

Access, Use and Non-Disclosure Agreement

_____, (“Recipient”) requests that Jordan Valley Water Conservancy District (“District”) provide the Recipient with technical data from one of District’s water treatment plants (“Data”) in order to respond to a Request for Information and subsequent requests associated with the District’s SERWTP Digital Twin Project (the “Procurement”).

In consideration of the mutual covenants and conditions contained herein, to induce the parties hereto to provide certain information to each other and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

(1) The Recipient shall—

- (a) Be allowed access to the Data solely for the Permitted Purposes set forth in Section 1(b) in the manner set forth in Section (2).
- (b) Use, modify, or reproduce the Data only for the following permitted purposes (“Permitted Purposes”):
 - 1. Constructing, refining, and maintaining a digital model of the District’s treatment plant (“Digital Twin”) for purposes of responding to the Procurement and any award of work following the Procurement.
 - 2. Evaluating, demonstrating, and developing the Recipient’s technology (“Technology”), including any derivative software, algorithms, and tools used to create or operate digital models, provided that any disclosure of the District’s Data to external parties is governed by Section 1(c) below.
- (c) Except as otherwise permitted herein, the Recipient shall not release, display, or disclose the Data, without the express written permission of the District, to any person other than its employees, subcontractors, or suppliers who require such Data for the Permitted Purposes.
- (d) Treat the Data with the same degree of care to avoid unauthorized disclosure to any third party as with respect to the Recipient's own confidential information of like importance, but with no less than reasonable care.

(2) Use of the Digital Twin and Marketing

- (a) The Recipient may use the Digital Twin to respond to the Procurement and any award of work following the Procurement.
- (b) The Recipient may also use the Digital Twin for demonstrations to prospective customers, marketing, customer outreach, and other promotional activities, provided that such use does not disclose the District’s name, the District’s confidential or identifying features, or any Data itself.
- (c) Notwithstanding any prohibition in this Agreement on the disclosure of the District’s Data, the Recipient may display or visually represent portions of such Data within the Digital Twin during demonstrations, marketing, or promotional activities, provided that:

1. The District's name, location, or other identifying features are not revealed unless the District has granted prior written consent under Section (2)(d).
 2. The display does not allow any third party to directly extract, copy, or otherwise reproduce the underlying Data.
 3. Such displays remain under the Recipient's control at all times and do not constitute delivery of raw or exportable datasets to any third party.
- (d) The Recipient may publicly state that the Digital Twin is based on information from a water treatment plant in Salt Lake County, Utah, unless otherwise agreed to in writing by the District.
- (e) With the District's prior written consent, the Recipient may reference the District by name or develop a jointly approved case study or marketing materials, provided the District has given explicit approval for such usage.
- (3) The Digital Twin shall at all times remain the exclusive property of the Recipient, and the District shall have no control over the Recipient's independent use or commercialization of the Digital Twin. For the avoidance of doubt, nothing in this Agreement grants the District any ownership or control over the Recipient's Technology, including all associated software, algorithms, or derivative works.
- (4) Except as provided herein, the date range for Data that will be made available to Recipient will begin with January 1, 2024 and extend through December 31, 2026.
- (a) New Data will be provided by the District on a regular basis, but the District reserves the right, in its sole discretion, to stop providing Data at any time or to withhold Data for specific days or dates, if it determines doing so is in the District's best interest.
- (b) Recipient's access to the Data will be terminated immediately if Recipient fails to respond to the Procurement with responsive and responsible submissions or if Recipient fails to comply with the terms of this Agreement.
- (5) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release, open access to the Data, or disclosure to unauthorized third parties.
- (6) Intellectual Property Ownership
- (a) The Data shall remain the exclusive property of the District.
- (b) The Digital Twin, including all associated intellectual property rights, shall remain at all times the exclusive property of the Recipient. Nothing in this Agreement shall be construed to grant the District any ownership or control over the Digital Twin or the Recipient's Technology (including any improvements, software enhancements, or derivative works) made by the Recipient based on or in connection with the Data, except as may be provided in a contract arising from the Procurement.
- (c) The District shall have no control over the Recipient's independent use or commercialization of the Digital Twin.

(d) **Anonymized or Aggregated Data.** For the purposes of research and development, the Recipient may transform the Data into anonymized, aggregated, or otherwise de-identified data (“Anonymized Data”) such that the identity of the District and the underlying Data cannot be reasonably ascertained. Once transformed to Anonymized Data, such data is not considered Data as defined herein and may be retained by the Recipient beyond the term of this Agreement, provided it is used only for legitimate internal product improvement, machine learning, or demonstration purposes and does not reveal the District’s identity.

(7) The Recipient agrees to accept these Data “as is” without any District representation as to suitability for intended use or warranty whatsoever. In no event shall either party or its affiliates or any of their respective directors, officers, employees, agents or representatives have any liability to other party relating to or arising out of any use of the Data in accordance with this Agreement. This disclaimer and waiver do not affect any obligation the Recipient or the District may have regarding Data specified in a contract for the performance of that contract following the Procurement.

(8) The Recipient agrees to indemnify and hold harmless the District, its agents, and employees from every claim or liability, including attorneys’ fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the District by the Recipient or any person to whom the Recipient has released or disclosed the Data.

(9) The Recipient is executing this Agreement for its own benefit. By entering into this Agreement or using the Data as described herein, the parties are not entering into a partnership, joint venture, or any other type of shared business arrangement.

(10) The Recipient agrees to destroy the Data, and all copies of the Data, in its possession once the Recipient no longer needs the Data for the purposes described in paragraph 2 or upon the written request of the District. Notwithstanding the foregoing, the Recipient may retain Anonymized Data.

(11) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending upon December 31, 2026. The obligations imposed by this Agreement that by their nature should survive termination or expiration of this Agreement, shall survive the expiration or termination of the Agreement.

(12) This Agreement constitutes the complete agreement between the parties hereto with respect to the subject matter hereof and shall continue in full force and effect until terminated by mutual agreement of the parties hereto.

COMPANY (Insert Name)

Jordan Valley Water Conservancy District

Authorized Signer (Insert Name and Title)

DATE

DATE