

## Industry Synchrophasor Data-Sharing Agreement

### I. Parties

1. This Agreement is between the North American Electric Reliability Corporation (NERC) and each signatory hereto, who are the direct Parties to this document, as well as between each such Party, and jointly among all the Parties hereto.
2. Additional signatories may become Parties hereto at any date after the effective date of this Agreement, without requiring the written approval of earlier Parties, by contacting NERC and providing NERC with a signed copy of this Agreement. Copies of such signed Agreements shall be provided to all other Parties by NERC and shall be incorporated herein and treated as a part hereof. NERC will maintain an up-to-date list of signatories to this agreement at a spot on its website accessible to all Parties, and shall make such list available to other entities as appropriate. Signatories that become Parties to this Agreement by the aforesaid procedure shall have the same rights and obligations as all other Parties, except that these rights and obligations shall commence on the date that each such new Party signs a copy of this Agreement.
3. NERC may delegate the performance of operational/management tasks under this Agreement to a third party (whether or not incorporated or non-profit), which entity shall be bound hereto in all respects, and as fully, as is NERC itself. Before any such delegation takes effect, however, the qualifications of such third party to undertake said tasks, and whether Data Protection and Confidentiality Statement(s) shall be required, will be reviewed by the Oversight Group established as prescribed in Section V. Tasks that may be delegated to a third party may include gathering, aggregation, and/or storage of Covered Data, transmission of Covered Data to Grid Operational Entities and Participants or to Researchers, maintenance of an updated, complete list of Parties (and

---

contacts, etc.), obtaining additional or later Party signatures, and providing any notifications required of NERC. Responsibility for obligations under this Agreement, and liability for breaches thereof, cannot be delegated.

4. Researchers are not considered direct Parties hereto, but their authorized access to Covered Data shall be covered through this Agreement by separate, individual Synchronphasor Research Data-Sharing Agreement(s), based on this Agreement, to be substantially in the form attached hereto as Appendix B, which shall each become an Appendix hereto immediately as it is entered into.

## **II. Purposes and Intent**

1. The mutual promises and representations herein are deemed by each Party hereto to be good and sufficient consideration for this Agreement.
2. The intent and objective of this Agreement is to facilitate sharing of Phasor Measurement Unit (“PMU”), or Synchronphasor, data (“Covered Data”) with Operational Entities of, and Participants in, the bulk electric segment of the North American electricity industry (the “Grid”), and with Researchers as defined herein, solely for purposes related to maintaining, and potentially improving, the operation or reliability of the Grid, or reducing Grid operating costs (collectively, “Permitted Purposes”). Use of Covered Data for the development of commercial products or services that may themselves be used to enhance the operation or reliability of the Grid, or reduce Grid operating costs, may also be authorized as Permitted Purposes under this Agreement, through processes and standards to be developed and agreed to by the Oversight Group established under this Agreement.
3. Covered Data to be shared pursuant to this Agreement is considered confidential, business sensitive, critical energy infrastructure information, and potentially harmful to competition if inappropriately disseminated. Thus, Covered Data (i) must be kept secret and protected from public or other unpermitted disclosure, (ii) may not be used for a purpose other than as expressly permitted by this Agreement, and (iii) must not be used, or made available for use, in Merchant/Market Function activities as defined herein.
4. Covered Data to be shared with Grid Operational Entities and Participants, and with Researchers, pursuant to this Agreement is considered by the Parties to be, and shall be

---

treated hereunder as, the property of the entire interconnected Grid. This reflects the fact that all Covered Data is itself a representation of the impact of the entire interconnected Grid on, and as measured at, each Covered Data collection point thereon. Thus, Covered Data collected at any point on the Grid is not considered or treated hereunder as solely the property of the owner of either (i) the location at which the Covered Data was collected, or (ii) the PMU or Synchrophasor collecting said data.

**(a)** NERC – consistent with its status as the designated North American Electric Reliability Organization – will protect and exercise the Grid’s overall rights in and to said data, on behalf of and in trust for all Parties and non-Party Grid Operational Entities and Participants, and in particular to ensure that any commercial product or service developed from the use or analysis of Covered Data or Derived Information is available to all Grid Operational Entities and Participants at prices, and under other terms and conditions, reasonable and acceptable to the Parties hereto, pursuant to Section VI, Paragraph 2 of this Agreement, as established through processes and standards to be developed and agreed to by the Oversight Group established hereunder.

**(b)** Data Providers, under Section VI, Paragraph 3 of this Agreement, may use any or all Covered Data that they collect at any point owned by said entity, or Derived Information created therefrom, for any of their own internal purposes – such as for internal operations or reliability – which use shall be outside of any control under this Agreement. However, a Data Provider’s use or analysis of Covered Data, wherever collected, or Derived Information created therefrom, for the creation of a commercial product or service for sale to another entity (“Commercial Use”), shall likewise be subject to Section VI, Paragraph 2 of this Agreement.

**5.** Potential Parties to this Agreement are intended to include Grid Operational Entities and any other entities that:

**(a)** create or collect Covered Data, and deliver it to NERC or Grid Operational Entities and Participants, for direct Grid operation and reliability;

**(b)** process and analyze Covered Data for direct or internal Grid operational and reliability purposes (i.e., neither for “Commercial Use” nor use as a “Researcher,” as such terms are defined herein); and/or

---

(c) Grid Participants and other entities that receive Covered Data or the result of any such aforesaid processing and analysis for their direct, internal use in Grid or non-Grid operations and reliability (although such entities need not be Parties).

6. Entities, including Parties hereto, wishing to use for research purposes any Covered Data that was not collected from a point owned by said entity (“Researchers”), must first obtain authorization from NERC, with such authorization to be governed by processes and standards to be developed and agreed to for this purpose by the Oversight Group established hereunder. The authorized access to Covered Data, and use thereof by, Researchers – although they not considered direct Parties hereto – shall be covered through this Agreement by separate, individual Synchrophasor Research Data-Sharing Agreement(s), based on this Agreement and substantially in the form attached hereto as Appendix B, which shall each become an Appendix hereto immediately as it is entered into.

### III. Definitions

1. **Agreement.** This document and all attached Annexes, Appendices, Schedules, etc., the terms of which are hereby incorporated by reference.
2. **Commercial Use.** Use or analysis of Covered Data or Derived Information for the creation or development of commercial products or services, for sale to another entity, that may be used to enhance the operational performance or reliability of the Grid, or reduce its operating costs.
3. **Covered Data.** Phasor Measurement Unit or Synchrophasor data, whether or not “real time,” including any other information that would allow the Covered Data to be identified as related to a specific Party. Covered Data does not include Derived Information, but Derived Information must be protected just as is Covered Data, unless explicit, written waiver of that requirement has been granted pursuant to this Agreement. Covered Data also does not include information that:
  - (1) prior to its receipt under this Agreement, was – as evidenced by a Party’s written records – (i) already in that Party’s possession without restriction on disclosure, or (ii) obtained from a third party legally free to disclose such information;
  - (2) is otherwise available from a public source;

---

(3) is, in a written document signed by NERC that is issued pursuant to policies and procedures established for this purpose by the Oversight Group established under this Agreement, authorized (i) for use without confidentiality restrictions, or (ii) as no longer requiring such restrictions; or,

(4) was developed by a Party independent of any disclosure made under this Agreement, as evidenced by that Party's written records.

4. **Data Protection and Confidentiality Statement.** A statement substantially as set forth in Appendix A hereto, which incorporates the terms of this Agreement by reference, and is intended to bind all signers thereof to this Agreement as described in Article VII hereto.
5. **Data Provider.** Any Party to this Agreement collecting and providing Covered Data pursuant hereto, and individual employees, contractors, and agents (lawyers, etc.) of any such Party.
6. **Data Recipient.** Any entity, whether or not a Party hereto, receiving Covered Data pursuant to this Agreement, for its own internal Grid or non-Grid operational or reliability use (and not as a Researcher), or for retransmission or other distribution for a Permitted Purpose as authorized herein, and all individual employees, contractors, delegates, agents, and lawyers, etc., of any such entity who have signed a Data Protection and Confidentiality Statement and thereby have been authorized under this Agreement to receive or have access to Covered Data.
7. **Derived Information.** Data or other information created by any entity from analysis of Covered Data received pursuant to this Agreement. Derived Information is to be considered, treated, and protected as if it were Covered Data – i.e., confidential, business sensitive, critical energy infrastructure information, potentially harmful to competition, and proprietary to the Grid hereunder – unless NERC has agreed to the contrary in a signed, written document.
8. **Grid.** The bulk electric segment of the North American electricity industry.
9. **Grid Operational Entity.** Any entity that operates, manages, or controls some portion of the Grid, with real-time operational and reliability responsibilities, including, for example and without limitation, “balancing authorities,” “reliability coordinators,” and “transmission operators.”

- 
- 10. Grid Participant.** Any entity that uses, or operates by means of, the Grid, but is not a Grid Operational Entity.
- 11. Merchant/Market Function.** Sale of electric energy to others.
- 12. NERC.** The North American Electric Reliability Corporation and any entity that NERC may delegate to conduct on its behalf all or part of its management tasks under this Agreement.
- 13. Oversight Group.** A group comprised of one representative from each direct, signatory Party to this Agreement, and that will be facilitated by NERC, and which will address issues related to the implementation of this Agreement, as further described in Section V of this Agreement.
- 14. Party/Parties.** Signatories to this Agreement and any related, associated, affiliated, or employed individual whether or not authorized as a Data Recipient. Researchers are not considered direct Parties hereto, but they and their access to and use of Covered Data are covered through this Agreement by separate, individual Synchrophasor Research Data-Sharing Agreement(s) based on this Agreement, substantially in the form attached hereto as Appendix B, which shall each become an Appendix hereto immediately as it is entered into.
- 15. Permitted Purposes.** Use of Covered Data for (i) directly maintaining and potentially improving the operational performance and reliability of the Grid, or reducing Grid operating costs, and (ii) research and analysis for better theoretical understanding of the operation and reliability of the Grid, or for Commercial Use, with all such research conditioned on prior authorization having been obtained through processes and standards to be developed and agreed to by the Oversight Group as specified herein.
- 16. Phasor Measurement Unit (“PMU”)/Synchrophasor.** A device for collecting information related to and reflecting Grid qualities such as system balance, power flow, and stability, widely separated voltages, and other complex and/or sinusoidal data that can be represented by vectors and phase angles, and as may be further specified in an Annex hereto.
- 17. Researcher.** Any entity, including a Party, that uses Covered Data not collected from a point owned by said entity in Permitted Purpose research which has been authorized through processes and standards to be developed and agreed to by the Oversight Group,

---

as further specified herein below, whatever the nature or structure of that entity, and whether or not already a direct Party hereto. Researchers are not themselves considered as direct Parties to this Agreement, but they and their access to and use of Covered Data are covered indirectly through this Agreement by separate, individual Synchrophasor Research Data-Sharing Agreement(s) based on this Agreement and substantially in the form attached hereto as Appendix B, which shall each become an Appendix hereto immediately as it is entered into.

- 18. Generally**, all other terms used herein that are not defined in this Agreement are to be interpreted as defined in the most current NERC Glossary of Terms Used in Reliability Standards.

#### **IV. Other/Controlling Authority**

- 1.** This Agreement has been drafted and is to be interpreted so that Parties hereto can (i) comply with laws, rules, regulations, orders and other requirements, now or hereafter in effect, of all legal or regulatory authorities having jurisdiction over the Covered Data, this Agreement, or any Party hereto, and (ii) still protect confidential Covered Data, as is intended by the Parties hereto. If a Party is required by any laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, to take any action that is different from those as contemplated under this Agreement, then that Party shall not be foreclosed by this Agreement from taking such action — provided, however, that said Party shall notify NERC before it takes any such action, as further described in Section VII herein below. To the extent the terms of this Agreement may come into conflict with an obligation of any Party under the NERC Bylaws and Reliability Standards, including Standards CIP-002 through CIP-009, such conflict shall be presented for resolution to the Oversight Group pursuant to processes to be developed and agreed to by the Oversight Group as further specified herein below.
- 2. Relationship to NERC Operating Reliability Data Agreement.** Except as set forth in this Agreement with respect to Covered Data as defined herein, nothing in this Agreement modifies any other agreements that may be in place between or among Parties hereto including, without limit, the provisions of any NERC Operating Reliability Data Agreement that may be in effect between the NERC and a Party hereto.

---

## V. Data Sharing and Use

1. NERC shall establish an Oversight Group comprised of one representative each from all direct, signatory Parties to this Agreement, and said Oversight Group will address, whenever appropriate and necessary:
  - (a) proposed changes to this Agreement, such as other requirements that all signatories hereto might need to meet in order to permit additional types of signatories to become Parties hereto;
  - (b) evaluation and approval of any entity to which NERC may seek to delegate any of its management duties under this Agreement; and,
  - (c) processes and standards by which
    - (i) non-Party Grid Operational Entities and Participants can have access to Covered Data;
    - (ii) Researchers (whether or not already Parties) may obtain facilitated approval for use of Covered Data for research related to Permitted Purposes;
    - (iii) Derived Information can, on an expedited basis, be granted a signed, written waiver from the normal requirement that such information must be treated and protected to the same degree as Covered Data;
    - (iv) data protections may be evaluated as satisfactory, particularly when concerns about a Data Recipient's or Researcher's practices have been presented to NERC for its review;
    - (v) commercial software or hardware tools for Grid analysis, operation, control, or cost reduction, or similar services, developed from access to and analysis of Covered Data, may be made available to all Grid Operational Entities or Participants at prices, and under other terms and conditions, reasonable and acceptable to the Parties hereto; and,
    - (vi) legal requirements to disclose Covered Data or protected Derived Information, disputes, breaches of this Agreement, and other matters brought to its attention can be expeditiously, efficiently, and justly resolved (based as closely as is practicable upon the dispute resolution procedures of NERC).
2. Unless required in a written Appendix to this Agreement, Covered Data will be shared "unprocessed": i.e., as originally generated, or – if so requested by the Data Recipient,

---

and in NERC's sole discretion possible for NERC to provide – in an alternative format that allows easier processing without loss of any underlying information. If so required by a written Appendix hereto, Covered Data that must be provided in an “anonymized and historical” format will be provided aggregated and stripped of any easily identifiable individual information, and no less than 60 days old.

3. Covered Data shall only be given to Data Recipients with a need to have access thereto solely for Permitted Purposes. Without limiting the foregoing, Covered Data must be kept separate from any entity's Merchant/Market Function, except (a) during an emergency as defined by NERC, (b) as may be compelled by law or judicial or regulatory order or directive, and/or (c) as otherwise required under rules and regulations of the Federal Energy Regulatory Commission or other applicable governmental authorities as defined in NERC's bylaws.
4. Data Providers hereby consent to NERC providing Covered Data to Researchers (whether or not already Parties hereto) solely for research pertaining to Permitted Purposes, provided that (a) the research project has received prior approval from NERC pursuant to processes and standards to be developed and agreed to for this purpose by the Oversight Group established hereunder, and (b) each such Researcher has executed a Synchrophasor Research Data-Sharing Agreement (including any applicable Researcher Confidentiality and Data Protection Statement) that is both based on this Agreement and substantially in the form attached hereto as Appendix B, each of which shall become an Appendix hereto immediately as it is entered into.
5. Transfer of Covered Data to a Data Recipient does not imply any
  - (a) grant of any
    - (i) authority to place on any other entity's system a PMU, Synchrophasor, or any other similar or comparable measurement or analysis device, or
    - (ii) right to access any other entity's own PMU(s), Synchrophasor(s), or any other similar or comparable measurement or analysis device(s); or,
  - (b) transfer of any responsibility for any Grid or non-Grid operational or reliability control.

---

## **VI. Intellectual Property**

1. Other than as permitted by Section XIII herein, transfer of Covered Data to any Data Recipient does not imply any
  - (a) transfer of any intellectual property rights, or of any other rights, thereto;
  - (b) grant of any authority to access or utilize any other data, program, model, or other intellectual property of any other entity, whether or not it includes or was based upon the same or similar Covered Data; or
  - (c) transfer or grant of any portion of the intellectual property developed by any other entity from the same or similar Covered Data.
2. In full and fair exchange for having obtained free access to certain valuable property of the interconnected Grid – i.e., Covered Data – all Parties hereby grant to NERC, on behalf and for the benefit of every other individual Party, and all other non-Party Grid Operational Entities and Participants, a limited, irrevocable, non-exclusive, non-transferable, non-sub-licensable license to any and all Derived Information obtained therefrom, to the following extent:
  - (a) all non-secret studies or reports produced by any Party based on their access to and/or use of Covered Data shall be provided at no cost to NERC, for its provision to any Grid Operational Entity or Participant at no additional cost, without representation or warranty by any entity; and,
  - (b) commercial software or hardware tools for Grid analysis, operation, control, or cost reduction, or similar services, developed by a Party from the use or analysis of Covered Data or Derived Information, shall be made available to any Grid Operational Entity or Participant at prices, and under other terms and conditions, reasonable and acceptable to the Parties hereto, established through processes and standards to be developed and agreed to by the Oversight Group established hereunder.
3. Other than as noted in Section VI, Paragraph 2 above – that the Commercial Use of any Covered Data or Derived Information, wherever and however obtained, must be authorized under this Agreement – nothing in this Agreement is intended to
  - (a) restrict the right of a Data Provider to use, dispose of, copy, or share the Covered Data submitted by such Party to NERC for sharing hereunder

- 
- (i) as such Party determines is appropriate,
  - (ii) as may be permitted or required by law and regulation, and
  - (iii) is not otherwise prohibited due to its nature as confidential, business sensitive, critical energy infrastructure information, or potentially harmful to competition;
- (b) provide NERC with a license to use any Derived Information developed by a Data Provider from Covered Data that they collect at any point owned by said entity for any of their own internal purposes – such as for Grid or non-Grid operations or reliability – which use shall be outside of any control under this Agreement; or,
- (c) otherwise restrict any use or analysis any Party may make of Covered Data collected at any point owned by said entity but not shared hereunder.
4. Nothing herein grants any Party any right to use the corporate name, logo, trademark, or other signifying sign of another Party, any Data Recipient, or any other entity, without prior express written authorization by the owner thereof.

## **VII. Protection of Covered Data and Derived Information**

1. When so required by a written Appendix to this Agreement, Covered Data to be provided in an “anonymized and historical” format will be aggregated and stripped of any easily identifiable individual information, and no less than 60 days old.
2. Data Recipients shall exercise due diligence and make all reasonable efforts, as permitted by law, to protect and maintain the secrecy of Covered Data, including any Derived Information (except where a written waiver to that requirement has been granted by NERC in accord with policies and procedures developed by the Oversight Group as specified herein above), to prevent any unpermitted release thereof to, or any access by, the public or any unauthorized recipient — such as anyone acting in a Merchant/Market Function, or any unauthorized use thereof — such as for any purpose other than a Permitted Purpose. The obligations herein shall survive and continue after the termination of this Agreement, for so long as is retained either Covered Data, or Derived Information regarding which the requirement of protection has not been waived in accordance herewith.

- 
- 3.** Data Recipients shall exercise due diligence and make all reasonable efforts, as permitted by law, to oppose or prevent legally “compelled disclosure” of Covered Data, or Derived Information (when a written waiver for the protection thereof has not been granted as specified herein above), to any non-Party or other unauthorized entity, including at least the following actions:
- (a)** provide immediate notice to NERC of any such release as may be threatened or pending, so as to permit NERC sufficient time to oppose or challenge such disclosure, including appeals;
  - (b)** provide all reasonable assistance to NERC as may be requested;
  - (c)** request an appropriate protective order;
  - (d)** seek, as may be necessary and appropriate, the assistance of the United States Federal Energy Regulatory Commission (“FERC”) and/or Department of Homeland Security (“DHS”), and, as relevant, their Canadian counterpart(s), for treatment and protection of the data as (under their respective regulations) Critical Energy Infrastructure Information (“CEII”) and/or Critical Infrastructure Information (“CII”) and/or their relevant Canadian equivalents; and,
  - (e)** release only the most minimal data as may be finally required.
- 4.** Data Recipients cannot publish or present any research findings, or file for any patent, based on their receipt of, access to, and/or use or analysis of Covered Data, before providing written notice to NERC, including a reasonable opportunity to review the proposed findings or filing, and receipt in return of written clearance from NERC.
- (a)** Said review and clearance is solely, and shall be used only, in order to keep secret, and protect from public or other unpermitted disclosure, any confidential, business sensitive, critical energy infrastructure information that may be harmful to competition if inappropriately disseminated. This provision is intended solely for the protection of the operation and reliability of the Grid, the security of Grid infrastructure, and the fairness and openness of market operations related to the Grid. It is not intended, and shall not be used, to unnecessarily limit the research freedom, or otherwise unnecessarily encumber any intellectual property, of any Party or Data Recipient.

- 
- (b) For the aforesaid purpose, NERC may require redaction of any specific information from the aforementioned proposed publication, presentation, or filing, and may refuse any or all permission to so publish, present, or file, in reasonable exercise of its sole discretion.
- (c) NERC will review any submitted publication, presentation, or filing, and respond to the requesting entity, within fifteen (15) business days of receipt of the aforementioned request with approval, redaction, or denial of the aforesaid publication, presentation, or filing, including with any redaction or denial each specific security or reliability concern, and referencing the specific content on which any such concern is based.
- (d) Violation of this requirement is sufficient grounds for (i) immediate termination of this Agreement with regard to any Party (or the applicable Synchrophasor Research Data-Sharing Agreement with regard to any Researcher), and (ii) NERC to seek immediate judicial relief without resort to non-judicial resolution as otherwise provided herein.
5. Data Recipients shall also provide written notice to NERC, and NERC will notify any impacted Data Provider, of:
- (a) any and each release of Covered Data to a non-Party, or other breach of secrecy or security hereunder, with the details both of said release and breach and all measures taken to prevent a repetition thereof; and
- (b) every instance where Covered Data is shared with or provided to any entity's Merchant/Market Function during an emergency as defined by NERC, with a complete explanation of why said event qualified as an emergency.
6. Every individual associated with a Data Recipient, including employees, contractors, and agents such as lawyers, etc., with access to Covered Data shall sign an individual Data Protection and Confidentiality Statement, to be retained by said entity for potential review by NERC, and which shall become, and be treated as, an Annex to this Agreement. The required terms of each Data Protection and Confidentiality Statement are set forth in Appendix A hereto, and the terms of this Agreement are hereby incorporated therein by reference, and further, all signatories thereto agree to be subject to this Agreement as though it were set forth fully therein.

- 
7. Data Recipients will exercise all reasonable efforts to label Covered Data when received as “Confidential and Proprietary Transmission Data,” and otherwise protect Covered Data by techniques as may be specified in an Appendix hereto.
  8. Data Recipients must also ensure that sufficient internal training is in place to insure that Covered Data can only be used for a Permitted Purpose consistent with this Agreement, and that it is not accessible to any Merchant/Market Function activities.
  9. If a Party believes that NERC, another Party, a Data Recipient, or a Researcher, is not adequately protecting Covered Data or Derived Information (except where a waiver to the requirements for protection of Derived Data has been granted by NERC in accord with policies and procedures developed by the Oversight Group), then said Party must first raise its concerns with said other entity, and then, if they are unable to resolve the issue, next bring its concerns before the Oversight Group for resolution pursuant to the dispute resolution procedures stipulated herein below.

#### **VIII. Integration, Amendment, and Severability**

1. This Agreement sets forth the entire agreement and understanding between or among the Parties, and supersedes all prior oral or written understandings, representations, and discussions between them respecting the subject matter thereof. Further:
  - (a) No rights, obligations or terms other than those expressly stated herein are to be implied from any term of this Agreement.
  - (b) The entirety of this Agreement includes all attached Annexes, Appendices, Schedules, etc., as they may be revised from time to time as described herein, and the terms of which are, hereby, incorporated herein by reference, and, further, all Parties hereto agree to be subject to them as though they were set forth fully herein.
  - (c) This Agreement may be signed in multiple originals.
2. There shall be no changes, amendments, alternatives or exceptions to this Agreement unless such are made in writing and signed by an authorized representative of each extant Party hereto. Additional or later Parties hereto shall take this Agreement as it exists at the time they enter into it, however it may have been properly modified prior to that time.
3. In the event any provision of this Agreement shall be found to be illegal or unenforceable, then – notwithstanding such illegality or unenforceability – this

---

Agreement shall continue in full force and effect and there shall be substituted for such illegal or unenforceable provision a like, but legal and enforceable, provision which as closely as legally possible reflects the intent and effect of the original provision. In the event a like but legal and enforceable provision cannot be so substituted, the illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect.

## **IX. Term & Termination**

1. The term of this Agreement shall commence immediately upon the signature by authorized individuals, and shall remain in effect until terminated pursuant hereto.
2. It is expressly understood that NERC may temporarily suspend, in whole or part, the provision of Covered Data to any Data Recipient, or any other form of said entity's access to Covered Data under this Agreement, for any cause, in the reasonable exercise of its sole discretion, including without limitation emergencies, maintenance, or other operational requirements of the Grid.
3. Any Party, within its sole discretion and without penalty, wishing for any reason to terminate this Agreement as to that party shall notify NERC in writing of its desire to terminate this Agreement, which shall be effective thirty (30) days after receipt thereof. However,
  - (a) termination of a Party's participation in this Agreement shall not effect the continuation of this Agreement as between or among all other Parties hereto; and,
  - (b) upon a Data Provider's failure to provide NERC with Covered Data as contemplated under this Agreement, or notice by a Data Provider of its intent to stop providing Covered Data to NERC under this Agreement, NERC may treat that failure or notice as a breach of this Agreement and immediately stop providing to said entity any Covered Data or other benefit associated with being a Party to this Agreement, without needing to wait until the end of the aforesaid thirty (30) day period.
4. NERC may, within twenty-one (21) days, by written notice, terminate the Party status of any Party to this Agreement for actions of said Party that, in the reasonable exercise of NERC's sole discretion, are in violation of the terms, purposes, or intent of this Agreement. Such termination may include termination of all future access to Covered

---

Data, as well as require the immediate return or destruction, at NERC's choice in the reasonable exercise of its sole discretion, of all Covered Data already received.

5. Certain duties under this Agreement shall remain operative after termination of this Agreement — in particular, pursuant to Section X, Paragraph 3 herein below, indemnification for any liability accruing to another Party as a result of any Party's unpermitted or unauthorized disclosure of Covered Data, and – at NERC's sole discretion expressed in writing at the termination of this Agreement – the continued protection and security of any retained Covered Data or Derived Information (except where a waiver to the requirements for protection of Derived Data has been granted by NERC in accord with policies and procedures developed by the Oversight Group).

#### **X. Disclaimer, Limitation of Liability, Hold Harmless & Indemnity**

1. Each Data Recipient acknowledges and agrees that NERC and other Data Providers have generated and gathered Covered Data solely to meet their own Grid operational and reliability responsibilities and the Grid's needs. Therefore, and including when Covered Data has been required to be provided in an “anonymized and historical” format, or is provided at their own request in a more convenient “alternative” format, each as described herein above, each Data Recipient shall receive any and all Covered Data “as is” and without regard to any faults, errors, defects, inaccuracies, and omissions therein. Further:
  - (a) No Party hereto makes any representations or warranties whatsoever with respect to the availability, timeliness, accuracy, reliability, or suitability of any Covered Data provided pursuant to this Agreement.
  - (b) Each Data Recipient expressly disclaims all right to enforce representations, warranties, and assurances of any kind, express or implied, with respect to Covered Data. By way of illustration and without limiting the generality of the foregoing, each Data Recipient expressly disclaims receipt of any warranty of merchantability, non-infringement, fitness for a particular purpose, efficacy, or safety.
  - (c) Each Data Recipient assumes any and all risk and responsibility for use of, and any reliance on, Covered Data, and disclaims and waives all other rights and remedies that it otherwise may have with respect thereto.

- 
2. Except for an intentional disclosure of Covered Data in violation or other breach of this Agreement, no Party shall be liable for any direct, indirect, consequential, punitive, or other damages suffered by any other Party resulting from access to or use of any Covered Data, including by way of illustration and without limiting the generality of the foregoing, loss of profit, loss of use, or loss of revenue or business opportunities connected in any way to any of the activities undertaken pursuant to this Agreement.
  3. Notwithstanding any liability limitation herein:
    - (a) A Data Recipient shall hold harmless and indemnify any Party hereto against all loss, damage and expenses, including attorneys' fees and other costs, for any cause of action that arises out of or relates to said Data Recipient's access to, or knowledge, receipt, or use of, Covered Data. At its option, NERC shall have full control over the conduct and settlement of any such action, and said Data Recipient agrees to cooperate fully with NERC. Nothing herein shall limit NERC's authority to exercise any rights and remedies to which any Data Provider may be entitled by law or in equity by virtue of a Data Recipient's access to, or knowledge, receipt, or use of, Covered Data under this Agreement. If a Party believes that NERC, in taking such action on behalf of a Party, is not adequately representing that Party's interests with respect to the protection or use of Covered Data, then said Party must raise its concerns to the Oversight Group for resolution pursuant to the dispute resolution procedures stipulated herein below.
    - (b) The Parties expressly acknowledge and agree that any improper disclosure of Covered Data might result in a violation of applicable federal, state, or Provincial laws or regulations that could result in the imposition of civil or criminal fines, penalties, or forfeitures. In the event that the Data Recipient discloses Covered Data in contravention to this Agreement, and such disclosure results in the imposition of any fine, penalty or forfeiture on any Data Provider, then the Data Recipient making such disclosure shall indemnify and hold the penalized Data Provider harmless from any and all such fines, penalties and forfeitures of any kind, character or amount, and shall, upon written demand, pay to said Data Provider any amount assessed by way of fine, penalty or forfeiture arising from said impermissible disclosure of such Covered Data, except to the extent of the otherwise indemnified Data Provider's own

---

negligence. This right to indemnification shall survive the termination of this Agreement and shall remain in full force and effect for so long as any regulatory agency or authority can seek to impose any such fine, penalty or forfeiture for such disclosure.

## **XI. Governing Law, Preemption, Interpretation, Dispute Resolution, and Remedies**

1. This Agreement shall be governed by, subject to, and construed in all respects in accordance with the law of the State of New Jersey without regard to that state's conflict of laws principles, except to the extent there is no such law, in which case it shall be in accordance with the Federal laws of the United States, except to the extent there is no such law, in which case it shall be governed by, subject to, and construed in all respects in accordance with federal, Provincial, or state laws of Canada or Mexico, if and as applicable.
2. No rights, obligations or terms other than those expressly recited herein are to be implied from this Agreement. By way of illustration and without limiting the generality of the foregoing:
  - (a) Nothing contained in this Agreement shall be construed as creating any joint venture, teaming agreement, partnership, or other formal business organization, or agency arrangement. At all times the Parties shall be considered as independent contractors.
  - (b) No Party is required by virtue of this Agreement to enter into a future commercial or business relationship with another Party.
  - (c) Nothing contained herein shall be construed as creating an exclusive dealing agreement.
  - (d) Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but shall be construed in the manner that most accurately reflects a Party's intent as of the date said Party executed this Agreement, and any amendment thereto properly made as specified herein above.
3. Other than in cases where a Data Recipient fails to obtain prior written permission to publish or present, or to file for a patent, any disputes arising over issues regarding this Agreement shall be settled in accordance with the dispute resolution procedures of NERC. If a Party believes that NERC is not adequately representing that Party's interests

---

with respect to the protection or use of Covered Data, then said Party must raise its concerns to the Oversight Group for resolution pursuant to its own procedures.

Notwithstanding those procedures, if a concern has not been resolved to the satisfaction of the aforesaid Party within 3 months after its concern was raised, then that Party is free to pursue any other remedy to which that Party is otherwise entitled at law or in equity.

4. Each Data Recipient recognizes that unauthorized use or disclosure of Covered Data may give rise to irreparable injury to NERC, other Parties to this Agreement, and/or the Grid, inadequately compensable in damages, and that NERC, in the first instance, or – if a concern raised to the Oversight Group has not been satisfactorily resolved as stipulated herein above – any aggrieved Party, may seek and obtain injunctive relief, specific performance or other comparable equitable relief against the breach or threatened breach of the Data Recipient’s obligations under this Agreement, without proof of actual damages, in addition to any other legal remedies which may be available to NERC or the aforesaid aggrieved Party. In addition to the equitable relief identified above, NERC or the aforesaid aggrieved Party shall be entitled to recover from Data Recipient, its directors, officers, agents, contractors, employees, etc., any gains that said Data Recipient wrongfully acquired, directly or indirectly, as a result of any unauthorized disclosure or use of Covered Data.

## **XII. Form of Notice**

1. All notices and other communications required or permitted under this Agreement shall be in writing, and shall be (a) delivered in person, (b) sent by U.S. overnight mail or commercial overnight delivery service with receipt notification, or (c) sent by email or other electronic transmission, such as facsimile transmission, with an original sent immediately thereafter by certified, postage prepaid mail. All such notices and communications shall be properly addressed as follows:

[\_\_\_\_\_Party\_Name\_\_\_\_\_]

[\_\_\_\_\_Address\_\_\_\_\_]

[\_\_\_\_\_Address\_\_\_\_\_]

[\_\_\_\_\_Address\_\_\_\_\_]

Attn: [\_Authorized\_Individual\_]

Telephone: [\_\_\_\_\_]

E-mail address: [\_\_\_\_\_]

- 
2. A Party may from time to time change its authorized signatory individual representative, or its address, by providing notice to NERC and specifying the new authorized individual or address. This Agreement remains binding upon any Party once its authorized representative signs, whether or not at some later date that representative ceases to be so authorized for said Party. This Agreement shall be terminated for that Party only when a currently authorized representative notifies NERC, pursuant hereto, that said Party wishes to withdraw from the Agreement.

### **XIII. Assignment & Successors**

Neither this Agreement nor any rights under this Agreement are assignable or otherwise transferable by any Party, in whole or in part — provided, however, that any Party may assign or transfer this Agreement and their rights hereunder to any lawful successor entity upon (i) advance written notice to NERC, and (ii) NERC's subsequent concurrence thereto in writing, which shall not be unreasonably delayed or withheld, and (iii) provided that such successor entity agrees in advance, in writing, to the terms and conditions hereof and agrees to become a Party hereto.

### **XIV. Waiver**

No provision of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or consent shall be in writing and signed by NERC, or where NERC itself is the breaching Party, by a duly authorized representative for the Oversight Group acting on behalf of all the Parties. No consent to, or waiver of, a breach by any Party, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach by said, or any other, Party.

[Remainder of page intentionally blank]

---

**NORTH AMERICAN ELECTRIC  
RELIABILITY CORPORATION**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signatory Organization:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

## Appendix A

### RECIPIENT DATA PROTECTION AND CONFIDENTIALITY STATEMENT

Pursuant to the Industry Synchrophasor Data-Sharing Agreement between the North American Electric Reliability Corporation (NERC) and *[Name of Data Recipient]*, as an individual associated with Data Recipient (whether employee, contractor, or agent) with access to Covered Data as specified in that Agreement, I hereby acknowledge that the terms of the aforesaid Agreement, as may be modified from time to time, are incorporated herein, in their entirety, and further that I am subject to that Agreement as though it were set forth fully herein. I also affirm that I have read the terms of the aforementioned Agreement, and agree to abide by them, in particular regarding the permitted use of, and required protective measures applicable to, Covered Data and Derived Information, which is sensitive, confidential, proprietary to the North American bulk electric system (“Grid”), must be used exclusively for Permitted Purposes as defined in the aforesaid Agreement, such as Grid operational control or reliability, and shall be immediately returned to NERC at its direction.

#### Data Recipient Signature and Acknowledgement

**Organization:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

**Appendix B**

**Standard Form of  
“Synchrophasor Research Data-Sharing Agreement”**

**(Attached)**