

DATA USE AGREEMENT

This **Data Use Agreement**, dated as of (“Agreement”), is by and between **Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V.**, represented by **Max-Planck-Institut für Plasmaphysik**, located at Boltzmanstraße 2, 85748 Garching, Germany (“Data Provider”) and The Trustees of Princeton University, as manager and operator of the Princeton Plasma Physics Laboratory (“PPPL”) under the Department of Energy contract number DE-AC02-09-CH11466 located at 100 Stellarator Road, Princeton, New Jersey, USA (“Recipient”).

WHEREAS, Data Provider has created data files from the ASDEX Upgrade discharge published by D. Carralero et al 2017 Nucl. Fusion 57 056044 which contains confidential and/or proprietary belonging to or in the legal possession of Data Provider (“Data Set”);

WHEREAS, Recipient desires to use and/or disclose the Data Set which was created by or in the ownership of legal possession of the Data Provider.

WHEREAS, Data Provider agrees to provide the Data Set to Recipient for the explicit purposes stated herein, in accordance with the following terms and conditions:

I. Use and Disclosure.

A. Purpose. Recipient agrees to not use or disclose the Data Set for purposes other than academic research and specifically only with respect to comparisons with the gyrokinetic turbulence code Gkeyll (“Purpose” or “Study”). Recipient further agrees not to use or disclose the Data Set other than as permitted or required by this Agreement or as required by law. The parties acknowledge and agree that as manager and operator of PPPL under contract with the U.S. Government, Recipient may disclose Information to the U.S. Government, which is subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act (18 U.S.C. 1905).

B. Limitation. Recipient may use or disclose the Data Set solely to perform functions, activities, or services necessary for its academic research function, provided that such use or disclosure would not violate any applicable laws.

C. Exception. For the avoidance of doubt, the parties expressly agree that there shall be no use or other limitation on results generated by Recipient using the Data Set in the course of the Purpose. Said results shall be considered confidential information of Recipient, until published by Recipient, and shall be considered the sole property of Recipient. To the extent any of Provider’s Data Set is included in the results of the Purpose, Provider continues to own that Data Set.

II. Authorized Users. The Data Set shall only be used or disclosed by entities or persons authorized under this Agreement. Recipient represents that Dr. Gregory W. Hammett and other employees and students participating in the conduct of the Study are the persons who are
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authorized to use or disclose the Data Set.

III. Agents. Recipient agrees to ensure that any agent, including a subcontractor, to whom it provides the Data Set, agrees to the same restrictions and conditions that apply through this Agreement to Recipient with respect to such information. Recipient further agrees that any such agent shall enter into a data use agreement substantially similar to this Agreement, or for Recipient's employees, be bound under their employment obligations to the Recipient.

IV. Safeguards. Recipient agrees to use appropriate safeguards to prevent use or disclosure of the Data Set other than as provided for in this Agreement.

V. Reporting. Recipient agrees to report to Data Provider any use or disclosure of the Data Set not provided for by this Agreement of which it becomes aware.

VI. Publications and Acknowledgments. Before Recipient submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Study obtained using the Data Set (each, a "Publication"), it shall provide the Data Provider with a copy of the proposed Publication. The Data Provider will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that any confidential information belonging to it is appropriately protected. The parties agree that any Publications arising out of the Research will be in accordance with accepted scholarly standards for publication of physics research. In all events, all Publications shall acknowledge the participation of Provider and EUROfusion, which has sponsored the creation and maintenance of the Data Set. For the avoidance of doubt, nothing in this Agreement restricts Recipient's right to publish, except to ensure that publication would not inadvertently divulge confidential or proprietary information.

VII. Term and Termination.

A. Term. This Agreement shall be effective as of the date set forth above, and shall terminate when all of the Data Set provided by Data Provider to Recipient is destroyed or returned to Data Provider, or, if it is infeasible to return or destroy the Data Set, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon Data Provider's knowledge of a material breach by Recipient, Data Provider shall either:

1. Provide an opportunity for Recipient to cure the breach or end the violation. If Recipient does not cure the breach or end the violation within the time specified by Data Provider, Data Provider shall terminate this Agreement; or

2. Immediately terminate this Agreement if Recipient has breached a

material term of this Agreement and cure is not possible.

C. Effect of Termination.

1. Except as provided in paragraph (ii) of this Section 9(c), upon termination of this Agreement, for any reason, Recipient shall return or destroy the Data Set. Recipient shall retain no copies of the Data Set.

2. In the event that Recipient determines that returning or destroying the Data Set is infeasible, Recipient shall provide to Data Provider notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Data Set is infeasible, Recipient shall extend the protections of this Agreement to such Data Set and limit further uses and disclosures of such Data Set included therein to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Data Set.

VIII. Liability. Recipient shall be responsible for gross negligence, or willful misconduct as determined by a court of last resort of Recipient, its officers, employees, agents or subcontractors relative to the Data Set, including without limitation, any violations of Recipient's responsibilities under this Agreement with respect to the Data Set. In no event will either party be entitled to special, incidental, indirect, consequential, or punitive damages, including without limitation, lost profits, lost revenues or business interruption, arising out of or related to this Agreement, regardless of the nature of the claim and regardless of whether either party is aware of the possibility of such damages or losses.

IX. Miscellaneous.

A. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary.

B. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Data Provider to comply with applicable laws.

C. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein.

D. Compliance with Export Regulation and Similar Restrictions: The parties acknowledge that information covered by this Agreement may be subject to United States export control laws and regulations. Each party agrees to comply with such laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. If Data Provider intends to provide export controlled items or information in connection with the provision of Information, Data Provider agrees to provide the applicable Export Control Classification Number(s) (ECCN) to the extent the export controlled items or information are subject to the EAR, and/or the specific U.S. Munitions List

(USML) Category information to the extent the export controlled items or information are subject to the ITAR, in writing in advance of the disclosure so that Recipient may take proper measures to comply with applicable export laws and regulations.

E. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. For purposes of this Agreement, employees shall mean employees of Recipient as well as employees of Data Provider. This Agreement does not prohibit or restrict such employees from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

MAX-PLANCK-GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN e.V.	The Trustees of Princeton University
<p>21. Oktober 2025</p> <p>By: <u>Sibylle Günter</u></p> <p>Name: Professor Dr. Sibylle Günter</p> <p>Title: Representative of the Board of Directors of Max-Planck-Institute for Plasma Physics, itself representative of Max-Planck-Gessellschaft zur Foerderung der Wissenschaften</p> <p>21. Oktober 2025</p> <p>By: <u>Susanne Russell</u></p> <p>Name: Susanne Russell</p> <p>Title: Representative of the Board of Directors of Max-Planck-Institute for Plasma Physics, itself representative of Max-Planck-Gessellschaft zur Foerderung der Wissenschaften</p>	<p>DocuSigned by:</p> <p>By: <u>John Ritter</u> AA9D17B3CC5E468</p> <p>Name: John Ritter</p> <p>Title: Executive Director, Office of Technology Licensing and New Ventures</p>