



UNIVERSAL INTEROPERABILITY FOR GRID-FORMING INVERTERS (UNIFI) CONSORTIUM NON-DISCLOSURE AGREEMENT ("UNIFI NDA")

This UNIFI NDA is entered into by and between the Member (as defined in the UNIFI Consortium Bylaws) of the UNIFI Consortium which is also referred to herein as a "Party", as "Receiving Party" when receiving information under this UNIFI NDA, and as "Disclosing Party" when providing information under this UNIFI NDA. The effective date ("Effective Date") of this UNIFI NDA is the date of the Member's execution of the UNIFI Consortium Membership Agreement.

1. DEFINITIONS AND PURPOSE

- a. As used herein, "Proprietary Information" means information that is exempt from public release under the Freedom of Information Act by Exemption 4 (5 U.S.C. § 552(b)(4)).
- b. As used herein, "Scope" means information related to grid-forming technology, modeling, simulation, design, control, hardware, software, and operations, which any Member has identified as Proprietary Information per Section 2 below.
- c. The "Disclosing Period" means from the Effective Date until the earliest of (i) Member leaves the UNIFI Consortium, (ii) is removed from the UNIFI Consortium or (iii) the UNIFI Consortium dissolves. During the Disclosing Period, the Disclosing Party wishes to provide Receiving Party and Receiving Party wishes to obtain access to Proprietary Information related to the Scope.
- d. The "Purpose" means Member's participation in the UNIFI Consortium including research and development, demonstration and commercialization, and/or training and outreach in the area of grid-forming technologies.
- e. The "Confidentiality Period" for this UNIFI NDA is the earlier of (i) three (3) years from the date of initial disclosure as evidenced by written record or (ii) two (2) years from the date of the dissolution of the UNIFI Consortium.
- f. As used herein, "FFRDC" means Federally Funded Research and Development Centers, which are facilities and laboratories owned and overseen by the United States Department of Energy (DOE), administered, managed, operated, and staffed by private corporation and academic universities under contract to the DOE.

2. PROPRIETARY INFORMATION

- a. Disclosing Party will identify and mark its written Proprietary Information disclosed hereunder as "Proprietary Information", "Confidential", or similar marking, at the time it is conveyed to Receiving Party. For Proprietary Information first disclosed orally (i.e., information expressed by spoken words) hereunder, Disclosing Party will: (i) identify such information as Proprietary Information as applicable, at the time it is conveyed to Receiving Party; (ii) reduce such information to writing; and (iii) provide an appropriately identified and marked copy of such writing to Receiving Party within thirty (30) days of such disclosure.
- b. Receiving Party will treat Proprietary Information that is within the Scope and that is disclosed in compliance with Paragraph 2.a., above, as confidential and proprietary and will use such information only for the Purpose. Receiving Party will not disclose such information to any third party for the duration of the Confidentiality Period without the prior written approval of Disclosing Party. Notwithstanding the foregoing, Proprietary Information provided to FFRDCs hereunder is subject to inspection by DOE or its designee. Proprietary Information provided to

DOE employees is protected against further disclosure under 18 U.S.C. § 1905. Further, the Parties acknowledge that certain Members may be subject to demands made by governmental regulatory authorities requiring disclosure of Proprietary Information received pursuant to this UNIFI NDA. In such cases, it is agreed that such information may be disclosed, under the protection of a utility regulatory commission or court protective order, to the persons provided access to the Proprietary Information by the protective order. The Member that is subject to such demands will use reasonable efforts to limit disclosure.

- c. Receiving Party will provide access to Proprietary Information that is within the Scope and that is disclosed in compliance with Paragraph 2.a., above, only to Receiving Party's employees, agents, and independent contractors who are required to have access specifically related to the Purpose, and, with respect to FFRDCs, to DOE or its designee for auditing and inspection purposes only. Receiving Party will inform individuals having access to such information of the confidential nature of this information and the restrictions on its publication, disclosure, and use, and will require that such employees, agents, and independent contractors are bound by confidentiality obligations no less stringent than those stated in this UNIFI NDA.
- d. The obligations of confidentiality set forth in this UNIFI NDA do not apply to information which (i) becomes publicly known without the fault of Receiving Party or DOE; (ii) has been made available by Disclosing Party (or the owner if other than Disclosing Party) to others without obligation concerning its confidentiality; (iii) is already in the possession of Receiving Party or DOE without obligation concerning its confidentiality; (iv) is independently developed by employees of Receiving Party or DOE who did not have access to such Proprietary Information; or (v) is required to be disclosed by U.S., State, or other applicable law, including, without limitation, with respect to the FFRDCs, a Freedom of Information Act request if no exemption is deemed by DOE to be applicable, and, with respect to all Parties, a court order from a court of competent jurisdiction, provided that Receiving Party promptly notifies Disclosing Party and uses diligent efforts to limit such disclosure. Notwithstanding anything to the contrary herein, any disclosure permitted by (v) above will not relieve Receiving Party's confidentiality obligations as to disclosures to any other third party. In no event will Receiving Party be in breach of this UNIFI NDA for its good faith compliance with applicable law.
- e. The Parties agree that they may publish a non-attributable report summarizing the results and suggested strategies resulting from the technical data. Such report shall not disclose any Proprietary Information received from Disclosing Party. Disclosing Party will be provided with a draft of such report at least thirty (30) days prior to release, and Disclosing Party shall have the opportunity to review such draft prior to it being published and to request the removal of any information the Disclosing Party considers to be Disclosing Party's Proprietary Information. Any reasonable request to remove Proprietary Information shall be considered by the publishing Party.

3. TERM AND TERMINATION

- a. Termination of this UNIFI NDA occurs concurrently with the termination of the Disclosing Period.
- b. Upon termination of this UNIFI NDA, within two (2) weeks of written request of any Disclosing Party, Receiving Party will return all documents concerning the Proprietary Information and all copies of any such documents to Disclosing Party, or confirm in writing (email shall suffice) their destruction, with the exception of copies of Proprietary Information made as a matter of routine information technology or legal backup, provided that such copies will continue to be subject to the confidentiality obligations set forth in this UNIFI NDA and may only be used for legal and compliance purposes.

- c. The obligations of confidentiality set forth in Section 2., above, will survive termination of this UNIFI NDA until the end of the Confidentiality Period.

4. MISCELLANEOUS

- a. Disclosure of Proprietary Information to Receiving Party does not constitute any grant, option, or license under any patent or other right now or hereinafter held by Disclosing Party or DOE. No license—express or implied—in the Proprietary Information or other proprietary right is granted hereunder other than to use the information in the manner and the extent authorized by this UNIFI NDA.
- b. The Parties shall comply with all applicable laws, rules and regulations, including, without limitation, U.S. Export Administration Laws and Regulations. A Party receiving Proprietary Information shall not export or re-export any such Proprietary Information, any technical data, items, or products arising from such information to any country or person unless permitted under applicable laws and regulations or properly authorized by the U.S. Government. Some Parties intend to conduct their activities as fundamental research under U.S. export regulations and may have many foreign persons who are students and employees. Accordingly, no Party may transfer to any other Party, without that Party’s written authorization from their export control or designated office, any information that is known to be export controlled under the International Traffic in Arms Regulations or under the Export Administration Regulations except information that is classified as EAR99. Failure to obtain an export control license or other authority from the Government may result in criminal liability under U.S. laws.
- c. Nothing in this UNIFI NDA prohibits or otherwise restricts employees or subcontractors of the Parties from lawfully reporting waste, fraud, or abuse related to the performance of a government contract to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- d. The provisions of this UNIFI NDA are consistent with and do not supersede, conflict with, or otherwise alter FFRDC employee(s) obligations, rights, or liabilities created by existing applicable statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling applicable Executive Orders and statutory provisions are incorporated into this UNIFI NDA and are controlling.
- e. ALL INFORMATION IS PROVIDED “AS IS” AND WITHOUT WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY SORT, EXPRESSED OR IMPLIED. NOTWITHSTANDING THE FOREGOING, DISCLOSING PARTY REPRESENTS AND WARRANTS IT HAS THE RIGHT TO MAKE THE DISCLOSURES PROVIDED FOR HEREIN AND FOR THE STATED PURPOSE.
- f. This UNIFI NDA contains the entire understanding between the Parties, and it supersedes all prior or contemporaneous communications or understandings between the Parties concerning receipt of Proprietary Information for the Purpose. Notwithstanding the above, in the event that two or more Members are working on a specific project together under a separate agreement including confidentiality terms, that separate agreement supersedes the UNIFI NDA with respect to the rights and obligations of those two or more Members regarding the proprietary and/or confidential information exchanged thereunder.

- g. NDA Amendments: This NDA may be amended, altered, or repealed only by the affirmative vote of two thirds of the Leadership Team, subject to the approval of the Organizational Director. Any changes will be sent to Organization Members with at least 30 days' notice. If a Member does not wish to continue to abide by the revised NDA, Member may, at its option, terminate its organization membership. No such withdrawal will entitle Member to any refund of any fees due and owing.