



EGLE #: _____

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DATA SHARING AGREEMENT BETWEEN
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY
AND
PARTY:

**FOR THE NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE FORMULA
PROGRAM**

1. Introduction

This Data Sharing Agreement (DSA) is between the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and Party:

(Provider). EGLE and Provider are collectively referred to as the parties.

Provider is the party that is disclosing electric vehicle data under this DSA, as more specifically described in **Schedule A (the data)**. EGLE is the party that is collecting or receiving data from Provider under this DSA.

This DSA establishes the conditions under which Provider agrees to disclose the data to EGLE and it provides for the protection of that data. It also identifies the responsibilities of each party and establishes terms governing the use, disclosure, and disposition of the data.

2. Purpose

The U.S. Federal Highway Administration's (FHWA) National Electric Vehicle Infrastructure (NEVI) Formula Program provides funding to States to strategically deploy electric vehicle charging infrastructure and establish an interconnected network to facilitate data collection, access, and reliability. EGLE is responsible for carrying-out the NEVI Formula Program according to federal requirements. The purpose of this DSA is to acquire the information necessary to fulfill the data reporting obligations according to the FHWA's [NEVI Standards and Requirements](#), monitor charging station performance, inform future charging infrastructure planning, and educate the public. The data will be used by EGLE only as is expressly agreed upon by the parties under this DSA.

3. Data To Be Shared

Provider will provide EGLE with the data described in **Schedule A** for all projects funded by the NEVI Formula Program, to the extent the data is within Provider's possession, custody, or control. Data disclosed by Provider remains the property of Provider.

4. Method of Transfer

The data will be shared by access to the Provider's online portal and via the following means per transfer category listed in Schedule A.

Table 1. How Data Shared

Quarterly	Near-Real Time
EGLE Provided Form (Spreadsheet)	Application Programming Interface (API)

For Provider portal access, the data available will, at a minimum, match the quarterly and near-real time data requirements. The Provider portal will also allow EGLE the ability to run and export reports with the available data in XML, CSV or another machine-readable format.

5. Frequency of Transfer

The data to be shared under this DSA will be transferred only at a frequency and for a period of time as is necessary to meet the requirements of the NEVI Formula Program. The frequency will be quarterly, and near-real time as noted in **Schedule A**, and the duration is to be at least ten years.

6. Notices and Consents

To the extent required by law, regulations, or rules, Provider covenants that appropriate notices, consents, and authorizations have been and will continue to be obtained from the individuals and entities the data concerns.

7. Provider's Responsibilities

Provider agrees to:

- a. Provide EGLE with access to the data consistent with laws, regulations, rules, and contractual obligations, and the terms and conditions of this DSA.
- b. Use reasonable efforts to ensure the completeness, accuracy, and timeliness of the data provided under this DSA.
- c. If necessary, work with EGLE and the Department of Technology, Management, and Budget (DTMB) to facilitate the sharing of data under this DSA.
- d. Perform access reviews as needed to ensure that EGLE has established and uses adequate administrative, technical, and physical safeguards to protect data.

8. EGLE's Responsibilities

EGLE agrees to:

- a. **Protect the data.** EGLE agrees to establish and use appropriate administrative, technical, and physical safeguards to protect the data from being accessed, used, or stored in a manner other than as provided in this DSA and to impose upon any contractor the same requirements should EGLE engage a third-party to assist in the curation or analysis of the data.
 - i. **Administrative safeguards** include policies, procedures, training, and other measures designed to carry out security requirements. For example, appointing a security officer or implementing an incident response plan.
 - ii. **Physical safeguards** include limitation of access to physical areas of information systems. For example, implementing a clean-desk policy, requiring locked file cabinets, or use of identification cards to access certain areas.
 - iii. **Technical safeguards** include automated processes used to protect and control access to data on information systems. Examples include encryption, use of passwords, and data loss prevention tools.
- b. **Report data to the U.S. Federal Highway Administration.** EGLE will disclose the data to FHWA in accordance with the requirements of the NEVI Formula Program.
- c. **Report data to other State of Michigan agencies.** EGLE will disclose the data to other state agencies that will be involved in the oversight of the NEVI Formula Program, including but not limited to the Michigan Department of Transportation (MDOT), Michigan Public Service Commission (MPSC), and Office of Future Mobility and Electrification (OFME).
- d. **Report data to the public.** EGLE will disclose the data to members of the public in accordance with the requirements of the NEVI Formula Program and the Michigan Freedom of Information Act. As such, EGLE may choose to make the data publicly available on a designated webpage, in pamphlets, presentations, or by other means of disclosure.
- e. **Use the data only for the stated purpose.** EGLE will use the data provided under this DSA solely for the purposes identified in §2 above and in this §8.
- f. **Minimize data requests, usage, and disclosures.** EGLE will request, use, and disclose only the minimum amount of data necessary to fulfill the requirements of the NEVI Formula Program.
- g. **Comply with retention and disposal schedules.** EGLE agrees to destroy the data, including copies of the data, consistent with applicable law and State record retention and disposal schedules.

9. Costs and Damages

Each party will be responsible for its own costs, losses, and damages related to the sharing of data under this DSA. Neither party will be liable to the other for any claim related to or arising

under this DSA for consequential, incidental, indirect, or special damages. If any act, error, omission, negligence, misconduct, or breach by EGLE or its contractor compromises the security or integrity of the data, EGLE will take all reasonable actions required to comply with applicable law as a result of such security incident.

10. Cooperation; Execution of Additional Agreements

The parties will execute such documents as may be necessary to realize the intentions of this DSA or comply with law. The parties will also require third parties to execute such documents as may be necessary to realize the intentions of this DSA or comply with law. Examples include service contracts and vendor agreements.

11. Issue Resolution

The parties will work collectively to resolve system issues relative to EGLE’s access to the data. Additionally, upon the request of either party, the parties will convene as reasonably necessary for the purpose of resolving problems that may arise in the administration or enforcement of this DSA. The parties will exchange documentation as reasonably necessary to identify and explain issues and positions. Any portion of this DSA that may be subject to interpretation will be addressed at these meetings.

12. Notices

Notices and other written communications must be addressed to the individuals below or their successors. Parties may amend contact information by providing written notice of the change to the other party. Notices or other written communications required or related to this DSA must be in writing and delivered in person or by email.

For EGLE:

Aimee M. Crouch, J.D., Legal Specialist
Information Management Division, EGLE
517-243-9040
CrouchA@Michigan.gov

Lauren Magirl, Engineer
Materials Management Division, EGLE
517-582-0386
MagirlL@Michigan.gov

For Provider:

Name: _____ Title: _____

Division/Department: _____

Company: _____

Phone: _____ Email: _____

13. Amendments

This DSA may be amended by written agreement of the parties. If amendment to this DSA is required to comply with federal or State laws, rules, or regulations, the parties will promptly enter into negotiations to meet those legal requirements.

14. Effective Date and Term

This DSA is effective when signed by both parties. Unless terminated by written notification, this DSA will remain in effect for at least ten (10) years after the effective date and may remain in effect longer if the Parties do not choose to terminate at that time. Final point of termination will be indicated by written notice from one party to the other party.

15. Survival

The rights, obligations, and conditions set forth in §7, Provider's Responsibilities; §8, EGLE's Responsibilities; and any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this DSA, survives any such termination or expiration.

16. Entire Agreement

This DSA replaces and supersedes all prior agreements between the parties relating to the subject matter of this DSA.

17. Execution

This DSA may be executed in counterparts, each of which is deemed to be an original, and all of which taken together constitutes one and the same instrument. The signature of any party transmitted by email is binding.

18. Successors; Assignment

This DSA inures to the benefit of and is binding upon the parties, their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns. Neither party may assign this DSA to any other party without the prior approval of the other party.

19. No Third-Party Beneficiaries

This DSA does not confer any rights or remedies upon any person or entity other than the parties and their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns.

20. Authority to Bind

Each person signing this DSA represents that he or she is duly authorized to execute this DSA on behalf of the responsible Party.

For EGLE:

Brad Pagratis, Director
Information Management Division, EGLE

Date

For Provider:

Signature

Date

Name: _____ Title: _____

Division: _____ Department: _____

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

Schedule A Data To Be Shared

Provider agrees to share with EGLE data in section a. on a quarterly basis for a period of at least 10 years; Provider agrees to share with EGLE data in section b. on a near-real time basis prior to the charging station being available for public use for testing transfer and for a period of at least 10 years. Data shared with EGLE shall be de-identified to be free of personally identifiable information for any customer using the charging station. Examples of personally identifiable information are name, address, social security or credit card information.

- a. Requires quarterly submittals of data for all projects funded by the NEVI Formula Program that include:
 - i. Charging station name or identifier (this must be the same charging station name or identifier used to identify the charging station in data made available to third-parties per the NEVI Final Rules)
 - ii. Charging port name or identifier (this must be the same charging port name or identifier used to identify the charging port in data made available to third-parties per the NEVI Final Rules)
 - iii. Charging session start time, end time, and any error codes associated with an unsuccessful charging session by port
 - iv. Energy (kilowatt-hour [kWh]) dispensed to EVs per session by port
 - v. Peak session power (kW) by port
 - vi. Payment method associated with each charging session
 - vii. Charging station uptime in accordance with the equation in the NEVI Final Rules for each of the previous three months
 - viii. Duration (minutes) of each outage

- b. Requires near-real time submittals of data for all projects funded by the NEVI Formula Program that includes:
 - i. Unique charging station name or identifier
 - ii. Address (city, state, and zip code) of the property where the charging station is located
 - iii. Geographical coordinates in decimal degrees of exact charging station location
 - iv. Charging station operator name
 - v. Charging network provider name
 - vi. Charging station status (operational, under construction, planned, or decommissioned)
 - vii. Charging station access information:
 - Charging station access type (public or limited to commercial vehicles)
 - Charging station access days/times (hours of operation for the charging station)
 - viii. Charging port information:
 - Number of charging ports
 - Unique port identifier
 - Connector types available by port
 - Charging level by port (DC fast charger, Level 2, etc.)

- Power delivery rating in kW by port
 - Accessibility by vehicle with trailer (pull-through stall) by port (yes/no)
 - Real-time status by port in terms defined by Open Charge Point Interface
- ix. Pricing and payment information:
- Pricing structure
 - Real-time price to charge at each charging port, in terms defined by Open Charge Point Interface 2.2.1
 - Payment methods accepted at charging station