

Memorandum of Understanding

between

**The Regents of the University of California, as Management and Operating Contractor for
Lawrence Berkeley National Laboratory**

and

Shenzhen Institute of Building Research Co., Ltd.

Concerning Cooperation in the Field of Building Energy Efficiency and the Shenzhen International Low Carbon City Project

This Memorandum of Understanding (MOU) is between The Regents of the University of California, in its capacity as manager and operator of the Lawrence Berkeley National Laboratory (LBNL), and Shenzhen Institute of Building Research Co., Ltd., China (IBR). 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 (Contract 31). IBR is a pioneer and leader in China in the fields of energy efficient and green building design and eco-city and low-carbon city planning, having its registered office at 29, Meiao 3rd Rd., Upper Meilin, Futian District, Shenzhen, China, 518031.

LBNL and IBR are collectively herein referred to as "Participants" or separately as "Participant."

1. Objective

The purpose of this MOU is to explore potential future collaboration between the Participants in the fields of energy efficient buildings and low-carbon cities.

2. Areas of Planned Cooperation

- A. The Participants express their intention to endeavor to collaborate on the Sino-U.S. low-carbon building and community innovation experiment center in the Shenzhen International Low Carbon City in one or more of the following areas:
 - i. Planning, construction, and operation of low-carbon districts and cities in China
 - ii. Development of technologies related to low-carbon regions and districts
 - iii. Integration, demonstration, and training and exchange of information related to technology integration
 - iv. Technical assistance to incubate industries developing low-carbon technologies

The scope of above activities and cooperation may be changed or extended to other areas by,

mutual written consent of the Participants.

B. The above activities and cooperation should be developed by:

- i. Exchange of information relating to the design, construction and operation of the Shenzhen International Low Carbon City project;
- ii. Visits and exchanges of researchers and experts;
- iii. Implementation of future collaborative research, to be undertaken pursuant to an appropriate written agreement therefor.

3. 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 should be made.
- B. The designated representatives may hold meetings when necessary to discuss matters related to cooperation under this MOU.
- C. The designated representative for LBNL is to be the Environmental Energy Technologies Division (EETD) Director, or LBNL designated principal coordinator. The designated representative for IBR is to be Qing Ye, the board chair of IBR, or another designee as may be appointed by IBR.

4. Commencement, Modification and Discontinuation

- A. Cooperative activities under this MOU may commence upon signature and continue for a five (5) year period, unless discontinued in accordance with Paragraph B of this Section 4.
- 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.
- C. This MOU may be modified in writing by mutual consent of the Participants, and may be extended for additional periods.

5. General Considerations

- A. 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.
- B. The Participants do not anticipate a need to exchange any business-confidential information. If this expectation changes as future projects are developed, the Participants should conclude an appropriate written agreement therefor.
- C. This MOU does not create any legally binding obligations.
- D. The conduct of cooperative activities contemplated by this MOU is subject to the

availability of funding, personnel, and other resources.

- E. 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

SHENZHEN INSTITUTE OF
BUILDING RESEARCH CO., LTD.

By:



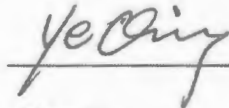
Name: Dr. A. Paul Alivisatos

Title: Laboratory Director

Date

6/12/13

By:



Name: Qing Ye

Title: Board Chair

Date

6/18/13