

DATA SHARING AGREEMENT

1. PURPOSE AND SCOPE

This Data Sharing Agreement ("DSA") establishes the terms and conditions under which [Company Name], also referred to as "Charging Network Provider" ("CNP"), will provide certain data to the California Energy Commission ("CEC") from electric vehicle supply equipment (EVSE), or "chargers", operated by CNP that were partially or fully funded through California Energy Commission agreements ("CEC-Funded Chargers"). This DSA only applies to CEC-Funded Chargers operated by CNP with data reporting requirements specified in one or more agreements funded by the CEC.

The CEC sets data reporting requirements for CEC-Funded Chargers in agreements funded by the CEC ("Program-Specific Requirements"). As the charging network provider for CEC-Funded Chargers under certain agreements funded by the CEC, the CNP is therefore subject to certain Program-Specific Requirements.

Program-Specific Requirements can vary from CEC-funded agreement to CEC-funded agreement. In an effort to simplify and streamline Program-Specific Requirements applicable to CNP, CNP and CEC agree that CNP will provide Reliability and Utilization data for CEC-Funded Chargers ("Program Data"), and submission of Program Data in accordance with this DSA satisfies the Program-Specific Requirements applicable to CNP.

2. DATA COVERED BY THIS AGREEMENT

The Program Data covered by this DSA are:

- **Reliability Data:** reflects the operational status and performance of CEC-Funded Chargers. See document "Charging Network Provider Data Submittal Requirements – Utility and Reliability Data" for more information.
- **Utilization Data:** reflects the usage patterns and operational characteristics of CEC-Funded Chargers. See document "Charging Network Provider Data Submittal Requirements – Utility and Reliability Data" for more information.

3. CNP RESPONSIBILITIES

3.1 INITIAL INVENTORY OF CEC-FUNDED CHARGERS

All CEC-Funded Chargers, and the Project-Specific Requirements for those chargers, known to

CEC as of the date of execution of this DSA are listed in Exhibit A. Within [30] days of execution of this DSA, CNP shall review the information in Exhibit A for accuracy and completeness by submitting the following to CEC in writing (“CNP Inventory Review”):

- A list of any inaccurate information along with the correct information, if known to CNP
- A list of any chargers shown in Exhibit A that CNP does not operate
- A list of any known CEC-Funded Chargers that are not listed in Exhibit A

3.2 ONGOING INVENTORY OF CEC-FUNDED CHARGERS

The parties shall maintain an ongoing inventory of CEC-Funded Chargers (“Charger Inventory”). To do this, CNP shall:

- Notify CEC in writing within [30] days of becoming aware of any CEC-Funded Chargers not previously identified by CEC
- Complete a CNP Inventory Review described in section 3.1 within [30] days of CEC notifying CNP of new CEC-Funded Chargers deployed
- Notify CEC in writing within [30] days of becoming aware of any of the following:
 - Changes in operational status to any charger listed in the Charger Inventory
 - Decommissioning or removal of charger listed in the Charger Inventory
 - Changes in CNP ownership or operation of any charger listed in the Charger Inventory

3.3 PROGRAM DATA SUBMISSION

CNP shall submit required Program Data for each CEC-Funded Charger according to the instructions sent by CEC pursuant to section 4.3 and according to the “Charging Network Provider Data Submittal Requirements – Utility and Reliability Data” document. CEC reserves the right to reject non-compliant submissions and request resubmission. CEC reserves the right to change Program Data submittal requirements without amending this DSA.

CNP shall submit required Program Data for each CEC-Funded Charger for the duration specified in the Program-Specific Requirements for that charger. To ensure secure transmittal of Program Data the CNP shall contact the CEC’s Primary Contact listed in section 7 for instructions prior to sending the Program Data.

CNP warrants that all submitted Program Data shall, to its fullest knowledge, be accurate, complete, and representative of actual charger operation.

CNP shall maintain data collection, data classification, and reporting systems necessary to fulfill obligations under this DSA.

4. CEC RESPONSIBILITIES

4.1 INITIAL INVENTORY OF CEC-FUNDED CHARGERS

The CEC shall identify all CEC-Funded Chargers, and the Project-Specific Requirements for those chargers, known to CEC as of the date of execution of this DSA in Exhibit A. This initial inventory shall include the following information for each charger, if known by CEC:

- Charger identification number/serial number
- Address
- Technical specifications
- CEC funding program under which the charger was funded
- CEC grant or contract number under which the charger was funded
- Funding recipient for the CEC grant or contract under which the charger was funded
- Reporting requirements related to the charger

4.2 ONGOING INVENTORY OF CEC-FUNDED CHARGERS

The parties shall maintain an ongoing inventory of CEC-Funded Chargers. To do this, CEC shall:

- Notify CNP in writing if new CEC-Funded Chargers operated by CNP are deployed
- Provide CNP in writing the information described in section 4.1 for each new CECFunded Charger deployed

4.3 PROGRAM DATA SUBMISSION INSTRUCTIONS

The CEC shall provide CNP in writing instructions for submitting the Program Data, including, but not limited to:

- Information about the data collection system
- Data dictionaries and submission templates (See document “Charging Network Provider Data Submittal Requirements – Utility and Reliability Data” for more information)
- Access credentials and instructions, if applicable

CEC shall provide reasonable technical assistance to CNP regarding data submission procedures and format specifications.

4.4 CONFIDENTIALITY OF PROGRAM DATA

The CEC agrees to keep Program Data transmitted by CNP to CEC under this DSA confidential, pursuant to one or more of the following non-exhaustive list of California state statutes: Evidence Code §§ 1040, 1060; Government Code §§ 7927.605 subd. (a), 7930.205. CEC will not publicly disclose Program Data, including requests for Program Data under the California Public Records Act (Gov. Code §§ 7920.000 et seq.), unless compelled by a court of competent jurisdiction.

However, CEC may publicly disclose Program Data that has been masked or aggregated such that it is no longer confidential.

4.5 PROTECTION OF DATA

The CEC will utilize a secure government cloud platform to store Program Data, which will be encrypted at rest. CEC shall monitor activity and communications within its internal systems to protect Program Data from unauthorized disclosure and access. Program Data shall only be accessed by authorized CEC employees. CEC employees who are granted access to Program Data must have previously agreed to the CEC's "General Employee Non-Disclosure Agreement," consistent with Public Resources Code § 25322(d).

4.6 INADVERTENT DISCLOSURE

The CEC shall use best efforts to ensure that no unauthorized disclosure of, or access to, Program Data occurs. If the CEC discovers that it made an inadvertent disclosure of Program Data, the CEC will undertake best efforts to inform the CNP Primary Contact listed in section 7 in writing within 24 hours of discovery.

4.7 RIGHTS TO DATA

The CEC makes no claim of ownership, license, or any other interest to Program Data. The CEC also makes no claim of ownership, license, or any other interest to any underlying intellectual property, or other information not specified for delivery to CEC in this DSA.

CEC's obligations described in sections 4.4 through 4.7 shall survive termination of this DSA.

5. TERM AND TERMINATION

This DSA shall be effective on the later date of signature of the parties and shall remain in effect until terminated by either party with a minimum of [90] days advance written notice.

Termination of this DSA does not relieve CNP of Program-Specific Requirements.

6. GENERAL PROVISIONS

6.1 AMENDMENTS

This DSA shall not be modified except 1) by written agreement signed by authorized representatives of the CNP and CEC, or 2) by the CEC upon the enactment of applicable state law or regulation governing the reporting of Reliability and Utilization Data. In the event state law or regulation governing the reporting of Reliability and Utilization Data is enacted, for example as required by AB 2061 (Chapter 345, Statutes of 2022) and/or AB 126 (Chapter 319, Statutes of 2023), the CEC will clarify how those laws or regulations modify CNP's obligations under this DSA.

6.2 NO PAYMENT OF FUNDS

Nothing in this DSA shall be construed to obligate or commit the CEC to expend funds, or reimburse CNP for any expenses incurred in connection to this DSA.

6.3 GOVERNING LAW

This DSA shall be governed by the laws and regulations of the State of California as to its interpretation and performance.

6.4 SEVERABILITY

If any provision of this DSA is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

6.5 WAIVER

None of the provisions of this DSA shall be deemed to have been waived by any act or acquiescence by either party, but only by an instrument in writing signed by an authorized representative of the party. No waiver of any provisions of this DSA shall constitute a waiver of any other provisions or of the same provision on another occasion.

7. PRIMARY CONTACTS

The primary contact for CNP for this DSA is: [name, contact information]

The primary contact for CEC for this DSA is: [name, contact information]

Each party may change their primary contact by written notice to the other party.

IN WITNESS WHEREOF,

For California Energy Commission

Signature: _____ Date: _____

For [Company Name]

Signature: _____ Date: _____

EXHIBIT A: INITIAL CHARGER INVENTORY AND PROGRAM-SPECIFIC REQUIREMENTS

Attached to this DSA is a list of CEC-Funded Chargers operated by CNP, and the Project-Specific Requirements for those chargers, known to CEC as of the date of execution of this DSA.