

**Data Sharing Agreement Nr \_\_\_\_\_**  
**Between**  
**CALSTART Inc, and \_\_\_\_\_**

This Data Sharing Agreement ("Agreement") effective as of this **XX** day of **XX, XXXX** (the "Effective Date"), is entered into by and between CALSTART, Inc., (herein "CALSTART") located at 48 S Chester Ave, Pasadena, CA 91106 and **XXXX**, a **XXXX** corporation (herein "DATA OWNER"), having an office at **XXXX**. CALSTART and DATA OWNER are also referred to herein individually as ("Party") and together as ("Parties").

**RECITALS**

WHEREAS, DATA OWNER has rights to certain data from electric vehicle charging station(s) and/or plug-in electric vehicle(s); AND

WHEREAS, DATA OWNER desires to provide plug-in electric vehicle and electric vehicle charging station characteristics and usage data (herein "DATA") as part of CALSTART's "Medium and Heavy Duty Electric Vehicle Data Collection" Prime Contract (herein "PROJECT") funded in part by the U.S. Department of Energy's ("DOE") Agreement Number DE-EE0008891; AND

WHEREAS, CALSTART, performing as a prime contractor on the PROJECT will be performing data collection, clean-up, uploading data to a database, and analysis of DATA to determine the current state of practice, operating characteristics, business case, and to identify opportunities for improvement resulting in a summary report/presentation to be provided to the DOE and other related PROJECT stakeholders;

**ARTICLES**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **DATA**, may include but is not limited to, electric vehicle charging station characteristics, electric vehicle charging station usage data, plug-in electric vehicle characteristics, and plug-in electric vehicle operational data. This DATA may include information that DATA OWNER has determined to be confidential ("Confidential Information") and/or Personally Identifiable Information ("PII").

For the purpose of this Agreement "Confidential Information" is defined as information or material which is considered confidential and proprietary to the DATA OWNER, generally not known to the public, and which CALSTART may obtain through any direct or indirect contact with the DATA OWNER including, but not limited to, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, source code, intellectual property, sales data, strategic information, customer lists, etc.;

For the purpose of this Agreement "PII" is defined as all information that identifies, or can be used to identify, locate, contact, or impersonate a particular individual. Examples may include, but are not limited to, a specific individual's:

first name (or initial) and last name (current or former); geographical address; electronic address (including an e-mail address); personal cellular phone number; telephone number or fax number dedicated to contacting the individual at his or her physical place of residence. When connected with one or more of the items of information specified above, PII includes any other information concerning an individual that, if disclosed, identifies or can be used to identify a specific individual physically or electronically.

2. **High-Frequency Data.** CALSTART shall provide raw data upon request to be used only by DOE National Labs. High resolution data with a one hertz frequency will be provided in a relatively raw state. This data will cover up to two weeks for defined vehicle types or locations that the National Labs have an explicit need for. The preparation, verification, duplication and handling of such data will be completed by CALSTART's Validation & Assessment team and securely transferred to the National Labs. Raw datasets will not be shared publicly and will be protected by a non-disclosure agreement preventing the sharing or release of this data outside of DOE National Labs. A non-disclosure agreement between CALSTART and DOE National Labs is available for review upon request.
3. **License:** DATA OWNER hereby grants to CALSTART a limited, non-exclusive, non-transferable, and irrevocable license to access, copy and use the DATA. DATA OWNER hereby grants to CALSTART, the DOE, and other applicable PROJECT stakeholders unlimited rights to (a) take, use and publish photographs of the plug-in electric vehicle(s) or electric vehicle charging station(s) and (b) anonymized data obtained from DATA (the "Licenses").
4. **Use of DATA:**
  - a. CALSTART will collect and anonymize DATA for the purposes of sharing publicly.
  - b. CALSTART will use or disclose the DATA only in furtherance of the PROJECT or as required by law.
  - c. CALSTART shall exercise at least the same degree of care as it uses with its own data, but in no event less than reasonable care, to protect DATA from misuse and unauthorized access or disclosure.
5. **DATA OWNER Responsibilities:**
  - a. DATA OWNER represents and warrants that it has the right to grant CALSTART and the DOE the Licenses as described above in Article 3.
  - b. DATA OWNER will provide adequate access to view the plug-in electric vehicle(s) or electric vehicle charging station(s) to CALSTART staff. Such access must be consistent with the purpose of the PROJECT.
  - c. DATA OWNER will provide CALSTART with DATA as defined above. DATA OWNER acknowledges that CALSTART will utilize the retrieved data for the purpose of making datasets available for public view and

download, data analyses and determining summary results and development of reports/presentations to DOE and other PROJECT stakeholders. CALSTART will be the only organization to have access to the retrieved DATA, however data will be disclosed to the public, DOE, and other PROJECT stakeholders after removal of information that could identify DATA OWNER.

- d. DATA OWNER will notify CALSTART if any plug-in electric vehicle(s) or electric vehicle charging station(s) anticipated to be included in the data collection will be decommissioned or turned off prior to the conclusion of this Agreement.

6. **CALSTART Responsibilities:**

- a. CALSTART will provide DATA OWNER with a minimum of 48 hours' notice, when possible, prior to completing any visit to view the plug-in electric vehicle(s) or electric vehicle charging station(s).
  - b. CALSTART will not attempt to identify or contact any person whose information is contained within the DATA.
  - c. CALSTART will use appropriate safeguards to protect the DATA from misuse and unauthorized access or disclosure. Should unauthorized disclosure occur, CALSTART will work to mitigate such disclosure and ensure proper safeguards, preventing further disclosure, are in place to prevent further unauthorized dissemination of DATA.
  - e. On expiration of this Agreement or earlier as PROJECT allows, CALSTART will destroy all DATA, not to include content within the resultant data analyses and summary reports/presentations.
6. **Publication:** CALSTART may publish or present any resulting summary report or presentation to DOE and other related PROJECT stakeholders including summary data obtained from DATA.
7. **Modifications:** No amendments or modifications to this Agreement shall be effective unless in writing and signed by both Parties.
8. **Term:** This agreement will commence on the Effective Date and continue until March 31, 2022.
9. **Waiver:** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights.

10. **Applicable Law:** This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law.
11. **Assignment:** DATA OWNER may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of CALSTART.
12. **Termination:** Either Party may terminate this Agreement for any reason so long as the other Party is provided with thirty (30) days written notice of such termination. Each party may terminate this Agreement with immediate effect by delivering notice of the termination to the other Party if other party fails to perform, or otherwise materially breaches any of its obligations, covenants, or representations after being provided a five (5) day period to cure any such breach.
13. **Confidentiality:** CALSTART and DATA OWNER realize that some information received by one party from the other pursuant to this Agreement shall be confidential. It is therefore agreed that any information received by one party from the other, and clearly designated in writing as "CONFIDENTIAL" at the time of transfer, shall not be disclosed by either party to any third party and shall not be used by either party for purposes other than those contemplated by this Agreement.
14. **Indemnification and Limitation of Liability:** Each Party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

NOTWITHSTANDING ANYTHING PROVIDED HEREIN TO THE CONTRARY, (I) NEITHER PARTY WILL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY LOST PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

15. **Notices:** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified mail, postage prepaid, or delivered by tracked courier to all addresses set forth below.

For legal and contract matters:

Piero Stillitano, CFO  
CALSTART, Inc.  
48 S. Chester Avenue  
Pasadena, CA 91106  
Phone: 626-744-5608  
Email: pstillitano@calstart.org

For project matters:

16. **Entire Agreement:** The Parties intend that this Agreement represents the final expression of the Parties' intent relating to the subject of this Agreement, contains all applicable terms and conditions and replaces all previous discussions, understandings and Agreements related to the subject of this Agreement.
17. **General Warranty:** Each Party warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

[signatures appear on following page]

Sample

NOW, THEREFORE, the Parties above named have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

<b>CALSTART, Inc.</b>	<b>Data Owner</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Sample