

Memorandum of Understanding

between

The Regents of the University of California

and

Hyundai Engineering & Construction Co., Ltd.

Concerning Cooperation on Energy Efficiency Technology

This Memorandum of Understanding (MOU) is between The Regents of the University of California, in its capacity as the manager and operator of the Lawrence Berkeley National Laboratory (LBNL), and Hyundai Engineering & Construction Co., Ltd. (Hyundai). LBNL is a U.S. Department of Energy National Laboratory managed and operated by The Regents of the University of California pursuant to Contract No. DE-AC02-05CH11231.

For purposes of this MOU, LBNL and Hyundai are collectively herein referred to as "Participants" or separately as "Participant."

1. Objective

The objective of this MOU is to explore potential future collaboration between the Participants in the fields of building energy and environment.

2. Areas of Planned Cooperation

The Participants express their intention to collaborate in the following areas:

- i. Experimental evaluation of building technologies
- ii. Computer simulation of building performance

The scope of above activities and cooperation may be changed or extended to other areas by mutual written consent of the Participants, with any future collaborative research to be undertaken pursuant to an appropriate written agreement therefor.

3. Commencement, Modification and Discontinuation

- A. Cooperative activities under this MOU may commence upon signature of the Participants and continue for a five (5) year period, unless discontinued in accordance with Paragraph B of this Section 3.
- B. The Participants may discontinue this MOU at any time in writing. A Participant that wishes to discontinue its participation in this MOU should endeavor to provide

at least thirty (30) days written notice to the other Participant(s).

- C. This MOU may be modified in writing by mutual consent of the Participants, and may be extended for additional periods.

4. Designated Representatives

- A. To administer the implementation of this MOU, each Participant should designate one principal coordinator in charge of the collaboration, through whom all requests and plans of that Participant are to be made.
- B. The designated representatives may hold meetings when necessary to discuss matters related to cooperation under this MOU.
- C. For purposes of this MOU, the designated representative for LBNL is the Environmental Energy Technologies Division Director, or another LBNL designated principal coordinator. The designated representative for Hyundai is Jung Chul Kim, Chief Technology Officer, or another designee as may be appointed by Hyundai.

5. General Considerations

- A. This MOU does not create any legally binding obligations.
- B. Each Participant should conduct the activities contemplated by this MOU in accordance with all applicable laws, regulations and other requirements to which it is subject, including, without limitation, export control laws and environment, health and safety laws and regulations.
- C. The conduct of cooperative activities contemplated by this MOU is subject to the availability of funding, personnel, and other resources.
- D. Each Participant is responsible for the costs it incurs in participating in cooperative activities under this MOU.

Signed in duplicate.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, LAWRENCE BERKELEY
NATIONAL LABORATORY

HYUNDAI ENGINEERING &
CONSTRUCTION CO., LTD.

By: 

By: 

Name: Dr. A. Paul Alivisatos

Name: Jung Chul Kim

Title: Laboratory Director

Title: Chief Technology Officer

Date June 11, 2013

Date 04 June 2013