

Alliance for Sustainable Energy, LLC,
manager and operator of the
National Renewable Energy Laboratory

K23-366

Strategic Partnership Projects
Funds-In Agreement—Nonfederal Sponsor

Standard Agreement Face Page

1. Sponsor Name & Address New Orleans, City of 1300 Perdido Street New Orleans, LA 70112	4. Funds-In Agreement Number FIA-23-23590									
2. Estimated Performance Period (in months) 36 months	5. Project Title Lower Ninth Ward Energy Resilience BRIC Scoping Project									
3. Financial <table style="width: 100%;"> <tr> <td style="width: 60%;">Contractor Cost</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 30%; text-align: right;">275,000</td> </tr> <tr> <td>DOE Administrative Charge</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">000</td> </tr> <tr> <td>Total Cost to Sponsor</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">275,000</td> </tr> </table>	Contractor Cost	\$	275,000	DOE Administrative Charge	\$	000	Total Cost to Sponsor	\$	275,000	6. Agreement Terms and Conditions This agreement consists of (1) this Standard Agreement Face Page, (2) Terms and Conditions, and (3) the following: a. Appendix A—Statement of Work b. Appendix B—Patent Rights c. Appendix C—Rights in Technical Data d. Appendix D—Background Intellectual Property
Contractor Cost	\$	275,000								
DOE Administrative Charge	\$	000								
Total Cost to Sponsor	\$	275,000								
Amount of first advance \$ 90,000										

7. Sponsor—Representatives Technical representative Austin Feldbaum, Hazard Mitigation Director City of New Orleans, Louisiana 1300 Perdido Street Suite 9W03 (504) 658-8740	9. Contractor—Representatives Technical representative Richard Armstrong National Renewable Energy Laboratory 15013 Denver West Parkway, MS ESIF200 Golden, CO 80401 303-275-4605
8. Contract representative Andrew Gregorian, Assistant City Attorney City of New Orleans, Louisiana 1300 Perdido Street New Orleans, LA, 70112 504-658-9852	10. Contract representative Megan Ballweber National Renewable Energy Laboratory 15013 Denver West Parkway, MSRSF056 Golden, CO 80401 303-275-4296

11. Sponsor Acceptance LaToya Cantrell Mayor City of New Orleans, Louisiana 1300 Perdido Street New Orleans, LA, 70112 504-658-4900	12. Contractor Acceptance Anne Miller, Director of Technology Transfer Alliance for Sustainable Energy, LLC Operator of the National Renewable Energy Laboratory 15013 Denver West Parkway Golden, CO 80401
Signature:	Date: 5/25/2023
Signature:	Date:

FORM AND LEGALITY APPROVED:

Alliance for Sustainable Energy, LLC,
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Strategic Partnership Projects
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General Terms and Conditions

(together with the face page and appendices, hereinafter referred to as "Agreement")

Article I. Parties to the Agreement.

The U.S. Department of Energy facility contractor, Alliance for Sustainable Energy, LLC, manager of the National Renewable Energy Laboratory under Contract No. DE-AC36-08GO28308 ("Prime Contract") and hereinafter referred to as the "Contractor" or "NREL," has been requested by the "Sponsor," as identified in Block 1 on page 1 of this Agreement, to use best efforts to perform the work set forth in the Statement of Work, attached hereto as Appendix A. The Contractor and Sponsor are hereinafter collectively referred to as the "Parties" or individually as a "Party." It is understood by the Parties that the Contractor is obligated to comply with the terms and conditions of its facility Prime Contract with the United States Government (hereinafter called the "Government") represented by the United States Department of Energy (hereinafter called the "Department" or "DOE") when providing goods, services, products, materials, or information to the nonfederal Sponsor under this Agreement.

Article II. Term of the Agreement.

The Contractor's estimated period of performance for completion of the Statement of Work is included in Block 2 on page 1 of this Agreement. The term of this Agreement shall be effective as of the later date of (1) the date on which it is signed by the last of the Parties thereto or (2) the date on which funds are received and allocated to this Agreement.

Article III. Costs.

1. The Contractor estimated cost for the work to be performed under this Agreement is stated in Block 3 on page 1 of this Agreement.
2. The Contractor has no obligation to continue or complete performance of the work at a cost in excess of the original estimated cost or any subsequent amendment.
3. The Contractor agrees to provide at least thirty (30) days' notice to the Sponsor if the actual cost to complete performance will exceed its estimated cost.

Article IV. Funding and Payment.

The Sponsor shall provide sufficient funds in advance to reimburse the Contractor for costs to be incurred in performance of the work described in this Agreement, and the Contractor shall have no obligation to perform in the absence of adequate advance funds. Sponsor's payment to Contractor shall be made in accordance with the remittance instructions included on Contractor's Invoice. If the estimated period of performance exceeds 90 days and the estimated cost exceeds \$25,000, the Sponsor may, with the Contractor's approval, advance funds incrementally. In such a case, the Sponsor shall provide to the Contractor, prior to any work being performed, an advance payment sufficient to cover anticipated work that will be performed for the first billing cycle. In addition, the Sponsor shall provide additional advance funding to ensure that funds remain available for work during subsequent billing cycles (collectively the advance payment amount of \$90,000 as set forth in Block 3 on page 1 of this Agreement). Following Sponsor's remittance of the advance payment, the Contractor will invoice the Sponsor each billing cycle (or as necessary) to maintain a balance of funding sufficient to cover anticipated work. Sponsor's payment shall be due no later than thirty (30) days after receipt of Contractor's invoice. Payment shall be made directly to the Contractor who will then notify the DOE as

appropriate. Upon termination or completion, any excess funds shall be refunded by the Contractor to the Sponsor.

Article V. Source of Funds.

The Sponsor hereby represents that, if the funding it brings to this Agreement has been secured through other agreements, such other agreements do not have any terms and conditions (including intellectual property terms and conditions) that conflict with the terms and conditions of this Agreement.

Article VI. Tangible Personal Property.

Upon termination of this Agreement, tangible personal property or equipment produced or acquired in conducting work under this Agreement shall be owned by the Sponsor. Tangible personal property or equipment produced or acquired as part of this Agreement will be accounted for and maintained during the term of the Agreement in the same manner as DOE property or equipment. Costs incurred for disposition of property shall be the responsibility of the Sponsor and included in costs allocated in Article III or paid separately by the Sponsor.

Article VII. Publication Matters.

The publishing Party shall provide the other Party a 60-day period in which to review and comment on proposed publications that disclose any of the following: technical developments and/or research findings generated in the course of the Agreement or identify Proprietary Information (as defined in Appendix C). The publishing Party shall not publish or otherwise disclose Proprietary Information identified by the other Party, except as mandated by law.

The Sponsor will not use the name of Contractor, the Government, or their employees in any promotional activity, such as advertisements, with reference to any product or service resulting from this Agreement, without prior written approval of the Government and Contractor.

Article VIII. Legal Notice.

The Parties agree that the following legal notice shall be affixed to each report furnished to the Sponsor under this Agreement and to any report resulting from this Agreement which may be distributed by the Sponsor:

DISCLAIMER

This report may contain research results which are experimental in nature. Neither the United States Government, nor any agency thereof, nor Facility Contractor, nor any of their employees, makes any warranty, express or implied, or assumes any legal 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 to any specific commercial product, process, or service by its trade name, trademark, manufacturer, or otherwise, does not constitute or imply an endorsement or recommendation by the United States Government or any agency thereof, or by the Facility Contractor. The United States Government reserves for itself a royalty-free, worldwide, irrevocable, non-exclusive license for Governmental purposes to publish, disclose, distribute, translate, duplicate, exhibit, prepare derivative works, and perform any such data included herein. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof, or by the Facility Contractor and shall not be used for advertising or product endorsement purposes.

Article IX. Disclaimer.

THE GOVERNMENT AND THE CONTRACTOR MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL

ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. NEITHER THE GOVERNMENT NOR THE CONTRACTOR SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS AGREEMENT.

Article X. General Indemnity.

Reserved.

Article XI. Product Liability Indemnity.

To the extent permitted by Louisiana State law and except for any loss, liability, or claim resulting from any willful misconduct or negligent acts or omissions of the Government, the Contractor, or persons acting on their behalf ("Indemnified Parties"), the Sponsor agrees to hold harmless and indemnify the Indemnified Parties against any losses, liabilities, and claims, including all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage occurring as a result of the making, using, or selling of a product, process, or service by or on behalf of the Sponsor, its assignees, or licensees, which was derived from the work performed under this Agreement.

For the purposes of this Article, neither the Government nor the Contractor shall be considered assignees or licensees of the Sponsor, as a result of reserved Government and Contractor rights. This Article shall apply only if the Sponsor was:

1. informed as soon and as completely as practical by the appropriate Indemnified Party of the allegation or claim;
2. afforded, to the maximum extent by applicable laws, rules, or regulations, an opportunity to participate in and control its defense; and
3. given all reasonably available information and reasonable assistance requested by the Sponsor.

No settlement for which the Sponsor would be responsible shall be made without the Sponsor's consent unless required by final decree of a court of competent jurisdiction.

Article XII. Intellectual Property Indemnity—Limited.

Reserved.

Article XIII. Notice and Assistance Regarding Patent and Copyright Infringement.

Each Party shall report to the other Party, promptly and in reasonable written detail, each claim or allegation of infringement of any patent, copyright, trade secret or other intellectual property right based on the performance of this Agreement of which a Party has knowledge. In the event of any claim or suit against a Party based on such alleged infringement, the other Party shall furnish to the Party, when requested by the Party, all evidence and information in the possession of the other Party pertaining to such suit or claim.

Article XIV. Patent Rights.

Terms and conditions regarding patent rights are set forth in Appendix B attached hereto and incorporated herein.

Article XV. Rights in Technical Data.

Terms and conditions regarding rights in technical data are set forth in Appendix C attached hereto and incorporated herein.

Article XVI. Background Intellectual Property.

Each Party may use the other Party's Background Intellectual Property identified in an appendix of this Agreement solely in performance of the Statement of Work. This Agreement does not grant to either Party any option, grant, or license to commercialize, or otherwise use the other Party's Background

Intellectual Property. Licensing of Background Intellectual Property, if agreed to by the Parties, shall be the subject of separate licensing agreements between the Parties.

Each Party shall use reasonable efforts to list all relevant Background Intellectual Property in the appendix titled "Background Intellectual Property;" however, neither Party shall be liable to the other Party because of failure to list its Background Intellectual Property.

Article XVII. Assignment and Notification.

Neither this Agreement nor any interest therein or claim thereunder shall be assigned or transferred by either Party, except as authorized in writing by the other Party to this Agreement, provided, however, the Contractor may transfer it to the Department, or its designee, with notice of such transfer to the Sponsor, and the Contractor shall have no further responsibilities except for the confidentiality, use, and/or non-disclosure obligations of this Agreement. The obligations of the Contractor set forth in this Agreement shall apply to any successor in interest continuing the operation of the National Renewable Energy Laboratory.

If the Sponsor intends to assign or transfer any interest in this Agreement to a third party or the Sponsor is merging or being acquired by a third party, the Sponsor shall notify the Contractor with details of the pending action for a determination. The Contractor shall reply in writing whether such transfer is acceptable or invoke the termination clause.

Article XVIII. Similar or Identical Services.

The Government and/or Contractor shall have the right to perform similar or identical services in the Statement of Work for other sponsors as long as the Sponsor's Proprietary Information is not utilized.

Article XIX. Export Control.

Each Party is responsible for its own compliance with laws and regulations governing export control.

Article XX. Disputes.

The Parties shall attempt to jointly resolve all disputes arising from this Agreement. In the event a dispute arises under this Agreement, the Sponsor is encouraged to contact Contractor's Technology Partnerships Ombudsman in order to resolve such dispute before pursuing third-party mediation or other remedies. If the Parties are unable to jointly resolve a dispute within 60 days, the Parties agree to submit the dispute to a third-party mediation process that is mutually agreed upon by the Parties.

Article XXI. Entire Agreement and Modifications.

1. This Agreement with its appendices contains the entire agreement between the Parties with respect to the subject matter hereof, and all prior representations or agreements relating hereto have been merged into this document and are thus superseded in totality by this Agreement.
2. Any agreement to materially change any terms or conditions of this Agreement or the appendices shall be valid only if the change is made in writing, executed by the Parties hereto, and approved by DOE.

Article XXII. Termination.

This Agreement may be terminated by either Party, following thirty (30) days written notice to the other Party. If Article IV provides for advance funding, this Agreement may also be terminated by the Contractor in the event of failure by the Sponsor to provide the necessary advance funding. In the event of termination, either by the Sponsor or the Contractor (e.g. for lack of advance funding), the Sponsor shall be responsible for the Contractor's costs (including closeout costs), but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsor as described in Article III, above.

It is agreed that any obligations of the Parties regarding Proprietary Information or other intellectual property will remain in effect, despite early termination of the Agreement.

Alliance for Sustainable Energy, LLC
operator of the
National Renewable Energy Laboratory

Strategic Partnership Projects
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Appendix A – Statement of Work

Notice: By signing this Agreement, the Sponsor acknowledges in advance that its entity name and the title and non-proprietary description of the project are available for public release by the Contractor without further notice.

- **Project Title:**
City of New Orleans Lower Ninth Ward Energy Resilience Scoping Project
- **Non-Proprietary Description of Project:**
Feasibility and conceptual design of a renewable energy microgrid to provide emergency backup power to the Sanchez Multipurpose Center and the Lower 9th Ward
- **Parties to this agreement:**

Contractor: Alliance for Sustainable Energy, operator of the National Renewable Energy Laboratory under Prime Contract No. DE-AC36-08GO28308 for the U.S. Department of Energy (DOE). Contractor has a facility at 15013 Denver West Parkway, Golden, CO 80401.

Sponsor: City of New Orleans, Louisiana, Local Government
Office of Homeland Security and Emergency Preparedness
1300 Perdido Street, Suite 9W03
New Orleans, Louisiana, 70112
- **Background:**
The City of New Orleans, LA Hazard Mitigation Office (NOLA HMO) aims to lessen the impact of future disasters by taking action now to reduce risk. NOLA HMO is seeking conceptual microgrid analysis support for a single or multiple facilities in New Orleans communities to provide residents safe havens during a prolonged electrical grid outage as is possible during a natural weather event which New Orleans is uniquely susceptible.

The Contractor will support the NOLA HMO with key energy initiatives related to 1) Renewable energy; 2) Energy resiliency 3) Energy systems integration; 4) Energy efficiency 5) Energy performance contracting, 6) and others a listed below. As the only U.S. national applied laboratory solely dedicated to energy efficiency, renewable energy, and energy systems integration. Contractor has unique expertise and capabilities to cost effectively support NOLA HMO in meeting their energy and resiliency goals.

The City has been awarded a grant through the Federal Emergency Management Agency's Building Resilient Infrastructure and Communities grant program. NOLA HMO and Contractor jointly developed the scope of work and cost proposal for the grant and desire to enter into this agreement to facilitate completion of the approved scope of work.

- **Statement of Work - Task Descriptions, Deliverables, and Estimated Completion Dates:**
 - a. Task Descriptions

Task 1. Develop conceptual microgrid project requirements

Contractor to develop techno-economically optimized conceptual microgrid solution options for NOLA HMO consideration.

- Initial stakeholder engagements to define resilience needs, system performance, operational and external interface requirements and potential microgrid operational modes.
- Perform REopt techno-economic analysis to support optimal distributed energy resources (DER).
- REopt scenarios will be based upon; existing and new DERs, cost optimal DER sizing and outage duration requirements.
- DER dispatch and duration curves of the conceptual microgrid will be developed and coordinated with NOLA HMO.
- Develop and deliver a preliminary microgrid conceptual design for a microgrid solution informed by the REopt analysis including DER optimal source sizes, additional enabling equipment such as electrical switchgear, communication, microgrid controllers, etc.
- Develop and deliver a conceptual Sequence of Operations to outline the procedures required to optimally operate the microgrid in multiple operational modes (grid-tied, islanded, etc.).
- Develop and deliver a rough order of magnitude (ROM) cost estimate for services and products required for a turnkey microgrid based upon the optimal microgrid concept.
- A one-line diagram, layout/general arrangement, and summary results of the conceptual microgrid solution(s) will be developed and delivered.

Task 2. Potential Project Procurement Process

Contractor to provide support to NOLA HMO to determine most viable project procurement concepts for a NOLA decision.

- Sample Contractor procurement support based on a 2-step process:
 - Develop and deliver questions to assess technical qualifications for Request for Qualifications (RFQ): The questions will be inserted into an RFQ document developed by NOLA HMO. The qualifications will be used to judge the technical qualifications of respondents and identify respondents that will be invited to respond to the Request for Proposals (RFP).
 - Assist with RFQ response review.
 - Assist in development of technical specifications, project requirements, and assist with development of merit criteria for RFP. The specifications and requirements will be inserted into an RFP document developed by NOLA HMO. The responses will be rated against the merit criteria.
 - Answer technical requests for information (RFIs) received during the RFP process.
 - Assist with RFP technical response review.

Task 3. External Meetings

Contractor to support external meetings with City of New Orleans stakeholders, utility representatives, and other key stakeholders as requested by NOLA HMO.

- Attend key on-site meetings (as allowed, virtually attendance if travel is not allowed) to further understand NOLA HMO inter-related operations, equipment, technical dependencies, review utility interconnection requirements, peak shaving, demand response, condition of existing enabling equipment and existing self-generating (distributed energy resource) assets.

Task 4. Other work at the direction of the partner, consistent with the scope and subject to the availability of funding.

b. Deliverables

In addition to the deliverables described above, Contractor to provide the following information subject to the availability of funds:

- Provide reviews, updates or recommendations on project opportunities
- Provide technical input to relevant acquisition documents
- Support economic and technical acquisition activities as desired by NOLA HMO
- Participate in meetings in person as is viable, or remote attendance, and via email
- Provide Subject Matter Expert (SME) briefings and presentations

On a monthly basis, Contractor will provide the following electronically:

- **Activity Management:** Summary of activities completed to support NOLA HMO.
- **Work Breakdown Structure (WBS):** a WBS reflecting major tasks and task components for project management and technical work
- **Schedule Management** - activities schedule with milestones
- **Cost Management** – budget summary for previous month

c. Deliverables Estimated Completion Dates

1. Design Report and Appendices – December 2024
2. Draft Scope of Work for inclusion in RFP – March 2025
3. RFP response review – May 2025

• **Schedule:**

Activity	Start Month	Duration (months)	Quarter											
			1	2	3	4	5	6	7	8	9	10	11	12
Stakeholder Outreach and Engagement	1	36												
Feasibility Study	2	22												
Project Delivery Scoping	24	12												
Total		36												

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Appendix B-3 – Patent Rights

(Alternative II - class waiver inapplicable – federal funds)

1. Contractor will follow its Prime Contract terms to report and protect its inventions.
2. The Sponsor will follow the terms of its Government funding agreement (i.e., Grant, Contract, and Cooperative Agreement) to report and protect its inventions.

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Appendix C-3– Rights in Technical Data

(Alternative IV - facility services agreement or federal funds/nonproprietary)

1. The following definitions shall be used:
 - A. "Generated Information" means information produced in the performance of this Agreement or any facility subcontract under this Agreement.
 - B. "Proprietary Information" means information which is developed at private expense, is marked as Proprietary Information, and embodies (1) trade secrets or (2) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 U.S.C. 552 (b)(4)).
 - C. "Unlimited Rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
2. Generated Information shall not be marked as Proprietary Information. If the Sponsor provides Proprietary Information to the Contractor to perform the work, such Proprietary Information will be destroyed or returned to the Sponsor as directed by the Sponsor in writing. Except as specified in this clause, the Government and the Contractor agree not to disclose properly marked Proprietary Information to anyone other than the Sponsor without written approval of the Sponsor, except to Government employees who are subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act (18 USC 1905). Sponsor shall have Unlimited Rights in all Generated Information. Subject to the provisions of this clause, the DOE and the Contractor shall have Unlimited Rights in all Generated Information and in any data provided by the Sponsor (unless such provided data is marked as Proprietary Information). In addition, the Government and Contractor shall have Unlimited Rights in all information (including Proprietary Information provided by Sponsor) to the extent such information is not removed from the Contractor's facility before termination of this Agreement. The Sponsor agrees that the Contractor may provide to the DOE, a non-proprietary description of the work to be performed under this Agreement.

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Appendix D – Background Intellectual Property
Patents, Patent Applications, and Record of Inventions

Project Title: City of New Orleans Lower Ninth Ward Energy Resilience Scoping Project

The Contractor and the Sponsor have identified and agreed that the following Background Intellectual Property may be used in the performance of work under this Agreement and may be needed to practice the results of this Agreement.

Contractor:
SWR-12-19 REopt®

Sponsor:
None Expected

“Intellectual Property” means patents, trademarks, copyrights, mask works, and other forms of comparable property rights protected by Federal Law and foreign counterparts, except trade secrets.

“Background Intellectual Property” means the Intellectual Property identified by the Parties that was in existence prior to or is first produced outside of this Agreement, except that in the case of inventions in those identified items, the inventions must have been conceived outside of this Agreement and not first actually reduced to practice under this Agreement to qualify as Background Intellectual Property.

Each Party may use the other Party’s identified Background Intellectual Property solely in performance of research under the Statement of Work detailed in Appendix A of this Agreement. This Agreement does not grant to either Party any option, grant, or license to commercialize, or otherwise use the other Party’s Background Intellectual Property outside of this Agreement. Licensing of Background Intellectual Property, if agreed to by the Parties, shall be the subject of separate licensing agreements between the Parties.

The Parties understand that Background Intellectual Property may control or dominate a Subject Invention generated under this Agreement. For any such Subject Invention controlled by Contractor Background Intellectual Property, Contractor agrees to negotiate in good faith with the Sponsor to establish terms of the nonexclusive, commercial license. It is understood by the Sponsor that the Contractor shall have no obligation to grant such a license to the Sponsor and may grant exclusive or nonexclusive commercial licenses to others or sell or assign all or part of the rights in the Background Intellectual Property to any third party(ies), subject to any pre-existing rights held by the Government and obligations to others.

The Parties agree to maintain all unpublished Background Intellectual Property as confidential. Upon termination of this Agreement, each Party agrees to promptly discontinue its use of the other Party’s Background Intellectual Property and will, at the other Party’s request, return or destroy all remaining Background Intellectual Property. In the event the Contractor terminates this Agreement (1) for breach with respect to any material provision thereof; or (2) pursuant to the Termination Article of this Agreement, the Sponsor’s rights to all NREL Background Intellectual Property will automatically terminate.

Each Party has used reasonable efforts to list all relevant Background Intellectual Property, but Intellectual Property may exist that is not identified. Neither Party shall be liable to the other Party because of failure to list Background Intellectual Property.