agreement are violated by Recipient, the Disclosing Party, Westinghouse or Stone & Webster shall be entitled to an injunction to be issued by any court of competent jurisdiction, enjoining and restraining the Recipient, as well as damages and any costs of collection, including but not limited to attorneys' and other professionals' fees and related charges and interest.

15. If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to the time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under then applicable law.

16. This Agreement shall be governed in accordance with the laws of the State of New York without giving effect to any choice of law, provision, or rule (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York.

IN WITNESS WHEREOF, the parties have hereto set their respective signatures to this Agreement.

DISCLOSING PARTY:

By:
Name:
Title:
Address:

RECIPIENT:

By:
Name:
Title:
Address: