

American Public Power Association

Request for Proposal: Data Aggregation Framework for OT Cybersecurity Data Information Sharing and Collective Defense

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I. INVITATION TO SUBMIT PROPOSAL

The American Public Power Association (APPA) is soliciting proposals for a vendor(s) to assist and support the development of a data aggregation framework under APPA’s Cooperative Agreement with the U.S. Department of Energy (DOE) Office of Cybersecurity, Energy Security, and Emergency Response (CESER). This program’s goal is to refine existing, but disparate, operational technology (OT) cybersecurity models, frameworks, and monitoring criteria into more uniform hardware specifications and guidance to facilitate improved deployment at small- and medium-sized public power utilities.

A. Introduction

DOE entered into a Cooperative Agreement with APPA, Award Number DE-CR0000007, to develop and deploy cyber and cyber-physical OT solutions within the public power community. This agreement establishes APPA’s partnership with DOE, under which the association will utilize its unique capabilities and position as a convener of community-owned electric utilities to work with DOE CESER, as well as the National Energy Technology Laboratory (NETL), to develop, demonstrate, and deploy cyber and cyber-physical OT solutions within the public power community.

Through this cooperative agreement with DOE, APPA will work to solve organizational coordination challenges by developing an independent, secure, and replicable OT data aggregation model and framework. This framework will allow participants to anonymously deliver threat data from deployed hardware to cybersecurity information sharing analysis centers to perform deep analysis. As this analysis identifies patterns and detects threats, the analysis centers can refine cyber threat and mitigation recommendations to inform public power utilities and to help them reduce risk. Likewise, this approach should allow for sharing the OT data for deeper analysis with the broader electricity subsector to enhance and reinforce collective defense.

Overall, the proposer will support APPA on the tasks described in the Statement of Work (SOW).

B. American Public Power Association Background

APPA serves over 2,000 community- and state-owned electric utilities. APPA provides representation, information, counseling, and other services in the areas of:

- Federal rules and regulations
- Engineering and operations, including cybersecurity activities
- Accounting and finance
- Marketing trends
- New technologies
- Human resources
- Customer services
- Energy research
- Communications
- Energy services

Founded in 1940, APPA works in partnership with the nation’s public power systems to help increase productivity, control rates, protect their community’s investment in public power, and enhance their ability

to compete. Most publicly owned electric utilities are located in communities with populations of 10,000 or less. Nationally, public power serves approximately 15 percent of all U.S. customers.

C. Overall Approach

Participating small- to medium-sized utilities in this cooperative agreement collect and use data critical to grid security and the safety of their customers. This project will enable member utility participants to anonymously deliver threat data from deployed hardware to cybersecurity information sharing analysis centers to perform deep analysis and to receive timely and actionable and consumable OT threat data and mitigation recommendations. This project will increase visibility of internal utility networks for utility-controlled OT cybersecurity defense.

As public power utilities deploy OT sensor technology under the DOE cooperative agreement, members will benefit from a methodology for information sharing that allows aggregated and anonymized OT sensor data to move from where it is collected to where it can be analyzed. Participating utilities in our program will benefit from a framework and methodology for information sharing to allow OT cybersecurity data to move in a secure and anonymized fashion from municipal utilities to analysis providers.

The project will deliver a technical framework and methodology for participating utilities that they may securely share anonymized, aggregated OT data with analysis providers. The project will also include the legal framework to track and manage data ownership as it moves from one entity to another.

D. Role of APPA

1. Assign a Program Manager.
2. After awarding the contract, APPA will work with the proposer to establish a project schedule as defined in the SOW.
3. Work with the proposer to determine parameters of deliverables to APPA and any associated project collateral.
4. Lead meetings between vendor and APPA members during technical meetings as vendor gathers framework specifications.
5. APPA will provide access to its members through meetings of the Cybersecurity Defense Community (CDC) and various APPA groups and certain databases of demographic data, if needed, to help inform the materials.
6. APPA's Principal Investigator will be responsible for the presentation of material to DOE and APPA leadership and APPA members. Proposer may be included in meetings and present materials at APPA's discretion.
7. APPA will assign various staff and/or contracted technical consultants to work with the Proposer. The APPA staff representative will review documents developed by the Proposer in sufficient detail to ensure understanding by others of the purpose, timing, and deliverables.
8. APPA will provide edits to documents and approve all deliverables before documents are submitted to DOE, APPA leadership, and/or to APPA members.
9. APPA will provide final editing and graphic design services for publishing the final deliverables.

II. STATEMENT OF WORK (SOW)

A. Period of Performance

Date of award until September 24, 2025

Note: All tasks may be reviewed and adjusted, in coordination with the proposer, based on guidance from the U.S. Department of Energy.

B. Objective: Develop a Data Aggregation Platform

APPA will work with industry partners to develop a framework and methodology for information sharing to allow OT cybersecurity data to move in a secure and anonymized fashion from municipal utilities to analysis providers. APPA will also establish suitable agreements related to data ownership and control for stakeholders. The project will also include setting up a legal framework and applicable agreements between stakeholders to share anonymized data from point-to-point.

An initial concept for a Hybrid Sensor Concept Architecture Diagram is provided as Figure 1.

Please note that is a conceptual framework developed in 2020 and may be modified in the final deliverable of this RFP.

Additionally, APPA may work to develop and deploy one or many instances of stable data connection technologies and establish a framework for accessing and sharing this data for threat analysis to key analysis partners in the electricity subsector.

This task may include a neutral intermediary, as needed, and a connecting platform for cybersecurity data to facilitate the secure collection and transport of OT cybersecurity data streams to/from analysis provider(s) (e.g., E-ISAC, MS-ISAC, and the ETAC).

Hybrid Sensor Concept: Problem Statements

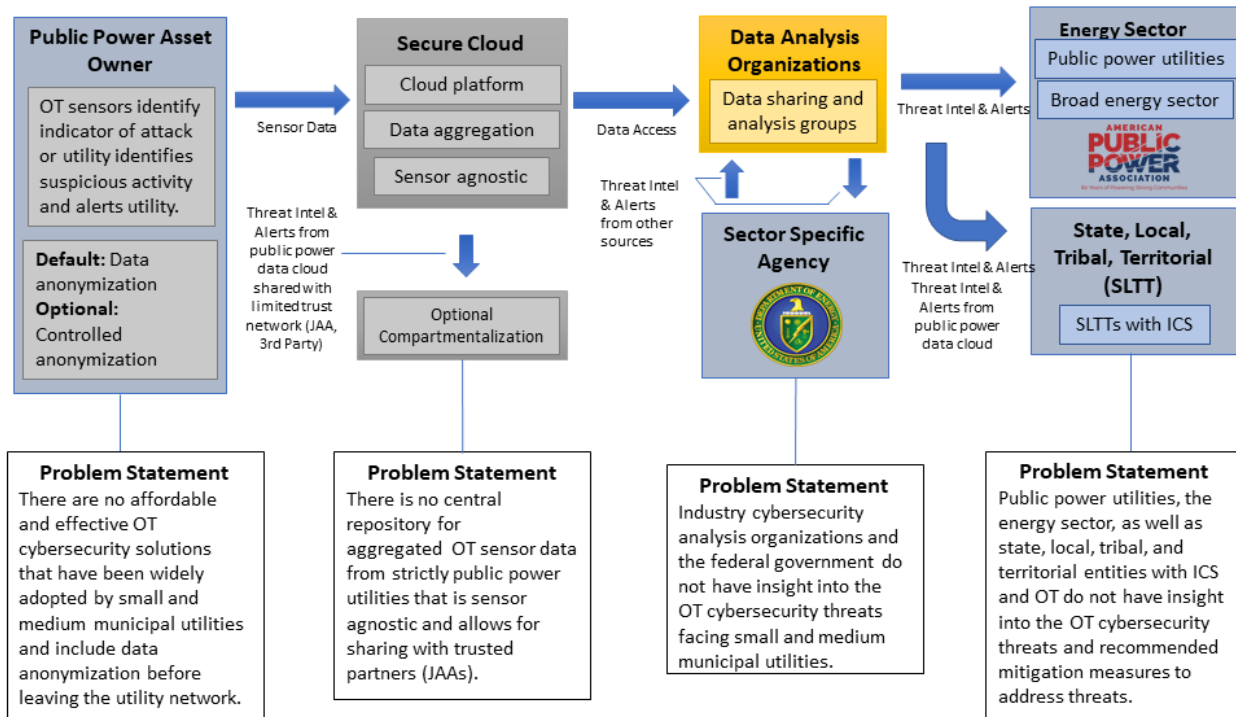


Figure 1. Hybrid Sensor Concept Architecture

C. Technical Approach

- APPA will contract for the development of a methodology, guidance, and framework, including technical specifications for secure data aggregation for anonymized OT data streams. This methodology, guidance, framework, and association technical specifications will be utilized in work conducted for future CA tasks.
- APPA will contract for the development of technical and legal requirements for a RFP for cloud service providers and other commercial applications to securely store OT data.
- APPA will coordinate with vendor to utilize the APPA-sponsored Cybersecurity Defense Community (CDC).
- APPA will coordinate with vendor to collaborate with the Electricity Information Sharing and Analysis Center (E-ISAC), as well as the Multi-State Electricity Information Sharing and Analysis Center (MS-ISAC), and DOE’s Energy Threat Analysis Center (ETAC).
- Subsequent to the completion of this scope of work, APPA will use the structures and agreements formulated along with technical methods identified for the transport and storage of data to test the movement of relevant OT data from

deployed sensors to analysis centers.

- Subsequent to the completion of this scope of work, APPA will develop a final set of procedures, including a framework and model, as well as the documents required to support and maintain consistent data ownership and control from utility to analysis provider.

D. Overall APPA Expected Outcomes

- Public power utilities will have a method to share OT cybersecurity data securely and anonymously with analysis providers (e.g., E-ISAC, MS-ISAC, and ETAC).

E. Role of Vendor

The Proposer services will include but are not limited to:

1. Attending meetings (may be virtual) with APPA staff to reach an agreement on the final outline of the contents and specifications; the electronic format of the product(s); and the protocols and procedures for updating the electronic version of the products.
2. Attending meetings (may be virtual) with APPA membership and staff to map OT data feeds and develop technical specifications.
3. Preparing material according to APPA style guide, which APPA will provide to the proposer. All deliverables will include the acknowledgement and disclaimer language required by the U.S. Department of Energy and provided under Terms and Conditions of this request for proposal.
4. Preparing draft products in compliance with the specifications agreed to during the meetings outlined in Section II. E. 1.
5. Providing the electronic version of the first draft to the APPA Program Manager and other selected reviewers.
6. Incorporating suggestions to the first draft into the final draft for review by the APPA Program Manager and other selected reviewers.
7. Providing the electronic version of the final draft to the APPA Program Manager and other selected reviewers for final review.
8. Incorporating any comments on the final draft into the final version.
9. Providing the electronic version of the final products to the APPA Program Manager and other selected APPA staff.
10. Participating in weekly or bi-weekly progress meetings (virtual) with APPA.
11. Participating in CDC meetings in coordination with APPA, as needed.

F. Scope of Work

The vendor will be responsible for several specific tasks specified in the proposer response spreadsheet in support of the overall objective:

1. Coordinate with APPA to utilize the CDC to collect technical specifications needed for secure data aggregation for anonymized OT data streams.
2. Coordinate with APPA to utilize the CDC to collect legal requirements needed for secure data aggregation for anonymized OT data streams.
3. Develop a methodology, guidance, and framework, including technical specifications for secure

data aggregation for anonymized OT data streams sharing to allow OT cybersecurity data to move in a secure and anonymized fashion from municipal utilities to analysis providers. This methodology, guidance, framework, and association technical specifications will be utilized in work for future CA tasks.

4. Work with CDC members to develop guidance and implementation documentation.
5. Work with CDC members to evaluate commercial applications of log forwarding and event correlation applications that can be modified for smaller scale operations.
6. Coordinate with APPA to collaborate with the Electricity Information Sharing and Analysis Center (E-ISAC), as well as the Multi-State Electricity Information Sharing and Analysis Center (MS-ISAC), and DOE to develop and collect technical specifications needed for secure data aggregation for anonymized OT data streams, based off recommendations from CDC members.
7. Coordinate with APPA to collaborate with the Electricity Information Sharing and Analysis Center (E-ISAC), as well as the Multi-State Electricity Information Sharing and Analysis Center (MS-ISAC), and DOE to develop and collect legal specifications needed for secure data aggregation for anonymized OT data streams, based off recommendations from CDC members.
8. Develop technical requirements for RFP for cloud service providers and other commercial applications to securely store OT data.
9. Develop legal requirements for RFP for cloud service providers and other commercial applications to securely store OT data.

G. Budget for Proposer

\$150,000

G. Deliverables

- Monthly Project Reporting
- Schedule; Methodology; Guidance; Framework; Technical Specifications
- Technical requirements for RFP for cloud service providers
- Legal requirements for RFP for cloud service providers

III. PROPOSAL PREPARATION

The proposal shall be based upon the tasks outlined in this RFP, in addition to:

- **Cover Letter:** A brief introduction identifying the Proposer's overall experience. This introduction should explain how your firm distinguishes itself from your competitors in providing services like those sought pursuant to this RFP.
- **Proposer response spreadsheet:** Vendors responding to this proposal should fill out the attached proposer response spreadsheet.

Please note that depending upon Proposer's areas of expertise, it is acceptable to only bid on one or more of the tasks relating to Technical Specifications and Legal Requirements. Please indicate in your submission whether you are submitting a proposal for either one or both of the tasks in this RFP.

IV. TERMS AND CONDITIONS

A. General

The contract awarded under this proposal will be concluded upon acceptance of the final documents by APPA on September 24, 2025.

This project is being funded through a Cooperative Agreement with the Department of Energy. The proposer selected to perform this work is responsible for ensuring that the execution of this project will comply with applicable sections of relevant requirements of the APPA/Department of Energy (DOE) Cooperative Agreement DE-CR0000007 dated September 24, 2021, including the requirements outlined in 2 C.F.R. part 200 and 2 CFR Part 200 Appendix II, 2 CFR part 910.

B. Ownership

The products and all data developed or received by the proposer pursuant to the Contract shall become the property of APPA and shall be delivered to APPA upon request of the program manager or upon termination of the Contract, whichever is earlier. APPA will have the unlimited right to publish, modify, not publish, duplicate, distribute and give away or sell the products, whether finished or unfinished, under the contract.

C. Liability and Indemnification

The proposer will agree to defend APPA against any claims to intellectual property infringement and to indemnify APPA against any costs, expenses, and damages that result from third-party claims.

D. Payments

Final payment will be processed and delivered to the successful proposer once the deliverables are provided in compliance with the terms set forth in the executed contract. No payment will be made for work done beyond that called for in the contract price, unless agreed to in writing by the APPA Program Manager.

The payment schedule for the contract price is subject to negotiation between APPA and the proposer, based upon agreed milestones of work completion.

The amount of money available for SOW is not to exceed a fee as specified in the executed contract. This is an ongoing professional services project.

Payments will be processed and delivered to the Proposer based upon the agreed upon schedule and approved by the Program Manager.

E. News Releases

News releases pertaining to the selection of the Vendor shall not be made without prior written permission of APPA.

V. RFP PROCESS

1. APPA Issues RFP
2. APPA hosts RFP Webinar
 - a. Potential bidders will receive a link to the webinar when available
 - b. APPA will provide an overview of the RFP and will address any questions formally received prior to the Webinar time and date
 - c. APPA will address any questions received during the Webinar
 - d. A recording of the RFP overview session will be made available to all attendees and any bidders that contacted us with an intent to bid
3. Bidders assert Intent to Bid
4. Bidders submit Questions
5. APPA responds to Questions
6. Bidders submit Proposals
7. APPA conducts Post-Bid Conferences Beginning (date for each bidder to be determined solely by APPA).
8. At the time of scheduling, APPA will provide the applicable instructions and protocols.
9. APPA completes Evaluations
10. APPA executes Contract(s) with Vendor(s)

VI. RESPONSE

Proposers must email an electronic version of the proposal on or before 5:00 p.m. ET, September 18, 2023.

Richard Condello
Utility Cybersecurity Deployment Manager American Public Power Association
2451 Crystal Drive, Suite 1000
Arlington, VA 22202

Direct: 202-467-2915

Email: Cybersecurity@publicpower.org

Proposals must be signed by an official authorized to bind the proposer to its provisions. Only electronic versions of proposals sent via email will be accepted.

Prior to opening the proposals, all communications relative to the RFP shall be directed to the APPA Program Manager, Adrian McNamara, via email (amcnamara@publicpower.org). The APPA Program Manager will review communications and issue Addenda if appropriate. The APPA Program Manager will not provide any formal interpretation of the project other than via Addenda.

APPA will notify all bidders of the final decision on the winning proposal by October 6, 2023. All bidder details will be kept confidential.

VII. EVALUATION CRITERIA

APPA will evaluate the responses to this RFP based on criteria in the attached proposer response spreadsheet.

1. Company Profile
2. Prior Experience
3. Project Management
4. Work Plan
5. Delivery

6. Personnel
7. Sourcing
8. Direct Labor
9. IT Requirements
10. Requested Modifications
11. Cost Management
12. Acceptance of APPA Contract Template
13. Use of Sub-contractors

VIII. CONTRACT AWARD

This Agreement will be concluded on September 24, 2025, unless mutually agreed to in writing to extend the Agreement into future years.

IX. CANCELLATION

Either party, upon 90 business days written notice, may cancel the contract; however, any materials, research products, work in progress, or other work products shall be promptly and completely turned over to the APPA program manager.

X. OTHER REQUIREMENTS

A. Proposal Preparation Costs

All costs for the preparation and submission of a proposal will be borne by the bidder. APPA assumes no responsibility whatsoever for reimbursement for preparation of proposals. The RFP response(s) will become part of a contract with the successful bidder.

B. Assignment of Agreement

The proposer shall not assign or otherwise transfer its rights or obligations under this potential agreement without the prior written approval of APPA.

Exhibit A: Sample Contract PROJECT TITLE XXXXX

This Services Agreement (“Agreement”) is made as of the date of last signature below (“Effective Date”), by and between the American Public Power Association (“APPA”), at the address of 2451 Crystal Drive, Suite 1000, Arlington, Virginia 22202 and [VENDOR] (“Contractor”), at the address of [ADDRESS], for mutual consideration, the receipt and adequacy of which are acknowledged by the parties, who agree as follows:

1. **Object and Scope of the Agreement.** Contractor shall provide to APPA the services (“Services”) as described in each Scope of Work (“SOW”) attached hereto as Exhibit A, or otherwise executed by the parties, and incorporated by reference. Contractor represents and warrants that the Services will be provided in a professional, competent, and timely manner, commensurate with industry standards, and in accordance with the APPA Code of Conduct attached hereto as Exhibit B and incorporated by reference, and in accordance with all applicable laws and regulations. All relevant requirements of the APPA/Department of Energy (DOE) Cooperative Agreement DE-CR0000007 dated September 25, 2021, including the requirements outlined in 2 C.F.R. part 200 and 2 CFR Part 200 Appendix II, shall be incorporated into this Agreement by reference.
2. **Scope of Work (SOWs).**
 - a. Any SOW shall (i) describe the work to be performed; (ii) establish periods of performance; (iii) specify reporting requirements; (iv) specify end-items to be delivered, if any; (v) set forth schedules as required; and (vi) provide pricing for the work.
 - b. Except as otherwise stated in this Agreement, APPA shall have no financial obligation to Contractor that is not set forth in an SOW. Contractor shall not exceed dollar limits established in any SOW without prior written authorization from APPA.
 - c. Any substantial change to an SOW, including but not limited to change in key personnel or change to timeline, must be approved in advance in writing by APPA.
3. **Invoice Submission and Payment.** Contractor will issue invoices to APPA on a monthly basis when each payment is due based on a rate schedule agreed to in each SOW. The invoices will specifically detail what portions of the Services have been performed such that payment is due, together with such supporting documentation as APPA shall reasonably require, and will detail all pre-approved out-of-pocket expenditures of Contractor for which reimbursement is sought from APPA with no markup above cost. Undisputed invoices will be paid by APPA within thirty (30) days unless otherwise provided in the applicable SOW. Any invoiced amounts disputed in good faith shall not be due and payable until resolved. Contractor shall include the following information in all invoices: APPA as addressee; Contractor name; Contractor Address; Unique contract identifier; Contractor’s Active System for Award Management (“SAM”) registration number; DOE Cooperative Agreement number DE-CR0000007 and Task Number 3; Utility name; Contractor’s contract amount; Contractor’s contract duration (MM/YY – MM/YY); Year-to-Date invoiced amount; Current invoice number; invoice amount; period over which Products and Services were rendered; description of activities and tasks accomplished. For Time and Material services, indicate time spent and services rendered. Provide applicable receipts.
4. **Relationship of the Parties.** Contractor is an independent contractor, and nothing in this Agreement shall create an agency, partnership, employment, or joint venture relationship between APPA and the Contractor or any employees or agents of Contractor. Contractor will use independent judgment in completing the Services, will not be subject to APPA’s day-to-day supervision or control, will use the Contractor’s own equipment and facilities, and will otherwise avoid aspects of employment inconsistent with independent contractor status. Contractor will have sole and exclusive authority and responsibility for all of Contractor’s employees and agents, and will be solely responsible for all taxes, insurance, and benefits except as otherwise agreed in writing to be paid or reimbursed by APPA.

5. **Intellectual Property.** Each party's name, trademarks, pre-existing works or materials, and other intellectual property shall remain the property of the respective party, and shall be used by the other party only in performance of this Agreement or as otherwise authorized in writing by the respective party. All materials, content, data, or deliverables created or produced by Contractor within the scope of this Agreement ("Work Product") shall be deemed works made for hire and the property of APPA. To the extent that any Work Product may not, by operation of law, be work made for hire, Contractor by this Agreement irrevocably assigns, transfers, and conveys to APPA all right, title, and interest in and to such Work Product, and agrees to give APPA or its designees all assistance reasonably required to perfect such rights. Contractor hereby grants to APPA a non-exclusive, irrevocable, worldwide license to use, produce, publish, modify, translate, create derivative works from, reproduce, distribute, sublicense and/or sell any pre-existing works or materials incorporated within the Work Product, and to do so in any and all media, platforms and formats, whether now known or hereafter developed. Contractor represents and warrants that the Work Product does not infringe the copyright or violate any other contractual or proprietary rights of any third party, is factually accurate and contains no matter that is defamatory or libelous, otherwise unlawful, or otherwise violates the personal rights of any third party.
6. **Confidentiality.**
- a. Contractor acknowledges that it may be exposed to certain information, documents, materials, plans, and/or property related to APPA or its activities, and affiliated groups and their activities ("APPA Materials"), that may be considered confidential or proprietary, including but not limited to financial information, member information, trade secrets, data, intellectual property, or other information ("Confidential Information"). Contractor agrees not to use or disclose, or to cause or allow to be used or disclosed, at any time during or after the term of this Agreement, any Confidential Information of APPA or others, except as specifically provided for in this Agreement or as otherwise specifically authorized in writing by APPA or the owner of such Confidential Information, and to return, delete, or destroy (at APPA's option) all such APPA Materials and Confidential Information upon termination or expiration of the Agreement. For the avoidance of doubt, Confidential Information does not include information rightfully disclosed to the Contractor by a third party with no obligation of confidentiality, or that is or becomes available from public sources through no wrongful act of the Contractor.
 - b. Contractor acknowledges that any breach of these obligations of confidentiality may result in immediate and irreparable damage to APPA and its affiliates, therefore APPA shall be entitled to seek from any court of competent jurisdiction preliminary and permanent injunctive relief and an accounting of all profits and benefits arising out of such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which APPA may be entitled. Contractor shall be responsible for any and every violation of these confidentiality provisions by its shareholders, directors, officers, employees, agents, advisors, and/or affiliates.
 - c. Contractor acknowledges and APPA agrees that Contractor may disclose Confidential Information in confidence directly or indirectly to federal, state, or local government officials, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. Contractor may also disclose Confidential Information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of Confidential Information that are expressly allowed by 18 U.S.C. § 1833(b).
 - d. Contractor acknowledges and agrees to further comply with the Confidentiality Agreement attached as Exhibit C and incorporated herein by reference. In the event of any conflict of inconsistency between the Confidentiality Agreement attached as Exhibit C and this Section the terms of the Confidentiality Agreement shall control.

7. **Term and Termination.**

- a. **Term.** The term of this Agreement shall begin as of the Effective Date and shall continue until completion of all applicable Scope of Work.
- b. **Termination.** Either party may terminate the Agreement and/or any SOW prior to the end of the term by written notice for material breach of the other party that remains uncured fifteen (15) days after notice of such breach is given. In addition, APPA may terminate the Agreement at any time for any or no reason, upon written notice to Contractor.
- c. **Force Majeure.** The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities, threats or terrorist attacks, or other occurrence beyond the reasonable control of the parties, preventing or unreasonably delaying the performance of this Agreement. This Agreement may be terminated or performance may be excused without penalty for any one or more of such reasons by written notice from one party to the other.
- d. **Effect of Termination.** Upon expiration or termination of this Agreement, Contractor shall return, delete, or destroy (at APPA's option) any APPA Materials or Confidential Information of APPA in its possession. The Contractor shall also provide to APPA all incomplete work or work in progress that was intended to be delivered as part of any SOW. APPA shall pay Contractor for the Services completed up to the date of termination, and any prepaid amounts not incurred shall be refunded to APPA.

8. **Indemnification and Insurance.** Contractor shall indemnify, defend, and hold harmless APPA, its officers, directors, employees, and agents, from and against any and all suits, claims, damages, losses, liabilities, or costs, including reasonable attorneys' fees, resulting from the negligence, intentional misconduct, or breach of this Agreement by Contractor or its officers, directors, employees, or agents. Contractor shall maintain appropriate and sufficient insurance to cover its obligations under this Agreement.

9. **Foreign National Access.** This term is included in any applicable contractual agreement(s) associated with DE-CR0000007. Contractor shall promptly notify APPA in writing in the event of any participation by any foreign nationals. Contractor must provide specific information about each such foreign national to APPA for review and consideration through the submission of a NETL Foreign National Participation Document. Contractor must provide this information for any foreign national who will be exposed to or to business sensitive information, or information or technology developed under the Award that may be included under any category of national or state security. The Secretary of Energy or the Secretary's assigned approval authority must approve foreign national participation before any foreign national may gain access to DOE sites, information, technologies, equipment, programs, or personnel or begin performance of any work under this Award.

10. **System for Award Management.** Contractor shall provide confirmation of registration and active status in the System for Award Management ("SAM").

11. **Reporting.** Contractor(s) shall include the following acknowledgement and disclaimer for any sharing of data or reporting, containing the following: Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) DE-CR0000007." Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by

the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

12. **Notices.** All notices required or permitted under this Agreement shall be in writing and sent to the following addresses, or such other addresses as are designated by the parties by notice:

To APPA:

[NAME], Principal Investigator
2451 Crystal Drive, Suite 1000
Arlington, VA 22202
Direct:
Email:

To Contractor:

[NAME], [TITLE]
[ADDRESS]
Direct:
Email:

13. **Miscellaneous.** This Agreement and all exhibits attached hereto constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the parties. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. If any feature or provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, the balance of the Agreement shall survive and remain in effect. The provisions of this Agreement pertaining to Intellectual Property, Confidentiality, Indemnification, and such other provisions as by their nature should survive, shall survive the expiration or termination of this Agreement. This Agreement is binding on the parties, their successors and assigns, provided that no party may assign this Agreement without the prior written consent of the other party. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

APPA

Contractor

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B: CODE OF CONDUCT OF THE AMERICAN PUBLIC POWER ASSOCIATION

- 1. Introduction.** The American Public Power Association ("APPA" or the "Association") has a strong commitment to promoting honest and ethical business conduct by all of its directors, officers, and staff and in complying with the laws that govern the conduct of our business. To implement our commitment, we have developed this Code of Conduct (the "Code"), which is designed to deter wrongdoing and to promote honest and ethical conduct, including the avoidance and ethical handling of actual or apparent conflicts of interests. However, the Code is not intended to establish any contractual rights running from the Association to its directors, officers, staff or any third party. In addition, in the case of APPA staff, this Code is not intended to and does not replace the provisions of APPA's Employee Handbook. All concerns of staff regarding general employment issues, including equal employment opportunities and related issues, should be handled pursuant to the provisions of the Employee Handbook. The Association reserves the right to change the provisions of this Code at any time.
- 2. Honest and Fair Dealing.** The Association's directors, officers, and staff must endeavor to deal honestly, ethically and fairly with the Association's members, each other and third parties. In the course of carrying out his or her Association duties, no director, officer, or staff member of the Association should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or other unfair practices.
- 3. Conflict of Interest.** Directors, officers, and staff of the Association must avoid any interest that conflicts or appears to conflict with the interests of the Association or that could reasonably be determined to harm the Association's reputation. A conflict of interest exists if actions by a director, officer, or staff member of the Association are, or could reasonably appear to be, influenced directly or indirectly by personal interests, affiliations or actual or potential benefit or gain to the individual or his or her immediate family.

Any individual who may be involved in an issue or transaction in which he or she has an actual or apparent conflict of interest shall not participate in or be present at that portion of the meeting of the Board or any committee of the Board at which the issue or transaction is considered. The interested individual may, however, answer questions regarding the issue or transaction. The minutes of the meeting shall reflect that a disclosure was made and that the interested director, officer, or other individual left the room and did not participate in the discussion and did not vote on the issue or transaction.

Any director, officer or staff member who has a question as to whether a particular set of facts or situation gives rise to a potential conflict of interest must seek clarification from the Association's General Counsel.

At the commencement of a director's term or at the date of first employment of an APPA staff member employed at the Director level and above or a staff member employed in the Accounting and Finance department, and annually thereafter, such individuals are required to prepare a Disclosure Statement in which they disclose any actual or potential conflicts of interest. Other APPA staff members shall execute a disclosure form following

the adoption of this Code of Conduct by the association's Executive Committee or upon the commencement of their employment.

4. **Corporate Opportunity and Proper Use of Association Assets.** Directors, officers, and staff have a duty to advance the legitimate interests of the Association when the opportunities to do so arise. They may not take for themselves personally opportunities that are discovered through the use of corporate property, information or position and which could accrue to the benefit of the Association. They must also protect the Association's assets and ensure their efficient use. Theft, carelessness, and waste have a direct impact on the Association's viability.
5. **Entertainment, Gifts and Payments.** The Association will procure and provide goods and services based on cost, expected quality of service, and qualifications or credentials of entities or persons providing services. Decisions by the Association relating to the procurement and provision of goods and services should always be free from even a perception that the Association sought, received, or gave favorable treatment as the result of the furnishing or receiving of gifts, favors, hospitality, entertainment or another similar gratuity. Directors, officers, and staff of the Association shall not give or receive anything of value to induce such decisions. The provision or receipt of reasonable gifts or entertainment motivated by commonly accepted business courtesies is permissible, except in circumstances where such gifts or entertainment would reasonably be expected to instill favoritism or a sense of obligation towards the giver. Directors, officers and staff of the Association must disclose entertainment, gifts and payments from any single consultant or vendor that does business with the Association with an aggregate fair market value equal to or in excess of \$250 in a single year.
6. **Confidentiality.** Directors, officers, and staff of the Association may have access to proprietary and confidential information concerning the Association's business, members, and suppliers. They are required to keep such information confidential during their service as well as thereafter, and not to use, disclose, or communicate that confidential information other than as required in the course of the Association's business.
7. **Integrity of Records.** Accuracy, reliability, and timeliness in the preparation of all financial and business records are of critical importance to the Association's decision- making process and to the proper discharge of the Association's financial and legal obligations. All staff, directors, and officers shall carry out their duties as necessary to produce such records.
8. **Reporting.** It is the policy of the Association that any staff member may submit a good-faith concern or complaint regarding an accounting, auditing, legal or ethical matter to the management of the Association without fear of dismissal or retaliation of any kind. Staff members who observe or become aware of a situation they believe to be a violation of the Code, including a conflict of interest, a legal or ethical concern or an irregularity in accounting or auditing matters, have an obligation to report the matter. As a general rule, an employee should report any concerns or possible violations to his or her supervisor. However, possible violations involving an employee's supervisor should be reported directly to the Association's General Counsel. The General Counsel shall report all accounting, auditing, legal or ethical matters to the Treasurer. In the event an employee believes it is not appropriate to report a possible violation to his or her

supervisor or to the General Counsel, he or she should report the possible violation directly to the Treasurer. A director should report possible violations to the Association's General Counsel or to the Treasurer.

If a staff member reporting a violation wishes to remain anonymous, all reasonable steps will be taken to keep the staff member's identity confidential. Confidentiality will be maintained to the fullest extent possible, consistent with the need to conduct an adequate review.

All reports will be taken seriously. In appropriate circumstances, reports may be investigated by the Association's Audit Committee, its Treasurer, and its General Counsel. Prompt and appropriate corrective action will be taken when and as warranted in the judgment of the Audit Committee. The General Counsel may direct concerns to the Vice President of Administration for further action, if appropriate. Violations of the Code may result in disciplinary action commensurate with the severity of and damages resulting from such violations, up to and including dismissal and possible referral to the appropriate authorities.

The General Counsel will maintain a log of all reports (setting forth the basis of the concern and the resolution) and will periodically prepare a summary of such complaints for the Audit Committee. The Audit Committee will review periodically these reporting procedures, monitor the operation of the Compliance Program, and report to the Executive Committee as appropriate.

9. **Acknowledgement and Certification.** The Code is available in printed form. Directors, officers, and staff must certify that they have read and understand the Code. Changes to the code will be posted on the APPA MS Teams site and distributed to the directors.
10. **Compliance Program Questions.** We encourage all directors, officers, and staff members to ask questions regarding the application of the Code. Questions about the Code may be directed to the Association's General Counsel.

EXHIBIT C: NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of _____, by and between the American Public Power Association (“APPA”) and _____ (“Participant”)

Confidentiality: Except as otherwise set forth herein, you agree that any American Public Power Association (“APPA”) software, services, and/or hardware (including related documentation and materials) provided to you under this Agreement, and any information disclosed by APPA to you in connection with this Agreement will be considered and referred to as “APPA Confidential Information.”

Notwithstanding the foregoing, APPA Confidential Information will not include: (a) information that is generally and legitimately available to the public through no fault or breach of yours; (b) information that is generally made available to the public by APPA; (c) information that is independently developed by you without the use of any APPA Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation; or (e) any third-party software and/or documentation provided to you by APPA and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation.

Sharing APPA Confidential Information: APPA wishes to share APPA Confidential Information under Cooperative Agreement Award Numbers: DE-CR0000007 and DE-CR0000015 (hereafter “CA”) including all related materials with the Participant for the purpose of meeting the objectives of the CA and to review and assist with other work products specific to CA tasks for submission to the Department of Energy.

Nondisclosure and Nonuse of APPA Confidential Information: Unless otherwise expressly agreed or permitted in writing by APPA, you agree not to disclose, publish, or disseminate any APPA Confidential Information to anyone other than to employees and contractors working for the same entity as you and then only to the extent that APPA does not otherwise prohibit such disclosure. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of APPA Confidential Information. You acknowledge that unauthorized disclosure or use of APPA Confidential Information could cause irreparable harm and significant injury to APPA that may be difficult to ascertain. Accordingly, you agree that APPA will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation, or pursuant to the valid binding order of a court of competent

jurisdiction to disclose APPA Confidential Information, you may make such disclosure notwithstanding anything else in this agreement, but only if you have notified APPA before making such disclosure and have used commercially reasonable efforts, to the extent permissible by governing law applicable to Participant to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as APPA Confidential Information.

Removal of Participants: APPA, at its discretion, will remove any Participant from the CA program if the Participant willfully violates this Agreement.

Return or Destruction of Confidential Information

Promptly upon written request of APPA, the Receiving Party shall, and shall cause its Representatives to return to the Disclosing Party or destroy all Confidential Information in tangible form (whether in written form, electronically stored or otherwise), and neither the Receiving Party nor any of its Representatives shall retain any copies or extracts thereof.

Information Security

Without limiting Participant's obligation of confidentiality as further described in the Agreement and herein, Participant will be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of APPA Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the APPA Data; (iii) protect against unauthorized access to or use of the APPA Data; (iv) ensure the proper disposal of APAA Data; and (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.

Participant will designate an individual to be responsible for the information security

program. Such individual will respond to APPA inquiries regarding computer security and to be responsible for notifying APPA-designated contact(s) if a breach occurs.

Upon becoming aware of a breach affecting APPA Data, Participant will immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof. Participant shall without undue delay (and in no event later than 72 hours of becoming aware of such breach) inform APPA and provide written details of the breach, including the type of data and systems affected, the likely consequences of the breach, any other relevant information for APPA to understand the nature of the breach, and the measures taken or proposed to be taken to address it, as soon as such information becomes known or available to Participant.

Participant agrees that any and all transmission or exchange of system application data with APPA and other parties shall take place via secure means, e.g., HTTPS, FTPS, SFTP, or equivalent

means.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

APPA

Organization

By: _____

By: _____

Date: _____

Date: _____