



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

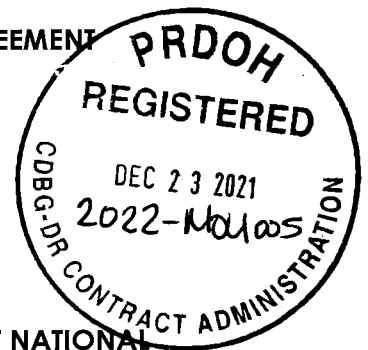
INFORMATION SHARING ACCESS AND NON-DISCLOSURE AGREEMENT

BETWEEN THE

PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)
CDBG-DR PROGRAM

AND

BATTELLE MEMORIAL INSTITUTE, ON BEHALF OF PACIFIC NORTHWEST NATIONAL
LABORATORY



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This **INFORMATION SHARING ACCESS AND NON-DISCLOSURE AGREEMENT** (hereinafter, "**ISA-NDA**" or the "**Agreement**") is entered into in San Juan, Puerto Rico this 23 of December, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "**PRDOH**"), a public agency of the Government of Puerto Rico created under Act. No. 97, of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the "Department of Housing Act" (the "**Organic Act**"), with principal offices at 606 Barbosa Ave., Juan C. Cordero Dávila Building, San Juan, Puerto Rico, represented herein by William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico, in his capacity as PRDOH Secretary, and BATTELLE MEMORIAL INSTITUTE ON BEHALF OF PACIFIC NORTHWEST NATIONAL LABORATORY (hereinafter, "**PNNL**"), under its own right and under the authority of Contract No. DE-AC05-76RL0 1830 for the management and operation of the Pacific Northwest National Laboratory for the U.S. Department of Energy, with principal offices at 902 Battelle Boulevard Richland, WA 99354, herein represented by Erica Belsito, of legal age, married, and resident of Richland, Washington, duly authorized to represent PNNL through a Delegation of Authority.

1. INTRODUCTION AND PURPOSE. The Parties voluntarily enter into this ISA-NDA to govern the collection, use, access, disclosure, security, and retention of data and information shared between them. The purpose of this ISA-NDA is to enable the PRDOH to share with PNNL the model home designs from the Home Repair, Reconstruction, or Relocation Program (**R3 Program**) for energy and performance analysis. PNNL, funded by the Department of Energy, will provide technical support to PRDOH to analyze the submitted R3 home model designs regarding their energy efficiency measures. PNNL will quantify the difference between the 2018 building code (IECC 2018, 2019), the previous revision (IECC 2009, adopted in 2011), and models in the context of Puerto Rico rebuild, and the application of Green Building Standard in their design.

2. BACKGROUND.

- a. On September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities, and damaging homes, businesses and government facilities, thereby triggering the displacement of thousands of residents of the Island from their homes and jobs.
- b. Under various public laws, the United States Congress allocated to Puerto Rico both Community Development Block Grant - Disaster Recovery (**CDBG-DR**) and Mitigation (**CDBG-MIT**) funds, and subsequently designated the PRDOH as the grantee and administering entity for these funds.

- c. On March of 2021, the PRDOH notified the Construction Managers their intention of sharing the R3 Program model home designs with PNNL for energy and performance analysis.
- d. As per PNNL's official request, it is the PRDOH's intention to enter into this ISA-NDA with PNNL to establish procedures by which PRDOH may exchange data subject to the Personally Identifiable Information, Confidentiality, and Nondisclosure Policy (**PII Policy**), with PNNL.

3. DEFINITIONS. As used in this Agreement, the following terms will have the following meanings:

- a. **BREACH:** Occurs when confidential information is viewed, leaked, or accessed by anyone who is not someone authorized to have access to this information, as part of their official duties.
- b. **CONFIDENTIAL AND/OR SENSITIVE INFORMATION:** Refers to information or data pertaining to government agencies or non-government organizations (NGO)s that the government agencies or NGOs would not want to be disclosed to unauthorized parties. All disclosures of CONFIDENTIAL AND/OR SENSITIVE INFORMATION to PNNL by PRDOH, whether seen, heard, or written, shall be identified as proprietary at the time of disclosure and any writing shall be marked proprietary at the time such writings are first furnished to PNNL. All non-written disclosures containing CONFIDENTIAL AND/OR SENSITIVE INFORMATION shall be identified as proprietary at the time of disclosure and summarized in writing, marked proprietary and furnished to PNNL within thirty (30) days of the oral disclosure.
- c. **CONFIDENTIALITY:** The protection of sensitive information.
- d. **HUD:** Refers to the United States Department of Housing and Urban Development.
- e. **INCIDENT:** (a) The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for another than authorized purpose, have access or potential access to the confidential information in usable form, whether physical or electronic; and/or (b) any violation of any of the terms of this Agreement. The term encompasses both suspected and confirmed incidents involving confidential information.
- f. **NONDISCLOSURE:** The act of not making something known.
- g. **PERSONALLY IDENTIFIABLE INFORMATION (PII):** Any information that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual. 2 C.F.R. § 200.79. For example, when linked or linkable to an individual, such information includes, but is not limited to, an address, name, social security number, date and place of birth, mother's maiden name, account number, license number, vehicle identifier number, license plate number, device identifier or serial number, internet protocol address, biometric identifier (e.g., photograph, fingerprint, iris scan, voice print), educational information, financial information, medical information, criminal or employment information, and information created specifically to identify or authenticate an individual (e.g., a random generated number). PII constitutes "Controlled Unclassified Information."

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A. PRDOH shall:

- 1. Provide information regarding the R3 Program model home designs, including drawings and plans.
- 2. Provide a point of contact person to facilitate communication between the PNNL and PRDOH.

B. PNNL shall:

- 1. Maintain the confidentiality of the information as stated in this ISA-NDA and the PII Policy.
- 2. Only share the information provided by PRDOH with the specific PNNL staff who have a "need to know" over the information.
- 3. Provide a point of contact person to facilitate communication between PRDOH and PNNL.

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5. POINTS OF CONTACT.

PRDOH

Joeni L. Camacho Luciano
Deputy Director Housing Grant
Management
606 Barbosa Ave.
San Juan, P.R. 00918
(787) 274-2527, ext. 6623
jcamacho@vivienda.pr.gov

PNNL

Erica L. Belsito
IP Specialist
902 Battelle Boulevard
Richland, WA 99354
509-375-6518
Erica.belsito@pnnl.gov

6. TERM AND AMENDMENT.

- A. This Agreement will take effect as of the date affixed hereto by the Party last signing this Agreement and continue for **twelve (12) months**, ending on 22 of December 2022. PNNL shall maintain the identified CONFIDENTIAL AND/OR SENSITIVE INFORMATION in confidence for a period of three (3) years from the Effective Date of this Agreement.
- B. This Agreement may only be amended upon written mutual consent of both parties.

7. PROTECTION OF CONFIDENTIAL AND/OR SENSITIVE INFORMATION.

- A. PNNL will hold the information and data disclosed under this ISA-NDA in strict confidence and will take all reasonable precautions to protect such information (including, without limitation, all precautions the PNNL employs with respect to its own confidential materials) to avoid unauthorized access, use or disclosure.
- B. PNNL must comply with 2 C.F.R. § 200.303 and the PII Policy and shall take reasonable measure to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82.
- C. PNNL will not further disclose any information or data provided by PRDOH to outside third parties without the express consent of PRDOH.
- D. PNNL will instruct all individuals with access to the information regarding the confidential nature of the information and the safeguard requirements of this Agreement.
- E. PNNL will employ appropriate technical, physical, and administrative safeguards to secure any and all data shared under the provisions of this

Agreement, whether in physical or electronic form, and store it only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use.

- F. PNNL understands the confidential nature of the information and agrees that it and all entities shall comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of the Information. PNNL understands that it and all entities are responsible for any privacy incidents concerning the Information while in their possession and/or control.
- G. In the event of a suspected or actual security-related incident, a Security Incident Notice must be issued immediately, and sent to the PRDOH CDBG-DR Program Legal Director by e-mail to: LegalCDBG@vivienda.pr.gov; or by postal mail to: CDBG-DR Legal Division, P.O. Box 21365, San Juan, PR 00928-1365; or in person at PRDOH's Headquarters at: CDBG-DR Legal Division, 606 Barbosa Avenue, Juan C. Cordero Davila Building, Río Piedras, P.R. 00918.

8. GENERAL TERMS AND CONDITIONS.

- A. To the extent permitted by law, PNNL shall and hereby agree to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the PRDOH and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the PNNL in the performance of the efforts called for in this Agreement.
- B. Nothing in this ISA-NDA is intended to conflict with current laws or regulations. If a term of this ISA-NDA is inconsistent with such authority then that term shall be invalid, but the remaining terms and conditions of this ISA-NDA shall remain in full force and effect.
- C. This ISA-NDA is an agreement between the PRDOH and PNNL. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the Government of Puerto Rico, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISA-NDA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America or the Government of Puerto Rico, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- D. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party. Except, this Agreement and all CONFIDENTIAL AND/OR SENSITIVE INFORMATION received hereunder, if any, may be transferred to the DOE or its designee upon termination, if any, of PNNL's Management & Operation Contract with the DOE to operate the Pacific Northwest National Laboratory. PNNL shall also continue to be bound by the terms of this Agreement regardless of such assignment or transfer.
- E. This ISA-NDA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISA-NDA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and

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policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

- F. The PRDOH and PNNL understand that during the course of this ISA-NDA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues.
- G. This ISA-NDA constitutes the entire agreement between the Parties with regard to information sharing.
- H. This ISA-NDA, when executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.
- I. In the event of a privacy incident emanating from this ISA-NDA, PNNL will investigate the incident pursuant to PNNL standard procedures and will consult the PRDOH in order to diagnose, mitigate and manage the privacy incident. The PRDOH will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.
- J. PNNL acknowledges and agrees that a breach of the terms of this Section may cause PRDOH and applicants to suffer irreparable damage that may not be remedied or compensated adequately only by mere monetary retribution. PNNL further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, PNNL agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.
- K. PRDOH and PNNL further recognize that the shared information is subject to the rights of audit and inspection of various federal and state agencies and the disclosure of such information may be required by law. All written CONFIDENTIAL AND/OR SENSITIVE INFORMATION provided to PNNL hereunder is subject to inspection by U.S. Department of Energy (DOE) employees and shall be protected against further disclosure by DOE employees under 18 U.S.C. §1905.
- L. The parties hereby certify, that to the extent applicable, that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- M. The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to PNNL a **five (5) day** notice of termination, upon receipt of such notice, PNNL shall immediately discontinue and cease all use of the CONFIDENTIAL AND/OR SENSITIVE INFORMATION. Furthermore, PNNL shall immediately proceed to return the CONFIDENTIAL AND/OR SENSITIVE INFORMATION to PRDOH and safely dispose any copy made to it, in any form, if necessary.
- N. PRDOH is compelled to comply with Act Number 18 of October 30, 1975, as amended, which requires the registration of this ISA-NDA to the Office of the Comptroller of Puerto Rico within **fifteen (15) days** from the date of its execution.

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9. SIGNATURE.

The signatories below represent that they have the authority to make such commitments on behalf of their respective organizations.

PRDOH

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 23, 2021 13:31 AST)
William O. Rodríguez Rodríguez, Esq.
Secretary
606 Barbosa Ave.
San Juan, PR 00918

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PNNL

Erica T. Belsito
Erica T. Belsito (Dec 23, 2021 09:03 PST)
Erica Belsito
IP Specialist
902 Battelle Boulevard
Richland, WA 99354









ISA-NDA PRDOH - Battelle-PNNL (final version)

Final Audit Report

2021-12-23

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