

**EXHIBIT O-3-A**  
**FORM OF CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY 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 the Engineering, Procurement and Construction Agreement, dated as of \_\_\_\_\_, 200\_\_, by and among Georgia Power Company ("GPC"), for itself and as agent for Oglethorpe Power Corporation (An Electric Membership Corporation) ("OPC"), the Municipal Electric Authority Of Georgia ("MEAG"), and the City Of Dalton, Georgia ("Dalton"), acting by and through its Board of Water, Light and Sinking Fund Commissioners (each of GPC, OPC, MEAG and Dalton being an "Owner") and a consortium consisting of Westinghouse Electric Company LLC ("Westinghouse"), Stone & Webster, Inc. (the "EPC Contract");

**WHEREAS**, the Disclosing Party has been provided with certain Confidential and Proprietary Information (as defined in the EPC Contract) of Westinghouse and/or Stone & Webster, which the Disclosing Party desires to disclose to the Recipient in connection with the licensing, procurement or construction of the Additional Units at the Vogtle Electric Generating Plant located near Waynesboro, Burke County, Georgia (as defined in the EPC Contract);

**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 acknowledges that it has reviewed and is familiar with the terms and conditions of Article 19 of the EPC Contract, including, without limitation, **Exhibit O-3-C** to such agreement. Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings given such terms in the EPC Contract.
2. 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 licensing, procurement, construction or development of the Units ("the Purpose").
3. Recipient acknowledges that, in addition to any requirements of this Agreement, and except as provided in the EPC Contract with respect to attorneys of an Owner or Southern Nuclear, disclosure to it of Confidential and Proprietary Information shall not be made other than in accordance with the procedures set forth in **Exhibit O-3-C** to the EPC Contract and it agrees to comply with such procedures.

4. 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 excluded from the definition of Confidential and Proprietary Information as provided in the EPC Contract.
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 as to the sufficiency or accuracy of the Confidential and Proprietary Information provided hereunder, the ability of Recipient to use the Confidential 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, to the extent permitted by law, 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.
12. Recipient shall not assign this Agreement.
13. Westinghouse and Stone & Webster are third party beneficiaries of this Agreement and shall have the right to enforce this Agreement directly against Recipient.
14. Disclosure of any Confidential and Proprietary Information to third parties in violation of this Agreement may cause the Disclosing Party to suffer irreparable harm for which there is not adequate legal remedy. Each Party acknowledges that, in such an event, immediate injunctive relief upon good cause found is an appropriate remedy. No Party shall be liable for any consequential, indirect, incidental, special or punitive damages arising from a disclosure in violation of this Agreement, including, without limitation, loss of profits or revenues, whether

arising in contract or agreement, tort (including, without limitation, fraud, negligence, strict liability or breach of fiduciary duty), or under any other legal or equitable theory of law.

15. 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: