

# NATIONAL OFFSHORE WIND RESEARCH AND DEVELOPMENT CONSORTIUM

## ASSUMPTION OF RISK

The National Offshore Wind Research and Development Consortium (the “**Consortium**”) is a New York not-for-profit corporation that is exempt from tax under Internal Revenue Code Section 501(c)(3). The Consortium’s purpose is to facilitate and enhance the development and implementation of offshore wind power technology through scientific research in the public interest for the public purpose of increasing the performance and capability of the electric power supply and delivery system.

One way that these purposes are carried out is through the making of grants in support of scientific research. To optimize the impact of its grantmaking, the Consortium relies extensively on the voluntary efforts in various capacities of persons with applicable knowledge and expertise (“**Volunteers**”), as determined by the Consortium, who are employed in government, private industry, universities and other non-governmental and/or educational organizations, and who are not employed by the Consortium. Volunteers are engaged in all levels of the Consortium’s efforts, including on the Consortium’s Scoring Committees (which reviews and scores applications and proposals), on the Leadership Committee (which reviews the work of the Scoring Committees and submits its recommendations for awards to the Research and Development Committee (the “**R&D Committee**”), and the R&D Committee, which has ultimate authority over the Consortium’s research and development decision-making and approves its grants, and which includes members of the Consortium’s Board of Directors as well as non-director Adjunct Members (as defined under the Consortium’s Bylaws). After awards are made, Volunteers participate in Advisory Groups established to guide awardees, and various reports regarding the progress of grant-funded work are provided at meetings of the R&D Committee and the Board of Directors, and other meetings. Meetings of the R&D Committee and the Board are often attended by invitees with an interest in the Consortium’s efforts from government, private industry and the nonprofit sector. Various reports are submitted to the New York State Energy Research and Development Authority and the United States Department of Energy.

Throughout all stages of the Consortium’s grantmaking activities, the Consortium receives written (in paper or electronic format) and verbal information from grant applicants and awardees (the “**Information**”) for use in such activities. The Consortium is committed to the use and disclosure of the Information only in furtherance of its purposes, and toward that end uses various means, including non-disclosure agreements (executed by Scoring and Leadership Committee members) and confidentiality requirements (signed by Adjunct Members of the R&D Committee and Advisory Group participants). In addition, the Consortium’s directors and officers are subject to fiduciary duties, including a duty of confidentiality. Forms of the non-disclosure agreements and confidentiality requirements used for these purposes are available on the Consortium’s website. These may be amended from time to time without notice. Applicants are encouraged to review the forms of non-disclosure agreements and confidentiality requirements and to familiarize themselves with the Consortium’s policies and procedures for handling Information.

**Notwithstanding the foregoing, the Consortium cannot, and does not, guarantee that any Information will not be disclosed by its Volunteers or otherwise or used for other than the**

**Consortium’s purposes.** By submitting an application for an award from the Consortium, the undersigned, a person authorized to execute agreements on behalf of applicant/awardee identified below, as the award applicant/awardee, acknowledges and agrees that such applicant/awardee assumes any and all risks associated with the disclosure of the applicant/awardee’s Information, or the use of such Information, for other than the Consortium’s purposes, and shall indemnify, defend and hold harmless the Consortium, its employees, agents, officers, directors and Volunteers (each an “**Indemnitee**”) from any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with such risks without limitation (the “Indemnified Costs”), except, with respect to any Indemnitee, for those Indemnified Costs arising from the willful misconduct of that Indemnitee.

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Name, Title

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Date

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Applicant/Awardee Name