

**DRAFT**

# **TOTAL GRID ORCHESTRATION TGO ALLIANCE**

## **CHARTER & AGREEMENT**

**PREPARED FOR**

**TGO Alliance Members**

**15 AUGUST 2024**

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## Introduction

- A. The Parties to this Agreement wish to participate in a technical Alliance titled 'Total Grid Orchestration Alliance', also referred to as 'TGO Alliance' or 'Alliance'.
- B. The Parties intend to participate in the TGO Alliance by sharing knowledge and expertise to identify issues and capability gaps and work together to develop frameworks, models, use cases and requirements and best practices to inform solution development and relevant policies, standards, and practices.

This Agreement sets out the details of the Alliance of the relationship between the Parties.

## Purpose of the Alliance

### Vision

Orchestrating the Grid to Deliver the Energy Transition

### Mission

The Total Grid Orchestration (TGO) Alliance will foster a collaborative forum to establish an industry-wide framework for grid orchestration across planning, engineering and operation through a unified risk assessment, identification, and mitigation approach. The TGO Alliance is dedicated to promoting a faster, more integrated and dynamic grid orchestration to enable the grid platform to continue delivering reliable and affordable services. We strive to inform and improve situational awareness, integrated planning, and operational capabilities across Generation, Transmission, Distribution, and Behind-the-Meter assets to maximize distributed and variable energy supply and demand optimization. Our goal is to optimize the electric grid to deliver better outcomes through a balanced and scalable approach, and through dynamic grid lifecycle management, bridge the gap between planning and operations to support the energy transition and ensure a reliable and sustainable grid.

### Values

These fundamental values will serve as the foundation for achieving our mission and goals as an Alliance:

- **Collaboration**  
We believe in the power of collaboration and working together to achieve a common goal.
- **Innovation**  
We value innovation and encourage the adoption of new technologies and practices to enhance grid reliability, resiliency, and security.
- **Inclusivity**  
We understand diversity of thought is a key driver of success and are committed to promoting diversity and inclusivity within the energy industry and ensuring all stakeholders have a voice.
- **Transparency**  
We foster transparency and open communication among stakeholders to build trust and foster a culture of accountability.
- **Customer-Centric**  
We strive to meet the needs of energy consumers, now and in the future, by promoting a sustainable and reliable energy grid.
- **Agility**  
We are committed to delivering quick results through iterative, pragmatic, and flexible strategies that consider the evolving needs of the industry.



## Approach

To support our vision and mission, the TGO Alliance will:

- a) **Facilitate** collaboration and cooperation among energy industry stakeholders to address challenges related to Total Grid Orchestration.
- b) **Promote** the development of requirements and best practices for Total Grid Orchestration across the energy industry.
- c) **Provide** a forum for knowledge sharing and learning among energy industry stakeholders to drive continuous improvement and innovation in Total Grid Orchestration.
- d) **Enable** the adoption of innovative technologies and practices that enhance grid reliability, resiliency, and efficiency.

## Commencement and Duration

The Alliance commenced with an effective date of July 26, 2024. The Alliance will endure in perpetuity unless otherwise agreed upon in writing by members. The Alliance Charter shall be reviewed and updated on a 3-year cadence, or as otherwise deemed appropriate by the Steering Committee, to align with shifting priorities and alliance needs.

## Governance

### Membership

#### Membership Eligibility

Membership shall be granted to any eligible entity by request and upon signing the Alliance Charter. It is assumed signatories have sufficient authority to join the Alliance and represent their affiliated company.

#### Classes of Membership

- a) **Full Member:** Utility members operating in North America, and supporting the vision, mission, and activities of the Alliance shall be eligible to become Members of the Alliance. Members are eligible to serve on the Steering Committee, join Working Groups, nominate and vote on Steering Committee Members, and participate fully in Alliance activities, provided the Steering Committee shall be entitled to act within their rights as outlined in the Alliance Charter.
- b) **Associate Member:** Any public or private entity that provides goods, services and/or support in the areas of communication, control, or information technologies for enhancing functionality within any electric system or electricity market, including, but not limited to, the United States Department of Energy (DOE), national labs, state energy agencies, energy service providers, equipment manufacturers, transmission operators, information technology companies, non-profit organizations and others, shall be eligible to participate in TGO Alliance events as deemed appropriate by the Steering Committee. Associate Members will have full participation rights within the Alliance except for voting. Associate Members may engage in Alliance meetings, Working Groups, and hold designated officer positions as elected by Full Members.

The ratio of Associate Members to Full Members shall not exceed 50% (Full members must represent 51% or greater of Alliance Membership).

The Alliance may invite third party entities (e.g., technology vendors, regulators, consultants, etc.) to advise or participate as deemed appropriate by the Steering Committee.

## **Membership Voting Rights**

Full Members shall be entitled to vote on any matter opened to a vote of the Members. Each Member may designate in writing a person who shall be entitled to exercise its voting and other rights as a Full Member of the Alliance.

## **Resignation of Membership**

Membership in the Alliance is on a voluntary basis. Any Member may resign from membership by providing written notice (e.g., email) to the Steering Committee.

## **Meetings of Members**

Fifty (50) Percent of the Members represented in person or by proxy shall constitute a quorum at any membership meeting. A Member may vote in person or by proxy executed in writing. A passing vote shall be considered two-thirds (2/3) or greater by members voting in person or by proxy.

## **Steering Committee**

### **General Powers**

The activities and affairs of the Alliance shall be managed by the Steering Committee. Committee Members are generally responsible for:

- Review and approval of the Alliance's strategic plan and major initiatives.
- Ensuring alignment with the Alliance's mission and objectives, and providing advice and support to the Alliance Officers.
- Providing additional guidance and oversight as needed.

### **Composition and Qualifications**

The initial Steering Committee shall be comprised of the founding members as defined in the 2024 TGO Alliance Operating Plan. The Steering Committee shall consist of no more than one Member from each represented utility and shall be comprised of no more than fifteen (15) total Committee Members.

- The Steering Committee may add Steering Committee Members through the first year of the Alliance to fill initial position vacancies.
- Steering Committee Members shall serve for a term of three (3) years. The Steering Committee shall fill vacancies for the remainder of the term as necessary.
- Members of the Alliance shall nominate and vote on Steering Committee Members at the end of the appointed term.
- A Steering Committee Member may vote in person or by proxy executed in writing.

### **Meetings of the Steering Committee**

Regular meetings of the Steering Committee shall be held no less than two (2) times annually. Special meetings of the Steering Committee may be called by the Alliance Officers or a Committee Member or at the recommendation of the Alliance Manager.

Meetings of the Steering Committee will operate under the following rules:

- The Alliance Manager will notify Committee Members of planned meeting date and agenda with at least fourteen days' notice.
- Each Committee Member will have one vote, including the Chair of the alliance.

- Committee Members may nominate a representative to attend meetings and vote on their behalf.
- Fifty (50) Percent of the Members represented in person or by proxy shall constitute a quorum at any membership meeting
- A passing vote shall be considered two-thirds (2/3) or greater by members voting in person or by proxy.

## Officers

The Officers of the Alliance shall consist of two (2) Co-Chair and one Alliance Manager. Additional positions may be established as deemed appropriate by Steering Committee.

The Officers will serve three (3) year terms or until their successors have been duly elected and qualified. Officer positions shall be nominated and elected by the Steering Committee.

There shall be no compensation for Officers of the Alliance.

## Removal/Resignation

Any Officer may be removed by a two-thirds (2/3) or greater vote of the Steering Committee whenever, in its judgment, the best interests of the Alliance would be served thereby. Any Officer may resign at any time by written notice to the Steering Committee. A resignation is effective upon receipt unless otherwise specified by a future date.

A vacancy in any Office due to death, resignation, removal, disqualification or otherwise, may be filled by the Steering Committee for the unexpired portion of the term of said Office.

## Co-Chair

The Chairmen shall supervise the affairs of the Alliance. The Chairmen are responsible for providing leadership and direction to the Alliance, ensuring it operates effectively and efficiently, and represents the interests of the Alliance to external stakeholders.

Specifically, responsibilities of the Chairmen include:

- Setting strategic direction for the Alliance, in consultation with other Members.
- Representing the Alliance to external stakeholders, such as regulators, policymakers, and the media, and advocating for the interests of the Alliance as appropriate.
- Providing guidance and support to other Members, including coaching and mentoring.
- Ensuring the Alliance operates in a transparent and accountable manner, and all decisions are made in the best interests of the Alliance as a whole.
- Facilitating communication and collaboration between Members and ensuring there is alignment on goals and objectives.
- Managing any conflicts or issues that arise within the Alliance and working to resolve them in a timely and effective manner.
- Ensuring the Alliance is financially sustainable, and resources are used efficiently and effectively.

## Alliance Manager

The Alliance Manager shall be responsible for overseeing and coordinating the key Alliance activities and initiatives. This includes managing timelines, resources, as well as ensuring all Parties involved are aware of their roles and responsibilities. The Alliance Manager is responsible for coordinating the

efforts, managing risks and resources, and ensuring the Alliance is on track to meet its objectives and deliver value.

Specifically, the responsibilities of the Alliance Manager may include:

- Developing and maintaining a plan outlining the objectives, timelines, and resources required.
- Coordinating the efforts of Working Groups, including managing communication and collaboration.
- Ensuring all Parties involved are aware of their roles and responsibilities, and there is clarity on goals and expectations.
- Managing risks associated with the Alliance, including identifying potential conflicts and developing mitigation strategies.
- Monitoring progress and performance of the Alliance and escalating issues or risks as necessary.
- Providing regular reports to the Chairmen, Steering Committee, and Members on the status of the Alliance as appropriate.

The Alliance Manager will leverage the support of Associate Members as appropriate to support these responsibilities (e.g., planning, material development, note taking, etc.).

### **Working Groups**

Working Groups shall be established by the Steering Committee as appropriate, and in alignment with the Alliance Strategic Mission and Goals. Working Groups shall consist of Members and Associate Members on a voluntary basis. Working Groups shall be composed of individuals from different organizations who have the expertise and experience required to meet the objectives. Working Group Members shall:

- Focus on specific challenges/priorities and activities with defined scope and goals.
- Responsible for reporting progress to the Alliance on a regular basis.

### **Working Group Leads**

Each Working Group will have designated Working Group Leads appointed by the Steering Committee. The role of Working Group Leads is to manage and coordinate the activities of specific Working Groups within the Alliance. Each Working Group shall be co-led by one Member and one Associate Member.

Specifically, the responsibilities of Working Group Leads include:

- Developing and maintaining a clear mandate for the Working Group, including its objectives, timelines, and deliverables.
- Coordinating the efforts of Working Group Members, including managing communication and collaboration.
- Ensuring all Working Group Members are aware of their roles and responsibilities, and there is clarity on goals and expectations.
- Managing risks associated with the Working Group, including identifying potential conflicts and developing mitigation strategies.
- Monitoring progress and performance of the Working Group and taking corrective action when necessary.
- Providing regular reports to the Alliance on the status of the Working Group and its impact on the Alliance.

## Information Management

The Alliance Manager shall provide a suitable collaboration tool/system that allows all Members to actively contribute. This system shall be secure such that Contributions, Draft Work Products, and other confidential material is suitably protected per the terms of this Agreement.

Black & Veatch elects to maintain the Alliance Archive for the duration of the Alliance and for a period of at least 2 years after Alliance dissolution. This period is subject to extension by the Steering Committee. The Alliance Manager elects to ensure all data stored in the Alliance Archive are referenced to the associated copyright documentation stored as part of the Alliance Archive.

## Confidentiality

No confidential or proprietary information from Members or affiliated parties shall be disclosed to the Alliance. This includes, but is not limited to NERC CIP, customer data, financial information, trade secrets, technical specifications, intellectual property, and any other type of confidential or proprietary information not intended for disclosure to the Alliance.

Each Member hereby agrees to ensure all participating Members shall:

- a) Keep confidential all information of confidential nature (whether written or oral) concerning this Agreement and the business affairs of any other Member obtained or received as a result of the discussions leading up to or entering into or performance of this agreement (the 'Information');
- b) Keep confidential all Alliance materials or products which are not considered final or approved for sharing by the Steering Committee.
- c) Make all relevant participants aware of the confidentiality of the Information and provisions of this clause and without prejudice to the generality of the foregoing to ensure compliance.

## Publication and Press Releases

Any Member may issue a press release or public announcement regarding membership activities to generate awareness of the TGO Alliance. It is envisioned that the Alliance Manager and Steering Committee will provide pre-approved content for publication and/or press releases available to the Members. Press releases or public announcements shall be approved by the Alliance Manager and Co-Chair, and notification to the Steering Committee. It is expected that any work products and materials developed by the Alliance or designated working group will be approved by the Steering Committee prior to publication.

## Commercial Exploitation

The Members agree that they will not undertake communication that would be a violation of applicable antitrust laws and regulations such as exclusion of competitors or exchange of competitively sensitive information regarding costs, prices, quantity or quality of production levels, methods or channels of distribution, markets, customers, business and commercial strategy, innovation roadmaps, future product characteristics, or any confidential information that is important for a company to protect in order to maintain or improve its competitive position in the market. Nothing contained herein will be considered as affording the Members any undue advantage for the purpose of any subsequent public procurement procedure which will (if required) be open to the market, including the Members, on a fair and equal basis.



Participation in this Agreement and in any related committees is not conditioned on any exclusivity. Nothing in this Agreement will prevent any party from entering into similar arrangements with third parties, including to develop or co-promote competing solutions or technology. Nor will participation in this Agreement bind any party to use any Specification, prototype, or product in lieu of any competing offering.

The TGO Alliance and its Members do not seek any financial gain, or other advantages from participation here within. All products and materials developed by the Alliance shall ultimately be made public for the betterment of the industry.

## **Liability**

In no event will any Member be liable to another Member for lost profits, loss of use, loss of data or any incidental, consequential, indirect, or special damages.