



DOE Standard Energy Efficiency Data Platform | Berkeley Lab Data Privacy Terms

You, and your company or organization (PROVIDER) have agreed to upload and provide PROPRIETARY DATA, including energy efficiency data, building and building energy performance data to the Standard Energy Efficiency Data (SEED™) Platform database that the Department of Energy (the Government) and its Laboratories (the latter referred to herein as the RECIPIENT) have created and provide for use for registered users.

PROPRIETARY DATA is defined as follows:

- (a) DATA that embody trade secrets or commercial or financial information that is confidential and privileged;
- (b) DATA information that is confidential and privileged and developed at private expense (i.e., not with Federal funds);
- (c) DATA that contains information that is not customarily released to the public; and/or
- (d) DATA that contains information whose disclosure to the public could result in financial harm to the PROVIDER, to owners of buildings whose information is contained in the DATA, or to other stakeholders.

By consenting to these terms, PROVIDER certifies that the above statements apply to the DATA, and consents to the DATA being labeled and treated as PROPRIETARY DATA. If PROVIDER wishes to provide non-proprietary data, please contact SEEDinfo@lbl.gov.

By uploading and providing PROPRIETARY DATA to the Recipient and the SEED™ Platform, PROVIDER has agreed that RECIPIENT may host, display and manage such PROPRIETARY DATA solely for the PROVIDER and PROVIDER designated users to access, analyze and manage through the SEED™ Platform. The RECIPIENT will not disclose this data to any outside entity, and if the RECIPIENT needs to access the data, it is only to aid in software feature development and enhancement, testing and debugging of the (SEED™) Platform

In providing this DATA, you as the PROVIDER agree to the following:

The RECIPIENT may duplicate and use the PROPRIETARY DATA with the express limitations that it may not be disclosed outside the Government or used for purposes of manufacture without prior permission of the PROVIDER, except that further disclosure or use may be made solely for the following purposes:

- (a) Use (except for manufacture) by support services contractors within the scope of their contracts;
- (b) Use PROPRIETARY DATA for aid in software feature development and enhancement, testing and debugging of the (SEED™) Platform, under the restriction that the PROPRIETARY DATA be retained in confidence and not be further disclosed; and
- (c) This PROPRIETARY DATA may be disclosed to other contractors participating in the SEED™ Platform project, of which this contract is a part, for information or use (except for manufacture) in connection with the work performed under their contracts, and under the restriction that (i) the PROPRIETARY DATA be retained in confidence and not be further disclosed, (ii) the PROPRIETARY DATA will be destroyed when their participation has ended, and (iii) the contractor and its affiliates will not retain any copy of the PROPRIETARY DATA outside their participation in the project or once their participation has ended.

The PROPRIETARY DATA shall remain protected until the PROVIDER provides notice of termination of their account on the SEED™ Platform and notice to remove PROPRIETARY DATA from the SEED Platform database, at which time the RECIPIENT will return and destroy the copy of the PROPRIETARY DATA uploaded in the SEED™ Platform database to the PROVIDER.