

CURRENT INDUSTRIAL PARTNER AGREEMENT

This Industrial Partner Agreement (hereinafter “Agreement”) is made effective the 1st day of December, 2021 (“Effective Date”) by and between The University of Tennessee, a public, higher education institution and instrumentality of the State of Tennessee, with offices at 1534 White Avenue, Knoxville, TN 37996 – 1529 (hereinafter called “UNIVERSITY”), and Industry Member, Address of Member (hereinafter MEMBER”).

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support the Center for Ultra-wide-area Resilient Electric Energy Transmission Networks (hereinafter called “CURRENT”) at UNIVERSITY to establish a mechanism whereby the educational and research environment can be used to develop better understanding of electric power engineering and related fields, and stimulate industrial innovation.

AND WHEREAS, the CURRENT's Industrial Partners Program will strengthen CURRENT's and MEMBER's technological and service capabilities.

NOW, THEREFORE, for the mutual premises and covenants contained herein, the parties hereto agree as follows:

1. UNIVERSITY agrees that the personnel and facilities required for CURRENT will be available for research, education and service as needed to fulfill the purpose of this Agreement. CURRENT shall be operated by UNIVERSITY under the leadership of the Center Director. CURRENT will be supported jointly by various private and public sponsoring organizations, including MEMBERS, federal agencies, UNIVERSITY, and the State of Tennessee.
2. CURRENT's Industrial Partners Program (hereinafter called IPP) has been created to establish partnerships with companies or other entities, which may promote CURRENT's mission. IPP participants are expected to play an important role in the research, education, technology transfer, and innovation goals of CURRENT, including creating and demonstrating the scientific and technological feasibility of innovative methodologies and systems governing electric power engineering and related fields, assisting in the transfer of research discoveries and observations from university to industry and vice versa, and developing an interdisciplinary education program.

Any corporation, company, partnership, sole proprietorship, or any other legally recognized business entity, or any agency of government, government office, or government organization duly authorized by the United States Government or government of any State or nation may become a member of the IPP.

The rights and obligations of MEMBER under this Agreement shall extend only to MEMBER's affiliates or subsidiaries who routinely share in a free flow of MEMBER's internal technical information.

To meet the varying needs of diverse industry partners, CURRENT has a tiered membership structure that includes Principal, Full, Small Business, and Associate levels.

- One representative on the CURENT Industry Advisory Board (IAB). The representative will have one vote. The CURENT IAB MEMBERS will participate in recommending priorities of CURENT programs to the Center Director and Leadership Team, defined in the CURENT bylaws, and in evaluation of progress towards the CURENT's goals and objectives.

Principal Members are entitled to the following benefits:

- All of the benefits of Full Members, plus;
 - The representative on the CURENT IAB will have five votes.
 - Priority access to faculty and students receiving industry fellowships and conducting CURENT research in the thrust areas consistent with the Principal Member's technology and business interests.
 - Focused research opportunities.
5. Upon execution of this Agreement, the first annual payment shall be due within thirty (30) days of the invoice date listed in Section 2. The initial term of the membership will be from the last date of execution of this Agreement through the following 12 months, with subsequent terms continuing for 12 months thereafter for a period of up to three years.

Checks shall be made payable to: The University of Tennessee

Checks shall be mailed to: Attn: Ken Carter
 CURENT Administrative Suite
 Min Kao Room 555
 1520 Middle Drive
 Knoxville, TN 37996-2250

6. All educational, research and other programs and administrative activity of CURENT will be conducted with pooled resources from MEMBERS' annual fees, and other sources, as long as expenditures from these pools are deemed appropriate for the establishment and operation of the CURENT.
7. This Agreement will be renewed annually upon the receipt of the full membership fee from the MEMBER. No other action is required of either party hereto. Either party to this Agreement may terminate the annual renewal of the Agreement by providing the other party with written notice at least three months prior to the anniversary date of this Agreement. All notices shall be in writing and addressed to UNIVERSITY as follows::

UNIVERSITY ADDRESS: The University of Tennessee
 Office of Research, Innovation & Economic Development
 1534 White Avenue
 Blount Hall
 Knoxville, TN 37996 - 1529

8. The organization and operation of CURENT shall be in accordance with existing procedures established by UNIVERSITY and all applicable State and Federal laws.
9. Publication of Research Results - Publication of CURENT created research results is of fundamental importance to universities, faculty members and their research programs. Therefore, UNIVERSITY reserves the right to publish in scientific journals and to present at symposia, and national or regional professional meetings the methods and results of the CURENT research program.
10. Confidentiality – MEMBERS may have access to UNIVERSITY early-stage confidential information. In addition, MEMBER may provide the UNIVERSITY with confidential information required to facilitate research or make the research relevant to MEMBER. Accordingly, the term “Confidential Information” as used herein, in the case of documentary information (including, but not limited to, reports, information, materials, or portions of the same) shall include only that documentary information which is clearly marked as “confidential” at the time when it is given to the receiving party. “Confidential Information” which is originally orally disclosed shall include only that information which is identified as being confidential at the time of disclosure and thereafter confirmed as confidential by written communication from the disclosing party to the receiving party within ten (10) days after it is disclosed to the receiving party. The receiving party will not publish or otherwise reveal to any third party the Confidential Information (properly designated) of the disclosing party without the disclosing party's written permission, unless the information:
 - a. Is disclosed lawfully to the receiving party by a third party who has no obligation of confidentiality to disclosing party with respect to the disclosed information;
 - b. Is, or later becomes public through no fault of the receiving party;
 - c. Is already known by the receiving party before disclosure by the disclosing party hereunder as can be proved by evidence of the receiving party;
 - d. Is developed independently by employee(s) of the receiving party without reference to the disclosing party's Information;
 - e. Has been in the possession of the receiving party for five (5) years or longer; or
 - f. Is required by law, including the Tennessee Public Records Act, Tenn. Code Ann. 10-7-503 et seq., to be disclosed.

In general, only those individuals within the receiving party who have a bona-fide need to know may have access to the Confidential Information.

11. The parties agree to comply with all applicable State and Federal laws and/or rules concerning equal opportunity and non-discrimination.
12. MEMBER shall not use the name of UNIVERSITY in connection with any products, promotion, or advertising without the prior written permission of UNIVERSITY, and vice versa. MEMBER shall not refer to CURENT in any advertising or promotional material without the specific written consent of UNIVERSITY. A general exception is hereby granted to MEMBER to use the name of CURENT and to cite the fact that CURENT is operated by UNIVERSITY in written advertising and other promotional materials provided that: (1) such use is limited to describing the MEMBER relationship to CURENT as herein defined by this Agreement, (2) no endorsements by CURENT or UNIVERSITY of MEMBER products or

other commercial activities may be reasonably inferred from such use, and (3) such use does not represent that a partnership, joint venture or other legal entity has been formed between and among the parties to this Agreement.

13. The relationship between MEMBER and UNIVERSITY shall be that of a voluntary association. CURENT is not a separate legal entity, and this Agreement does not create a partnership or joint venture. MEMBER assumes all risk and liability for injury to persons or damage to property caused by acts of its employees during the period of the Agreement while they are using facilities or equipment owned and/or controlled by UNIVERSITY. This Agreement shall not constitute either UNIVERSITY or CURENT as agents or legal representatives of MEMBER nor does it constitute MEMBER as agent or legal representative of UNIVERSITY or CURENT.
14. Miscellaneous
 - a. This Agreement may not be assigned or transferred, in whole or in part, by either party without the other party's prior written consent which will not be unreasonably withheld; except that UNIVERSITY may assign its rights to UTRF or to a successor in interest to UNIVERSITY or UTRF without the prior written permission of MEMBER.
 - b. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition or any other term or condition by the other party.
 - c. Each clause of this Agreement is a distinct and severable clause, and if any clause is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this Agreement will not be affected thereby.
 - d. It is understood by both parties that UNIVERSITY is subject to compliance with any and all applicable United States laws, regulations, or orders controlling the export of technical data, computer software, laboratory prototypes and other commodities. The parties agree to comply with all such laws, regulations and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations (ITAR) and/or the Export Administration Regulations (EAR), as may be amended. Each party further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless it has obtained prior written authorization from the appropriate regulatory agency or other authority responsible for such matters. UNIVERSITY neither represents that a license shall not be required nor that, if required, it shall be issued.
15. UNIVERSITY makes no warranties, express or implied, as to any matter whatsoever, including without limitation, the use, originality or accuracy of any research results, any item of intellectual property, or any invention or product, whether tangible or intangible, conceived, discovered or developed under this agreement; or the ownership, merchantability, or fitness for a particular purpose of any research project, any research results, any item of intellectual property, or any invention or product created or based, in whole or in part, on any research project or any work or research performed under this agreement.
16. The provisions contained herein constitute the entire agreement and supersede all previous

communications or representations, either verbal or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be changed, altered, or supplemented except by written amendment hereto, signed by all parties. It is further agreed that nothing contained in this Agreement shall modify, amend, or supersede any prior or subsequent arrangement between MEMBER and UNIVERSITY with respect to activities outside the scope of this Agreement.

IN WITNESS WHEREOF, this Agreement is effective as of the last date of signing set forth herein below, which day and month in subsequent years in which MEMBER adheres to the terms of this Agreement shall be called the anniversary date of this Agreement.

THE UNIVERSITY OF TENNESSEE

Industry Member

Authorized signature

Authorized signature

Title

Title

Date

Date