

# DE-CR0000026 Legal Framework for Participant Assessment Data

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# 1. Legal Framework Overview

## A. Project Details

Project Name:	Bipartisan Infrastructure Law (BIL): Advancing the Cybersecurity Posture of Electric Public Power Utilities
Agreement No.:	DE-CR0000026
Principal Investigator (PI):	Christopher Ching
PI Organization:	American Public Power Association
PI Location:	2451 Crystal Drive, Suite 1000, Arlington, VA 22202
PI Email:	CChing@PublicPower.org
PI Phone No.:	202-467-2907
Project Start/End Dates:	May 1, 2024 through April 30, 2028 <sup>1</sup>
Total DOE Funding:	See Agreement

## B. Definitions

Term	Definition
Anonymized Data	This refers to Participant Assessment Data that has been processed according to IT industry-standard practices and guidelines to remove and/or alter data consisting of or relating to personal and organizational identifiers of Participants such that disclosure of the resultant data reasonably presents no more than a nominal commercial risk of reidentification of Participants by the persons and/or entities to whom such data is disclosed. This includes Participant Assessment Data that has been aggregated, pseudonymized, obfuscated, or otherwise deidentified.
APPA	This refers to the American Public Power Association.
Assessment Platform	This refers to the online platform operated by the Assessment Platform Vendor through which Participants will provide information in response to assessments for the purposes of the Project.
Assessment Platform Vendor	This refers to the entity with which APPA will engage to operate the Assessment Platform and collect Assessment Data from Participants.
Attributed Data	This refers to data that include specific details or characteristics that can be traced back to a particular Participant.
Baseline Assessment(s)	This refers to the initial Participant Assessments by each of the Participants that are performed by Participants.

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<sup>1</sup> The Project End Date may be extended if the term of the Cooperative Agreement is similarly extended.

Baseline Assessment Data	This refers to data collected by the Assessment Platform Vendor from Participants during Baseline Assessments. This data will consist of questionnaire responses collected by Participants through the Assessment Platform and relevant metadata.
Cooperative Agreement	This refers to Agreement DE-CR0000026 between APPA and DOE.
Contractor(s)	This refers to the entity(ies) with which APPA may engage to perform analysis of data collected during the Project for purposes of preparing reports or case studies, including reports to the DOE and reports to the general public.
Cybersecurity Plan	This refers to the APPA DE-CR0000026 High Risk Cybersecurity Plan, a detailed Project Cybersecurity Plan required by the Infrastructure Investment and Jobs Act under the Cooperative Agreement.
Cybersecurity Program or (“CSP”)	This refers to APPA’s information security policies, procedures, guidelines, and standards.
DOD	This refers to the United States Department of Defense.
DOE	This refers to the United States Department of Energy.
Legal Framework	This refers to this DE-CR0000026 Legal Framework for Participant Assessment Data.
Metadata	This refers to information that describes the characteristics, context, and management of data collected, generated, or processed during the Project. This may include, but is not limited to, details about data origin, collection methods, structure, format, classification, access controls, provenance, versioning, and usage history.
Participant	This refers to public power utilities and other public power entities that participate in the Project by providing Participant Assessment Data. This includes both members and nonmembers of APPA.
Participant Assessment(s)	This collectively refers to all assessments conducted on an Assessment Platform pursuant to the Project, including Baseline Assessments and Subsequent Assessments.
Participant Assessment Data	This refers to data collected by the Assessment Platform Vendor from Participants during Participant Assessments. These data will consist of questionnaire responses collected by Participants through the Assessment Platform and relevant metadata.
Project	This refers to the project, “Bipartisan Infrastructure Law (BIL): Advancing the Cybersecurity Posture of Electric Public Power Utilities,” identified in the Cooperative Agreement and Section 1.A. of this Legal Framework.
Project Period	This refers to the period of time between the Project start and end dates, including any extensions thereto, as identified in Section 1.A. of this Legal Framework.
Subsequent Assessment(s)	This refers to any Participant Assessment(s) conducted on the Assessment Platform after the Baseline Assessment.

Subsequent Assessment Data	This refers to data collected by the Assessment Platform Vendor from Participants during Subsequent Assessments. These data will consist of questionnaire responses collected by Participants through the Assessment Platform and relevant metadata.
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## A. Scope and Objectives

The Cooperative Agreement, in relevant part, directs APPA to evaluate the cybersecurity maturity of the public power community at all levels, in an effort to guide these utilities in preparation for advancing the overall cybersecurity posture of public power utilities.

APPA will provide public power utilities and other public power entities with the opportunity to become Participants, respond to Participant Assessments, and receive Project-supported resources. APPA will first collect Baseline Assessment Data from Participants. After the Baseline Assessment Data is collected, APPA will offer Project-supported training and resources to Participants. In addition, APPA will collect Subsequent Assessment Data from Participants who have submitted responses to Baseline Assessments. APPA will only make Participant Assessments available to and collect Participant Assessment Data from Participants during the Project Period of Performance.

The purpose of this Legal Framework is to establish a legal framework to manage Participant Assessment Data gathered from Participants. This Legal Framework:

- Rationalizes data collection (Section 2);
- Identifies relevant data types and sources (Section 2.B);
- Identifies protocols for data access and sharing to protect applicable information (Section 3);
- Manages data organization and retrieval through content formats and metadata standards (Sections 4.B-4.C);
- Identifies data preservation requirements (Section 4.D);
- Identifies storage requirements (Section 4.D); and
- Identifies backup requirements (Section 4.D, 4.F).

It delineates responsibilities for data, including:

- Ownership (Section 4.E),
- Protection (Section 4.F),
- Privacy (Section 4.F),
- Retention (Section 4.D),
- Disposal (Section 4.D), and
- Recovery (Section 4.D, F).

This Legal Framework also provides processes for resolving outlier events, such as data ownership disputes in Section 4.E.

By covering all aspects of data management, this Legal Framework:

- Safeguards data throughout its lifecycle (Sections 2, 4.D, and 4.F),
- Supports informed decision-making (Sections 2.A., 2.C), and
- Serves as a comprehensive reference document (Section 1.C).

## 2. Data Collection

### A. Purpose of Data Collection

Data collected during this Project will enable APPA to meet the objectives of its Cooperative Agreement with the DOE. Under the Cooperative Agreement, APPA's objective is to improve the cybersecurity posture of public power utilities and other public power entities. APPA's collection and use of Participant Assessment Data will advance this objective by:

- Developing a maturity baseline of Participants from the public power community to identify needs (with a particular focus on resource-limited utilities) through Baseline Assessments and assessing maturity progress throughout Project Period through Subsequent Assessments;
- Facilitating and supporting the development or enhancement of threat information sharing, best practices, and lessons learned;
- Assessing and evaluating the current state of the cybersecurity training options available to the public power community, with a focus on effective innovative training techniques and methods; and
- Building capacity within the public power community to respond to cybersecurity incidents, creating and providing training and resources to the public power community, and improving cybersecurity policies and procedures across all job roles within the participating utilities.

### B. Data Types and Sources

Pursuant to the Cooperative Agreement, APPA will collect Participant Assessment Data from Participants. Work performed under the Cooperative Agreement requires the development and implementation of this Legal Framework, including collecting data from internal assessments and external assessments.

APPA will first collect Baseline Assessment Data from Participants. Baseline Assessment Data will be analyzed to evaluate the current state of cybersecurity and identify resource constraints. Thereafter, Subsequent Assessment Data will be collected from Participants that have received Program-supported training to assess the effectiveness of the offerings. At a minimum, APPA will collect one set of Subsequent Assessment Data from each Participant. Additional sets of Subsequent Assessment Data will be collected as APPA deems appropriate in accordance with the Cooperative Agreement. The Participant Assessment Data collection and analysis process will continue throughout the Program Period.

## C. Data Collection and Processing Overview

This Legal Framework provides a framework for collecting data from internal assessments or external assessments. This Legal Framework contemplates the collection of two (2) sets of data:

1. Baseline Assessment Data; and
2. Subsequent Assessment Data.

<b>1. Baseline Assessment Data</b>	
<b>Summary Description</b>	Data entered into an Assessment Platform by Participants to conduct an initial evaluation of Participant’s cybersecurity maturity. These data include responses to the Baseline Assessment and may include metadata collected in conjunction with such responses.
<b>Source of Data</b>	Participants
<b>Collection Method / Reason for Use</b>	Data will be collected through an online platform administered by the Assessment Platform Vendor.  Anonymized Data will be used to generate reports to DOE regarding Participants’ cybersecurity maturity and the effectiveness of various training methods and materials.
<b>2. Subsequent Assessment Data</b>	
<b>Summary Description</b>	Data gathered to conduct subsequent evaluation(s) of Participants’ cybersecurity maturity following participation in Program-supported training programs or materials and may include metadata collected in conjunction with such responses.
<b>Source of Data</b>	Participants
<b>Collection Method / Reason for Use</b>	Data will be collected through the Assessment Platform, an online platform administered by the Assessment Platform Vendor.  Data will be used to generate reports to DOE regarding the evolution of Participants’ cybersecurity maturity and the effectiveness of various training methods and materials.

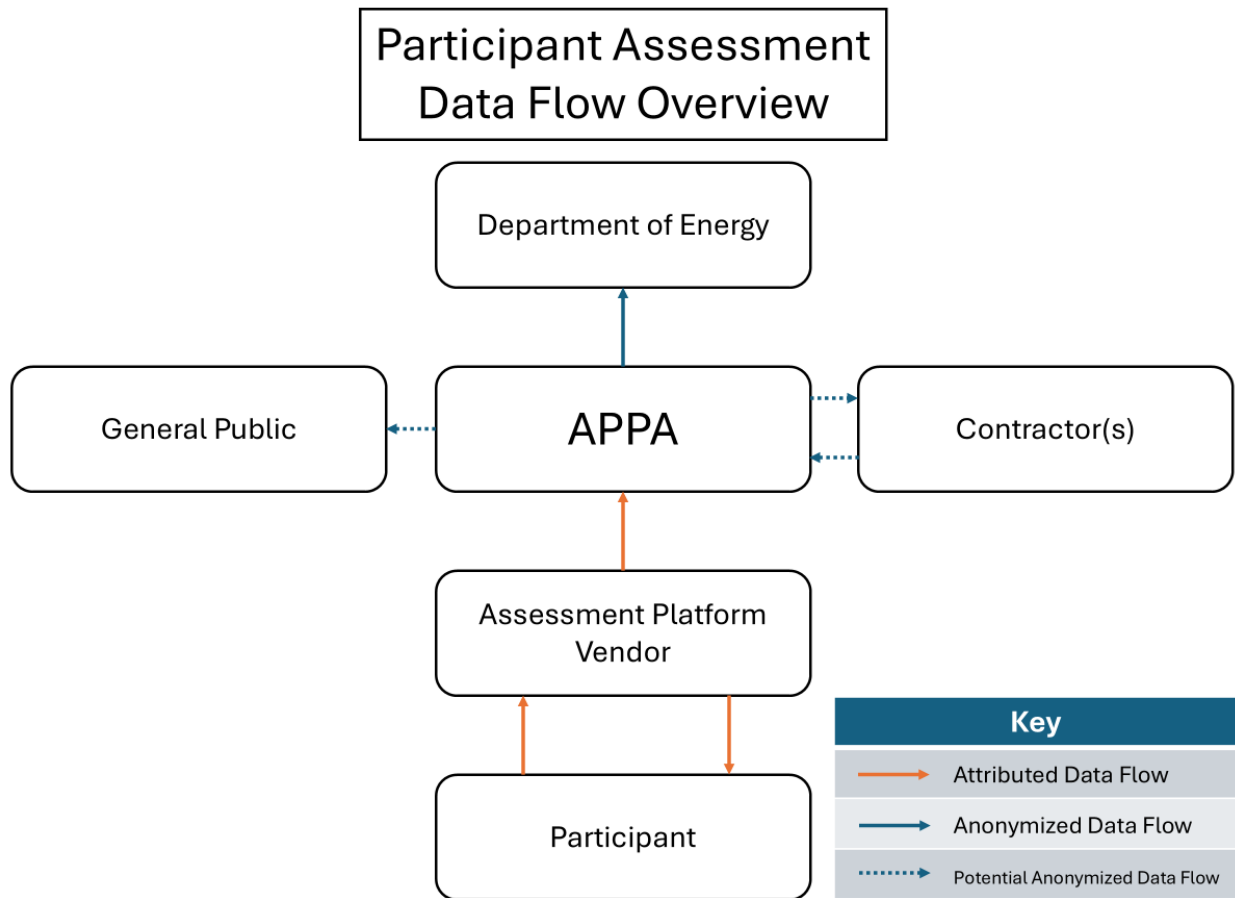
## D. Data Flow Overview

The Participant Assessment Data Flow Overview Diagram (Figure 1) below is a visualization of the data flows of Attributed Data provided by Participants to the Assessment Platform Vendor (and subsequently provided by the Assessment Platform Vendor to APPA) in the form of Assessment data, and Anonymized Data shared by APPA with DOE in the form of reports prepared by APPA (with potential support from Contractors). These final reports based on anonymized data may also be

made available to the general public, including other public power utilities, based on the terms of the cooperative agreement.

In this diagram, orange lines indicate the flow of Attributed Data, and blue lines indicate the flow of Anonymized Data. A solid line indicates anticipated data access or transmission. A dotted line indicates a contingent data flow that may or may not occur and represents APPA’s autonomy to initiate a potential data flow. A dotted line indicates potential data access or transmission. Additional information regarding the specific data flows to and from each entity is described below Figure 1.

FIGURE 1. PARTICIPANT ASSESSMENT DATA FLOW OVERVIEW DIAGRAM



Participant Assessment Data Flow Overview by Entity	
<b>1.</b>	<b>Participants</b>
<b>Description</b>	Participants will provide responses to Assessments to the Assessment Platform Vendor. The solid lines to the Participants from the Assessment Platform Vendor

	represent the Participants’ ability to access their respective Participant Assessments on the platform on an ongoing basis.
<b>2.</b>	<b>Assessment Platform Vendor</b>
<b>Description</b>	An Assessment Platform Vendor will provide access to the Participant Assessment Data it receives from Participants to APPA. As indicated above, the solid line to the Participants indicates that the Assessment Platform Vendor will provide access to Participants to data previously provided by the same Participant in response to a Participant Assessment. All data transferred from and to the Assessment Platform Vendor related to the Project will be Attributed Data.
<b>3.</b>	<b>APPA</b>
<b>Description</b>	APPA will receive Participant Assessment Data from the Assessment Platform Vendor. These data sets will be considered Attributed Data. APPA may, in its sole discretion, make use of Anonymized Data beyond the term of the Project. APPA will provide Anonymized Data to DOE to fulfil its obligations under the Cooperative Agreement. APPA may prepare and publish materials on its publicly available website and elsewhere that contain or make use of Anonymized Data, even that which is not within the scope of a task assigned under the Cooperative Agreement. APPA may provide Anonymized Data to Contractor(s) to assist in the processing of the Anonymized Data to generate work product, like case studies and industry reports. Parties who are provided access to Anonymized Data by APPA under this Legal Framework will only provide that which is necessary to fulfil the scope of APPA’s engagement with that entity. When APPA publishes materials publicly that incorporate Anonymized Data, it will undertake reasonable efforts to limit the risk of reidentification of Participants.
<b>4.</b>	<b>Contractor(s)</b>
<b>Description</b>	One or more Contractors may be engaged by APPA to fulfil its obligations under the Cooperative Agreement. If engaged, the Contractor would prepare various work products that contain analysis of Anonymized Data, such as preparing a report analyzing aggregate trends or case studies. The Contractor will provide any work product prepared through the scope of their engagement to APPA.
<b>5.</b>	<b>Department of Energy</b>
<b>Description</b>	DOE will receive various reports from APPA pursuant to the Project as outlined in the Cooperative Agreement. DOE will not receive any Attributed Data collected from Participants; however, DOE will receive Anonymized Data in the form of work product containing data that have been anonymized, aggregated, or otherwise removed information to reasonably identify a particular Participant. DOE is not entitled to and will not receive or have access to the bulk Anonymized Data collected by APPA pursuant to the Project. Rather, it will only receive that which

	APPA includes in the specific deliverables contemplated under the Cooperative Agreement.
<b>6.</b>	<b>General Public</b>
<b>Description</b>	The general public may have access to specific Project deliverables published by APPA based on Anonymized Data that was originally collected from Participants in conjunction with the Project. The inclusion of this item indicates that APPA reserves the right to make use of such Anonymized Data for potential business purposes, including the publication of materials, such as anonymized case studies to the general public.

### 3. Data Access and Sharing

#### A. Access to Attributed Data

APPA will provide access to Attributed Data to the Assessment Platform Vendor. APPA will provide each Participant access to only the Attributed Data that such Participant provides to the Assessment Platform Vendor (i.e., the same Attributed Data previously provided by the Participant in response to a Baseline Assessment or Subsequent Assessment).

Neither APPA members, DOE, nor the general public, will have access to Attributed Data, either collected or maintained by APPA as a result of the Project. Such data will be marked “APPA Confidential Information – Internal Use Only,” with limited access, for APPA use only and made available only upon APPA approval.

##### i. APPA

APPA will have access to all Attributed Data. APPA will receive Attributed Data from the Assessment Platform Vendor after Participants provide responses to Participant Assessments.

##### ii. Participants

The Participants will have access to their respective Participant Assessment Data to access, correct, or delete responses provided to Participant Assessments. Such access will only be provided to Participants through the Assessment Platform insofar as the Assessment Platform Vendor has the capacity and APPA directs the Assessment Platform Vendor to make such access available.

##### iii. Assessment Platform Vendor

The Assessment Platform Vendor will operate the Assessment Platform where Participants will complete Participant Assessments and generate Participant Assessment Data. During its operation of the Assessment Platform, the Assessment Platform Vendor will collect Participant

Assessment Data from Participants. The Assessment Platform Vendor will configure the platform to allow the transfer of the Participant Assessment Data to APPA as it is collected from Participants. The Assessment Platform Vendor will have access to Participant Assessment Data to facilitate APPA's collection of such data during the Project Term.

Where appropriate, APPA will take reasonable measures to limit the use of Participant Assessment Data by the Assessment Platform Vendor, including actions related to the delivery, return, or secure disposal of such data. Accordingly, the Assessment Platform Vendor shall not store, access, share, collect, or otherwise use Participant Assessment Data in a manner that is incompatible with Project goals and APPA approval.

#### iv. Contractor(s)

APPA will not provide contractor(s) contracted directly to APPA with access to Attributed Data.

#### v. Department of Energy

APPA will not provide DOE with access to Attributed Data.

#### vi. General Public

APPA will not provide the general public with access to Attributed Data.

## B. Access to Anonymized Data

APPA will provide DOE with access to Anonymized Data contained within Project deliverables that APPA creates for DOE pursuant to the Cooperative Agreement. APPA may provide public access to Anonymized Data for business purposes, such as through the creation and publication of industry reports or case studies. APPA may also share Anonymized Data with Contractors for the limited purposes described below.

The aggregate, anonymized data collected as a result of the Project (i.e., the Anonymized Data) will have no specific access requirements. When APPA determines that it is appropriate to share Anonymized Data, such data will be made available without the need for special tools or applications. Notwithstanding the foregoing, Anonymized Data may be subject to access controls as APPA, in its sole discretion, may deem appropriate.

#### i. APPA

APPA will receive all Participant Assessment Data that is collected from Participants by the Assessment Platform Vendor. APPA will process Participant Assessment Data such that sets of Attributed Data become sets of Anonymized Data. Accordingly, APPA will have access to all Anonymized Data.

#### ii Participants

Participants will not be specifically provided with access to Anonymized Data.

### iii. Department of Energy

APPA is obligated to prepare certain deliverables, such as quarterly and annual reports regarding the cybersecurity posture and maturity of public power utilities during the duration of the Project. APPA will collect certain Attributed Data about Participants' cybersecurity maturity and posture, including such information from Assessments. APPA will deidentify, anonymize and/or aggregate any Attributed Data that it collects pursuant to the Project. DOE is not soliciting, has no right to, and will not receive any Attributed Data provided by Participants to APPA for the Project. After the Attributed Data is anonymized, DOE will not have general access to the Anonymized Data. DOE will only have access to the subset of Anonymized Data that APPA chooses to include in its deliverables to DOE.

### iv. General Public

APPA may make Anonymized Data publicly available through the creation and publication of certain promotional materials, such as the publication of case studies on its website.

### v. Contractor(s)

APPA may make Anonymized Data available to Contractors for the creation of work product within the scope of the Project or business or promotional materials that contain analysis of Anonymized Data, such as case studies or reports analyzing aggregate industry trends. APPA will use its discretion regarding whether and how to engage Contractors. APPA will limit its disclosure of information to Contractors to only that which is required to perform the function for which they were engaged. APPA will also use reasonable measures, such as non-disclosure agreements, to limit and/or prevent the subsequent disclosure of such information by engaged Contractors.

### vi. Assessment Platform Vendor

APPA will not provide the Assessment Platform Vendor with access to Anonymized Data.

## C. Sharing Requirements

### i. Anonymized Data

The Anonymized Data made available as a result of this Project may be shared by individuals or organizations with the permission of APPA. Publication of this data must include proper citation, containing the following:

*Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) DE-CR0000026."*

*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*

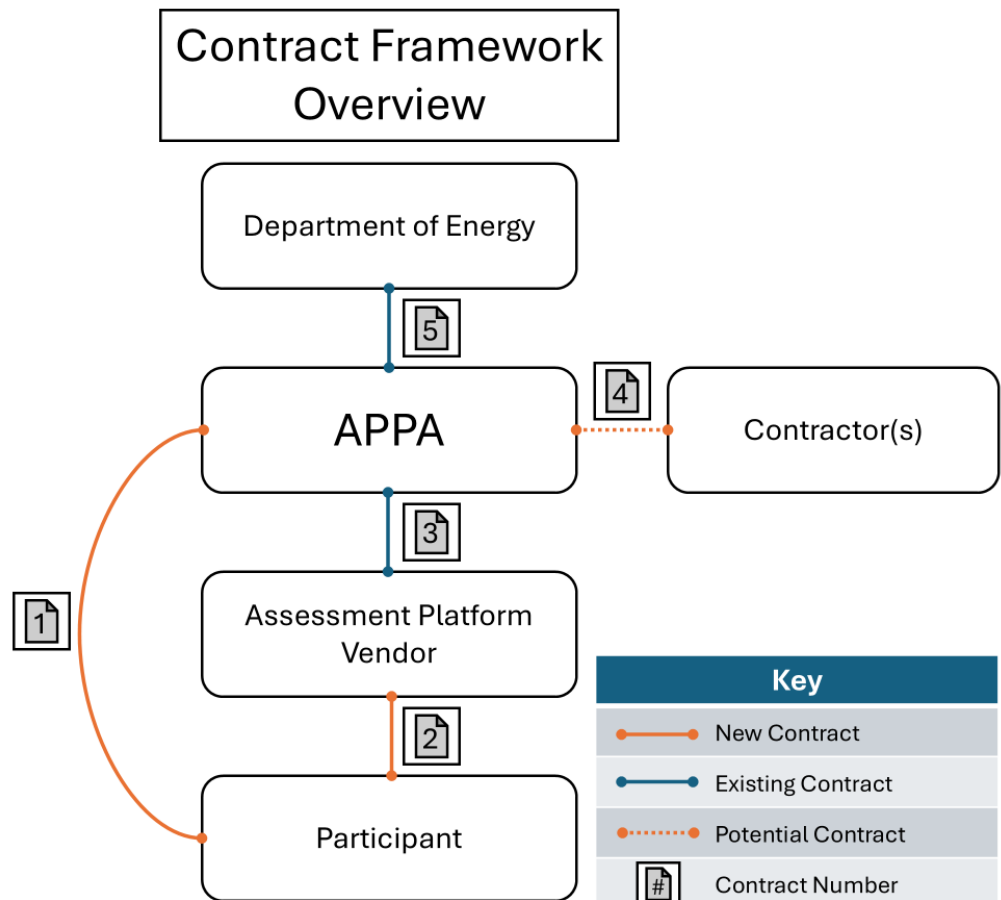
otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

## 4. Data Governance

### A. Contractual Framework Overview

The Contract Framework Overview Diagram (Figure 2) below is an illustration of the contractual relationships of the parties involved in the data collection process related to this Project. Each line represents a legal agreement between two parties. The blue lines represent existing contractual relationships while the orange lines represent new agreements that will be executed. The dotted line indicates a potential contract that may or may not occur and represent APPA's autonomy to determine whether and when such engagements are necessary. Each document symbol above represents a separate agreement. Each of these agreements are described in greater detail below in the order they are numbered in the diagram. Additional information regarding the relationships between the parties is depicted in Figure 2 and further described below.

FIGURE 2. CONTRACT FRAMEWORK OVERVIEW DIAGRAM



<b>Contractual Framework Overview</b>	
<b>1.</b>	<b>Program Participation Offer</b>
<b>Parties</b>	APPA and Participants
<b>Contract Description</b>	APPA will make this publicly available offer on its website and/or through other means to public power utilities and other public power entities to provide free training to the entity if it completes a Participant Assessment. Interested public power utilities or other public power entities may submit an application to APPA. Entities that are approved to participate are Participants. Participants will first complete the Baseline Assessment, then will complete training, and finally will complete the Subsequent Assessment. APPA will require the Participants to execute a written agreement with it in order to participate in the Project. APPA’s primary objectives are to 1) obtain proprietary rights to Participant Assessment Data and 2) condition access to initial Program-supported training upon the completion of a Baseline Assessment, as appropriate.
<b>2.</b>	<b>Assessment Platform End User Agreement(s)</b>
<b>Parties</b>	Assessment Platform Vendor and Participants
<b>Contract Description</b>	The Assessment Platform Vendor will provide an online platform to Participants to complete Participant Assessments if the Participants agree to certain terms and conditions regarding their interaction with and use of the service platform. These terms and conditions will be contained within one or more agreements that will be presented to Participants when they access the Assessment Platform. Participants’ execution of these agreements is a condition precedent to their access to and completion of Participant Assessments.
<b>3.</b>	<b>Assessment Platform Vendor Agreement</b>
<b>Parties</b>	APPA and Assessment Platform Vendor
<b>Contract Description</b>	The Assessment Platform Vendor will execute a written agreement with APPA in accordance with APPA’s CSP’s System and Services Acquisition Policy. This agreement will include non-disclosure and confidentiality provisions to prevent collected data from being shared with any outside parties. APPA will agree to compensate the Assessment Platform Vendor in exchange for its hosting and operation of an online technology platform through which Participants can provide and view responses to the assessment and APPA can view and obtain assessment responses.
<b>4.</b>	<b>Contractor Agreement(s)</b>
<b>Parties</b>	APPA and Contractor(s)
<b>Contract Description</b>	APPA may enter into an agreement with one or more Contractor(s) for the purposes of preparing reports or case studies, which will include Anonymized Data only, if APPA determines, in its sole discretion, that assistance is needed to

	fulfill obligations under the Cooperative Agreement, such as preparing reports or case studies containing Anonymized Data only.
<b>5.</b>	<b>Cooperative Agreement</b>
<b>Parties</b>	APPA and DOE
<b>Contract Description</b>	This refers to Agreement DE-CR0000026 between APPA and DOE. The Cooperative Agreement governs the scope of the Project, including the data collected by APPA from Participants pursuant thereto.

### B. Data Content, Format, and Sensitivity

The content and format of data collected, processed, and shared pursuant to this Legal Framework will be in different forms and levels of sensitivity. Data access, sharing, and governance procedures will differ based upon whether data is Attributed Data or Anonymized Data. In addition, APPA will follow a hierarchy approach to data content and format to include the following:

- Non-sensitive communications – These non-sensitive communications may be conducted via clear text email, Microsoft Office 365 products;
- Program sensitive information – This information will be marked “APPA Confidential Information – Internal Use Only” and may use password protected MS Office 365 products; and
- Attributed Data – This sensitive information will be delivered by encrypted communication channel only.

### C. Metadata

Data collected, generated, or processed during the Project may be accompanied by metadata, which may include information about data origin, collection methods, structure, format, classification, access controls, provenance, versioning, and usage history. To preserve the integrity of anonymization and prevent inadvertent disclosure, metadata attached to Attributed Data will be controlled, and access controls will be imposed to prevent unauthorized access to or disclosure of such metadata.

### D. Data Preservation and Storage

Data collected from the efforts of this Project will be managed in accordance with APPA’s existing data storage and retention policies, as appropriate. APPA will solely determine the use and/or need for destruction of all data collected and maintained by APPA during the execution of this Project. In accordance with APPA’s CSP, data recovery procedures will be maintained throughout by the Project Term to support the restoration of data in the event of accidental loss, corruption, or system failure.

## E. Data Responsibility and Ownership

APPA shall be responsible for the collection, analysis, and management of Participant Assessment Data under this Project. Where third parties are engaged for tasks under the Cooperative Agreement, such as the Platform Assessment Vendor and Contractor(s), such third parties will act as the responsible party solely for the duration and scope of their engagement.

Participants will provide APPA a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use, process, analyze, and create derivative works from all Participant Assessment Data generated by such Participants during the Project Term. This license shall include the right to use such data for reporting, research, and programmatic purposes consistent with the objectives of the Cooperative Agreement.

APPA will retain full ownership and intellectual property rights in all Anonymized Data collected, generated, or processed in connection with the Project, including any materials that directly or indirectly incorporate such data or are derived from its analysis. APPA will retain full discretion whether to use this Anonymized Data for business purposes. In particular, APPA may make certain portions of the Anonymized Data publicly available outside the scope of the Project by creating and publishing certain reports, such as case studies, on its website. In addition, APPA may choose to provide its members with access to Anonymized Data for the duration of their membership. APPA will determine what, if any, Anonymized Data will be made publicly or privately available.

## F. Data Protection and Privacy

The following language will be used in the informed consent of data collection:

*The information gathered and learned in this Cooperative Agreement will be anonymized and only be reported in aggregate; the data will only be used in ways that will not reveal who you are or the organization you represent. You will not be individually identified in any publication from this work or in any data files shared with other researchers or project team members. Your participation in this Cooperative Agreement is voluntary and confidential. Federal or state laws may require us to show information to U.S. Department of Energy officials who are responsible for monitoring this project and as a requirement of the distribution of funding.*

*Where collected, business proprietary and/or confidential information should be identified as such by the supplier of such information. Information so designated will not be shared beyond project team members with a need to know for the purpose of meeting the obligations and objectives of this project.*

*APPA will use the following marking on shared documents: “APPA Confidential Information – Internal Use Only.”*

All existing data maintained by APPA and newly collected and retained data as a result of Project efforts is subject to APPA’s existing Cybersecurity Program, as described in APPA’s Cybersecurity

Plan. In the event of a data security breach, incident response and mitigation will be implemented in accordance with APPA's Cybersecurity Plan and internal cybersecurity policies as well as the relevant vendor incident response plans. All contractors including the assessment platform vendor with access to Participant Assessment Data collected under this project (either Anonymized or Attributed) are required to submit their incident response plans to APPA for review to ensure compliance with the Cybersecurity Plan.

All data collected, created, shared, and maintained by APPA in connection with the Project is protected under applicable confidentiality agreements. As APPA, in its sole discretion, deems appropriate, APPA may require third parties with whom it engages for this Project to execute nondisclosure/confidentiality agreements to protect all data collected, created, shared, or maintained for the specific engagement in connection with the Project prior to providing such third parties access to any such data.