

WECC PARTICIPATING CONTRACTOR CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter, "Agreement"), with an effective date of April 1, 2012 ("Effective Date") is made by and between Wisconsin Energy Conservation Corporation (hereinafter referred to as WECC) with its business address at 431 Charmany Drive, Madison, Wisconsin, 53719, and independent contractor, _____ (hereinafter referred to as "Recipient") with its business address at _____.

Whereas, as a **Participating Contractor** for WECC and the City, Recipient shall have access to Confidential Information, contractor and customer information.

Now, therefore, in consideration of the mutual promises in this Agreement, the parties agree as follows:

1. Definitions

For the purposes of this Agreement, the following words shall have the following meanings:

"WECC" means Wisconsin Energy Conservation Corporation, and its affiliates, successors and assigns.

"City" means the City of Madison, City of Milwaukee, or City of Racine as it pertains to the program the Participating Contractor has applied and been approved to participate.

"Confidential Information" means information (i) disclosed to or known by the Recipient as a consequence of or through Recipient's contract with WECC. "Confidential Information" shall include all customer and client information, software, and other data or information (and any tangible evidence, record or representation thereof), whether prepared, conceived, or developed by an employee or agent of WECC or the Recipient, including, but not limited to any and all customer information such as: name, energy use, address, phone number, condition of home, improvements needed, improvements completed. Notwithstanding the foregoing, the term "Confidential Information" shall not apply to materials or information which WECC has voluntarily disclosed to the public without restriction or which has otherwise lawfully entered the public domain.

2. Confidential Information of WECC

2.1 No Unauthorized Disclosure or Use

While under contract with WECC and thereafter, Recipient shall not, directly or indirectly, use or disclose to anyone outside of WECC (including the City) any Confidential Information other than pursuant to Recipient's fulfillment of their obligations and duties in achieving the goals outlined in their Program Contractor Participation Agreement. If the Recipient is an organization that employs more than one individual, Recipient may disclose Confidential Information to their employees, agents or advisors, only on a need-to-know basis, and only if such person has signed a confidentiality agreement substantially similar to this Agreement.

2.2 Ownership of Confidential Information

Recipient agrees that all originals and all copies of manuscripts, letters, notes, notebooks, reports, models, computer files and other materials containing, representing, evidencing, recording or constituting any Confidential Information (created by Recipient or others) shall be the sole property of WECC.

2.3 Third Party Confidential Information

Recipient understands that WECC from time to time has in its possession information which is claimed by others to be proprietary or confidential, and which WECC has agreed or is under an obligation to keep confidential and not to disclose such confidential information to any person, firm or corporation (except as necessary to carry out work for WECC with WECC's agreement with such third party) or to use such Confidential Information for the benefit of any party other than WECC or said third party (consistent with WECC's agreement with said third party).

2.4 Unauthorized Disclosure

Any disclosure or unauthorized use of Confidential Information in violation of this Agreement by Recipient shall be grounds for immediate default termination.

2.5 Relief

Any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause WECC irreparable harm, the amount of which may be difficult to ascertain and, therefore, Recipient agrees that WECC shall have the right to apply to a tribunal of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as WECC may request. Such rights shall be in addition to remedies otherwise available to WECC at law or in equity.

2.6 Continuation of Confidentiality

As long as Recipient has in its possession Confidential Information covered by this Agreement, the obligations of Confidentiality shall not lapse nor shall this Agreement be terminated.

3. General Provisions

3.1 Assignment

Recipient shall not have the right to assign or transfer this Agreement without the written consent of WECC.

3.2 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

3.3 Waiver

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of WECC or their agents, or employees, unless such waiver is in writing signed by WECC. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

3.4 Compliance Monitoring

WECC shall have the right to inspect, examine and make copies of any accounts, records and other writings of Recipient relating to this Agreement. These audit rights shall be extended to WECC or to any representative designated by WECC.

3.5 Applicable Law

This Agreement shall be construed and governed by the laws of the State of Wisconsin, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of Wisconsin.

3.6 Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

_____	Wisconsin Energy Conservation Corporation
Recipient/Firm Name	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____