

**SCORING COMMITTEE MEMBER**  
**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT AND EVALUATION**  
**CONFLICT DISCLOSURE STATEMENT**

THIS AGREEMENT, effective as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, is by and between The National Offshore Wind Research and Development Consortium (the "Consortium"), a New York Not-for-Profit corporation and \_\_\_\_\_, an individual residing at \_\_\_\_\_ (the "Scoring Committee Member").

WHEREAS:

- A. The Consortium issued Innovation in Offshore Wind Solicitation 1.0 for offshore wind technology research and development projects (the "Solicitation"); and
- B. Proposals received in response to the Solicitation ("Proposals") include information developed, compiled and created by the submitter, and may include information that is not in the public domain, and/or information that is proprietary and confidential, including, but not limited to, data, plans, costs, processes and know-how (collectively, "Information"); and
- C. The Proposals will be reviewed by a scoring committee designated by the Consortium (the "Scoring Committee"). The Consortium desires the Scoring Committee Member to serve on the Scoring Committee and to receive, review and evaluate Proposals and participate in the deliberations of the Scoring Committee, which will include oral discussions regarding the Proposals and the Information in order to evaluate the Proposals, and the Scoring Committee Member desires to serve in such capacity; and
- D. The Consortium, in order to facilitate and/or administer the Scoring Committee review and evaluation process, may provide to the Scoring Committee Member scoring sheets, tabulations, summary materials, and other review and evaluation materials (collectively, "Scoring Committee Materials").

NOW IT IS HEREBY AGREED, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED:

- 1. The Scoring Committee Member will receive Proposals and Scoring Committee Materials from the Consortium and will participate in the deliberations of the Scoring Committee solely for the purpose of assisting the Consortium in its evaluations and determinations regarding Proposals; Scoring Committee Member shall not use the Proposals, Information or Scoring Committee Materials, directly or indirectly, for any other purpose.
- 2. Subject to applicable provisions of law, the Scoring Committee Member will at all times keep all Proposals, all Information contained in the Proposals, and all Scoring Committee Materials strictly confidential; which shall include, without limitation, not disclosing the same, or knowingly permitting the same, to be

disclosed other than to the Consortium and other Scoring Committee members participating in the Scoring Committee. Scoring Committee Member shall at all times take reasonable steps to ensure that such obligations are fulfilled.

3. The Scoring Committee Member will at all times keep the content of the deliberations of the Scoring Committee, including all oral communications by or between Scoring Committee members, and the identity of Scoring Committee Member as a Scoring Committee member, and the identities of the other Scoring Committee members, strictly confidential; which shall include, without limitation, not disclosing the same, or knowingly permitting the same, to be disclosed other than to the Consortium and other Scoring Committee members participating in the Scoring Committee. Scoring Committee Member shall at all times take reasonable steps to ensure that this obligation is fulfilled, both during and following the deliberations.
4. The Proposals, Information and Scoring Committee Materials are and will remain the sole and exclusive property of the Consortium. Nothing herein or otherwise implied shall constitute any grant or license to use same for any purpose other than as expressly provided in this Agreement.
5. Upon completion of the deliberations of the Scoring Committee, the Scoring Committee Member shall destroy, by shredding, permanent deletion or other method ensuring complete destruction, all Proposals and all Scoring Committee Materials then in his/her possession or under his/her control, whether in paper or electronic form. Scoring Committee Member shall not retain any copies thereof and, at the request of Consortium, shall certify the same in writing.
6. Nothing contained in Paragraphs 1 through 5 hereof shall in any way restrict or impair the Scoring Committee Member's right to use or disclose to others Information related to the Proposals which:
  - (a) At the time of disclosure by the Consortium was in the public domain;
  - (b) After disclosure by the Consortium is published or otherwise becomes part of the public domain through no fault of the Consortium or the Scoring Committee Member;
  - (c) The Scoring Committee Member can show with written evidence was already in his/her possession at the time the Consortium delivered the Proposals without a continuing obligation of confidence; or
  - (d) The Scoring Committee Member can show with written evidence was received by him/her after the time of disclosure hereunder from a third party who did not acquire it directly or indirectly from those who authored the Proposals under a continuing obligation of confidence.
7. Notwithstanding Scoring Committee Member's non-disclosure obligations set forth in this Agreement, Scoring Committee Member shall be permitted to

disclose Information to the extent such disclosure is required by law or directed by a court of law of competent jurisdiction; provided, however, in such cases Scoring Committee Member shall notify the Consortium prior to disclosure and shall disclose only that part of the Information which is required by law to be disclosed.

8. Scoring Committee Member acknowledges and agrees that notwithstanding any other provision of this Agreement, pursuant to the New York State Freedom of Information Law, the New York State Energy Research and Development Authority (“NYSERDA”) and other public agencies may be provided certain information, including, but not limited to, Proposals, Information, Scoring Committee Materials and the identities of the Scoring Committee, and that NYSERDA and such other public agencies are required to make available to the public, upon request, records or portions thereof which they possess, unless that information is statutorily exempt from disclosure.
9. This Agreement shall be governed and construed in all respects in accordance with New York State law, without effect to the conflict of laws provisions thereof, and shall be subject to the exclusive jurisdiction of the New York State Courts.
10. The Scoring Committee Member will disclose any potential conflicts of interest to the Consortium Project Manager, will recuse himself or herself from evaluation of the relevant Proposal, and will agree to take whatever additional action the Consortium Project Manager advises as appropriate. By not taking these actions the Scoring Committee Member is certifying to the Consortium that he or she, to the best of his or her knowledge, does not have a conflict of interest, either real or perceived, as a result of a direct or indirect financial interest on his or her part or that of any member of his or her immediate family, partner(s), or joint venturers with respect to any respondent (including any constituent entity of any respondent) to the Solicitation (each a “Respondent”), including any employees, agents, contractors, consultants, or advisors of any Respondent and any additional firms or consultants that come into consideration as a part of the Solicitation.

The Scoring Committee Member agrees not to solicit or accept gratuities, favors, or gifts of any sort/denomination from any of the Respondents or any persons affiliated with any Respondent, including without limiting the foregoing: any employees, agents, contractors, consultants, or advisors of the Respondent, any additional firms or consultants that come into consideration as a part of the Solicitation or for an agreement associated with work or development that may result from the Respondent's submission or any affiliate or family member of any of the foregoing. The Scoring Committee Member recognizes that doing so may be contrary to statutes, ordinances and rules governing or applicable to one or more of the project sponsors or may otherwise be a violation of the law.

11. The “WHEREAS” clauses set forth at the outset of this Agreement are hereby incorporated by reference into and made a part of this Agreement.

12. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of the Agreement.
13. Scoring Committee Member's obligations under this Agreement shall survive the completion of Scoring Committee Member's service as a member of the Scoring Committee.
14. A copy of this Agreement executed electronically and delivered by electronic transmission or other similar means is deemed to be enforceable and have the same legal effect as delivery of an originally signed copy and is may be used for all purposes.

**Entering into this Agreement is a prerequisite to Scoring Committee Member's service as a member of the Scoring Committee. By checking the box to the left and clicking the "I AGREE" button below, Scoring Committee Member acknowledges that he/she has read and understands the terms of this Agreement and that Scoring Committee Member has the requisite legal capacity to enter into the Agreement. By clicking the "I ACCEPT" button, Scoring Committee Member is signing this Agreement electronically to enter into and agree to be legally bound by the terms of the Agreement. Scoring Committee Member agrees that his/her electronic signature is the legal equivalent of his/her manual signature on the Agreement.**

**[ I AGREE ]**