

WORLD EV CITIES AND ECOSYSTEMS WEB PORTAL AND CASE BOOK AGREEMENT

This World EV Cities and Ecosystems Web Portal and Case Book Agreement (the **Agreement**) is entered into between:

the **INTERNATIONAL ENERGY AGENCY**, an autonomous agency within the framework of the Organisation for Economic Co-operation and Development (the **IEA**) of 9, rue de la Fédération, 75015 Paris, France (the **IEA**), represented by Bo Diczfalusy, Director,

and

the **ROCKY MOUNTAIN INSTITUTE**, of 1820 Folsom Street, Boulder, CO 80302, United States of America (**RMI**), represented by Ben Holland, Project Manager,

and

DAVID BEETON of 8 The Crescent, Newcastle upon Tyne, NE7 7ST, United Kingdom, acting for, in his capacity as an Operating Agent of, Task 18, EV Ecosystems of the Implementing Agreement for Co-operation on Hybrid and Electric Vehicle Technologies and Programmes (the **HEV Task**),

and

the **UNIVERSITY OF CALIFORNIA, AT DAVIS** acting through the PH&EV Research Center of the Institute of Transportation Studies (the **PH&EV Research Center**) of 1 Shields Avenue, Davis, CA 95616 California, United States of America, represented by Tom Turrentine, Director of the PH&EV Research Center,

and

the **UNITED STATES DEPARTMENT OF ENERGY (DOE)** of 1000 Independence Avenue, SW, Washington, DC, 20585, acting for the Electric Vehicles Initiative (**EVI**) of the Clean Energy Ministerial, represented by Paul Telleen, International Relations Specialist,

referred to as, individually, the **Party** or, collectively, the **Parties**.

WHEREAS:

- A. The Parties wish to collaborate under the name of "Global Electric Vehicle Insight Exchange" towards the development and maintenance of a joint database containing existing and planned initiatives for the electrification of the vehicle fleet, which will assist cities to understand better what strategies other cities around the world are pursuing in this area, which strategies are successful and the challenges that remain (the **Joint Database**). The Joint Database shall subsequently be made available to the public via a website administered and maintained by the PH&EV Research Center.
- B. Additionally, the Parties wish to produce and publish a 'City Case Book', a compilation of city case studies relating to electric vehicle initiatives in cities around the world and containing a subset of the data from the Joint Database and analysis (the **Case Book**). The Case Book will be provided to attendees at the Clean Energy Ministerial on 25 April 2012.

THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Definitions

Capitalized words used in this Agreement will have the meanings set out in this Clause 1, unless they are otherwise defined in the body of this Agreement.

Case Book means a compilation of city case studies relating to electric vehicle initiatives in cities around the world and containing a subset of the data from the Joint Database and analysis.

Commencement Date means 1 October 2011.

Common Data Request Form means a form setting out agreed common data parameters that the Parties shall use in order to collect consistent New Data, such form to include the Release.

Confidential Information has the meaning given in Clause 6.1 of this Agreement.

Data Provider refers to members of the Parties' respective EV Networks and/or to other entities affiliated with the Parties' respective efforts to promote electric vehicles who have agreed to provide data to the Parties for the Joint Project.

EV Network is a group of political jurisdictions that has been brought together by one of the Parties for the purpose of promoting peer-to-peer sharing of EV-related insights and lessons learned.

Initial Period has the meaning given in Clause 8.1 of this Agreement.

Joint Database means a joint database containing existing and planned initiatives for the electrification of the vehicle fleet, which will assist cities to understand better what strategies other cities around the world are pursuing in this area, which strategies are successful and the challenges that remain.

Joint Database Specification means a technical specification for the Joint Database, including specifications regarding its content and functionality.

Joint Project means the project between the Parties to collaborate in the creation and maintenance of the Joint Database, the production and publication of the Case Book and the making available of the Joint Database and Case Book to the public.

Joint Project Schedule means the schedule set out in Annex II to this Agreement.

New Data means any and all data and electric vehicle initiative city case studies collected by a Party during the term of this Agreement for the purpose of carrying out the Joint Project.

New IP means any and all intellectual property rights (including but not limited to copyrights) in or to the Joint Database as it may exist at any point in time and in or to the Case Book.

Pre-existing Data means the existing data and/or databases compiled or owned by (or licensed to) a Party relating to electric vehicle initiatives and contributed by a Party under this Agreement for the purpose of carrying out the Joint Project.

Release means the Release set out in Annex III to this Agreement.

Requesting Party shall have the meaning given in Clause 6.3 of this Agreement.

Terms and Conditions means the agreed terms and conditions and disclaimer of liability that shall govern the public's use of the Joint Database.

Web Pages means the pages of a new website administered by the PH&EV Research Center, through which the public will access the Joint Database.

Web Pages IP means any elements of text, graphics, logos, photographs, designs or other artwork owned by (or licensed to) a Party and contributed or used by it for inclusion on the Web Pages (but not including the New IP).

Web Pages Specification means the technical, content and visual specifications for the Web Pages.

2. Creation of the Joint Database and Web Pages

2.1. For the purposes of carrying out the Joint Project:

2.1.1. the PH&EV Research Center shall:

- (a) in consultation with the other Parties:
 - (i) draft the Joint Database Specification, the Common Data Request Form and common formats, protocols and procedures for the collection and verification of New Data for inputting into the Joint Database; and
 - (ii) choose a name for the Joint Database and the name's graphic representation that shall appear on the Web Pages (as referred to in Clause 3.1);
- (b) create the Joint Database in accordance with the Joint Database Specification;
- (c) ensure that any third parties sign the Release before it collects New Data from such parties and retain the original signed Releases for safekeeping purposes;
- (d) input its Pre-existing Data and New Data, including data from the Case Book, and any Pre-existing Data and New Data relevant to the Joint Database that has been provided to it by the other Parties, into the Joint Database;
- (e) promptly provide its Pre-existing Data and New Data relevant to the Case Book to the IEA so that the IEA can compile all material for the Case Book;
- (f) using the Common Data Request Form, collect New Data from third parties with whom it has data sharing arrangements, at least once a year throughout the term of this Agreement and, to the extent reasonably possible, verify any New Data that it collects;
- (g) input the relevant New Data provided to it by the other Parties into the Joint Database and/or update or replace any existing data in the Joint Database with New Data from time to time as may be necessary to keep the Joint Database up to date during the term of the Agreement;

- (h) create the Web Pages in accordance with the Web Pages Specification;
- (i) upload the Joint Database to the Web Pages so that the Joint Database is accessible to the public via the Web Pages;
- (j) during the term of this Agreement, ensure that the Joint Database remains in good working order;
- (k) ensure that the Web Pages are maintained online and that the Parties and the public can access the Joint Database via the Web Pages during the term of this Agreement (including by ensuring that the Web Pages and/or the Joint Database are free from technical errors, bugs or issues);
- (l) enable the other Parties to access and use, in accordance with the terms of this Agreement, the raw data constituting the Joint Database so that such Parties can out any corrections and any upgrades, improvements and other modifications to the Joint Database as may be agreed pursuant to Clauses 2.1.6(c)(i) and 2.4.2 below. If, for any reason, the other Parties are unable to access the raw data constituting the Joint Database for such purpose, the PH&EV Research Center agrees to carry out such agreed corrections, updates, upgrades, improvements and changes; and
- (m) subject to Clause 2.4.1, make any changes to content relating to the other Parties on the Web Pages, as may be requested by any of the Parties from time to time during the term of this Agreement.

2.1.2. the IEA, the HEV Task, RMI and EVI shall each:

- (a) as soon as possible following the Commencement Date, acquaint the members of their respective EV Networks with the Joint Project and invite their members to become Data Providers; provided, however, that the Parties shall be under no obligation to secure their members' participation, and that no obligation or expectation of participation shall pass from the Parties to their respective EV Network members;
- (b) using the Common Data Request Form, collect New Data from willing Data Providers; and to the extent reasonably possible, verify such collected New Data;
- (c) ensure that all Data Providers sign the Release before they provide New Data to the relevant Party and provide the original signed Releases to the PH&EV Research Center for safekeeping purposes;
- (d) provide to the PH&EV Research Center the New Data relevant to the Joint Database that they each have collected and verified, together with any of their Pre-existing Data that they deem appropriate to include in the Joint Database, so that the PH&EV Research Center can input such New Data and Pre-existing Data into the Joint Database;

- (e) at their own discretion, provide their respective Web Pages IP to the PH&EV Research Center for inclusion in the Web Pages;
- (f) in the case of the non-IEA Parties, provide to the IEA the New Data relevant to the Case Book that they each have collected and verified, together with any of their Pre-existing Data that they deem appropriate to include in the Case Book, so that the IEA can compile the Case Book;
- (g) in the case of the non-IEA Parties, and at their own discretion, assist the IEA by drafting and/or reviewing the analysis sections of the Case Book;
- (h) collect further New Data from their respective EV Network members who have chosen to become Data Providers at least once a year throughout the term of this Agreement using the Common Data Request Form, provided, however, that Data Providers have the right, without restriction, to withdraw from the Joint Project at any time for any or no reason; and, to the extent reasonably possible, verify such New Data; and
- (i) provide to the PH&EV Research Center the New Data that they each have collected and verified during the term of this Agreement so that the PH&EV Research Center can input such New Data into the Joint Database.

2.1.3. additionally, the IEA shall:

- (a) compile all New Data and Pre-existing Data relevant to the Case Book that it has collected itself or which has been provided to it by the other Parties and use such compiled material to produce the Case Book;
- (b) draft the analysis sections of the Case Book; and
- (c) provide the draft version of the Case Book to RMI for editing.

2.1.4. additionally, RMI shall edit the Case Book and arrange for the laying out of the final draft of the Case Book and provide an electronic, read to print version of the Case Book in InDesign format to the DOE, acting on behalf of EVI, for printing;

2.1.5. additionally, EVI shall:

- (a) arrange for, at its own cost, printing of 100 (one hundred) hard copies of the Case Book and delivery of such copies to the venue of the Clean Energy Ministerial by 24 April 2012; and
- (d) ensure that the hard copies of the Case Book are disseminated to attendees of the April 2012 Clean Energy Ministerial.

2.1.6. all of the Parties shall:

- (a) frequently exchange information on the status of their various Joint Project tasks via face to face meetings and/or telephone or web conferences;

- (b) from time to time during the term of the Agreement:
 - (i) review the accuracy, currency and completeness of the data in the Joint Database and cooperate in order to carry out any necessary corrections and/or updates to such data; and
 - (ii) suggest to one another, and use best endeavours to agree upon, any upgrades, improvements or other modifications that could be made to the Joint Database and the Web Pages and cooperate in order to carry out any such agreed upgrades, improvements and/or other modifications; and
- (c) cooperate to resolve any issues that may arise in relation to the Joint Project.

Financial aspects of the Joint Project

- 2.2. Each Party shall obtain its own funding and bear its own costs in carrying out its obligations under this Agreement.
- 2.3. The Parties agree that the public's access to, and use of, the Joint Database will be free of charge for so long as it is made available to the public pursuant to this Agreement and that, similarly, the Case Book will be distributed free of charge.

Consultation and approvals

- 2.4. The following matters require the prior written (e.g. by email) approval of all Parties:
 - 2.4.1. the wording of acknowledgements regarding each of the Parties' respective contributions to the Joint Project, one of which shall be included in a foreword section of the Case Book and the other on a 'Partners' Page' on the Web Pages;
 - 2.4.2. any material upgrades, improvements or other modifications to the Joint Database, including material changes to the nature of the data that could be included in the Joint Database; and
 - 2.4.3. permitting any third parties to contribute any data or information to the Joint Database or to collaborate with the Parties in any way that involves the Joint Database.
- 2.5. The PH&EV Research Center agrees that it shall give the other Parties the opportunity to review draft and final versions of the Joint Database and shall obtain the other Parties' approval of the Joint Database before it is made available to the public through the Web Pages.
- 2.6. The IEA agrees that it shall give the other Parties the opportunity to review draft and final versions of the Case Book and shall use reasonable efforts to obtain the other Parties' approval of the Case Book before it is edited pursuant to Clause 2.1.4. Similarly, RMI agrees that it shall not make material changes to the Case Book during the editing process unless it obtains the prior written approval of the other parties.
- 2.7. Subject to Clauses 2.4.1 and 3, the PH&EV Research Center shall draft the Web Pages Specification and create the Web Pages (using, amongst other material, the Web Pages IP

provided to it by the other Parties). Nevertheless, the PH&EV Research Center shall use reasonable efforts to address any recommendations of the other Parties in this respect.

Timetable

- 2.8. When carrying out their respective obligations under this Clause 2, the Parties shall use best efforts to meet the timeframes specified in the Joint Project Schedule.

3. Placement of names and logos, links and attributions

Joint Database

- 3.1. The names and logos of each of the Parties shall appear in equal prominence on a 'Partners' Page' on the Web Pages, together with the agreed acknowledgement regarding the Parties' joint contributions to the Joint Database.
- 3.2. The following notice shall appear on the page of the Web Pages where users access the Joint Database for the first time:

*© 2012 Organisation for Economic Co-operation and Development/International Energy Agency
(www.iea.org), 9 rue de la Fédération, 75739 Paris Cedex 15, France,
Rocky Mountain Institute, of 1820 Folsom Street, Boulder, CO 80302, United States of America,
The PH&EV Research Center of the Institute of Transportation Studies of the University of
California, at Davis,
Task 18 of the Implementing Agreement for Co-operation on Hybrid and Electric Vehicle
Technologies and Programmes, and
The Electric Vehicles Initiative of the Clean Energy Ministerial*

- 3.3. The PH&EV Research Center shall ensure that users of the Joint Database shall be required to read and agree to the Terms and Conditions.

Case Book

- 3.4. The names and logos of each of the Parties shall appear on the inside front cover of the Case Book. Unless otherwise agreed between the Parties, no other logos will appear in the Case Book, except for certain logos of the Data Providers which may be included on pages inside the Case Book relating to the Data Providers' respective cities (but in no case shall the Data Providers' logos appear on or inside the front or back covers of the Case Book).
- 3.5. The Parties shall ensure that the agreed foreword and acknowledgement statements are included in the Case Book, authorised republications and all other derivative works of the Case Book, including any translations.
- 3.6. The Parties must ensure that a copyright notice and disclaimer, identical or substantially similar to the copyright notice and disclaimer set out below, appear on the inside front cover of the Case Book, authorised republications of part or all of the Case Book, in all other derivative works of the Case Book that are published and distributed to the public, and any other agreed ancillary works created by the Parties in relation to the Joint Project:

© 2012 Organisation for Economic Co-operation and Development/International Energy Agency
(www.iea.org), 9 rue de la Fédération, 75739 Paris Cedex 15, France,
Rocky Mountain Institute, of 1820 Folsom Street, Boulder, CO 80302, United States of America,
The PH&EV Research Center of the Institute of Transportation Studies of the University of
California, at Davis,
Task 18 of the Implementing Agreement for Co-operation on Hybrid and Electric Vehicle
Technologies and Programmes, and
The Electric Vehicles Initiative

No reproduction, translation or other use of this City Case Book, or any portion thereof,
may be made without prior written permission. Applications should be sent to:
rights@iea.org

This City Case Book is the result of a collaborative effort among the International Energy Agency (IEA), Rocky Mountain Institute, the PH&EV Research Center of the Institute of Transportation Studies of the University of California, at Davis, Task 18 of the Implementing Agreement for Co-operation on Hybrid and Electric Vehicle Technologies and Programmes and the Electric Vehicles Initiative (the "Joint Partners").

Any views expressed in this City Case Book do not necessarily reflect the views or policy of the any of the Joint Partners nor any of their individual member countries, members or participants. The City Case Book does not constitute professional advice on any specific issue or situation. The Joint Partners make no representation or warranty, express or implied, in respect of the City Case Book's contents (including its completeness or accuracy) and shall not be responsible for any use of, or reliance on, the City Case Book. For further information, please contact: rights@iea.org

4. Distribution and subsequent use of the Case Book

- 4.1. RMI shall provide the other Parties with an electronic, ready to print version of the Case Book in both InDesign and PDF format.
- 4.2. Parties may distribute and/or disseminate the Case Book, in any format, as they wish but will cooperate to ensure that entities or individuals do not receive hard copies from more than one of the Parties.
- 4.3. The layout, presentation, design, graphics, logos, colour and any descriptive notes on the front and back covers of any reprint of the Case Book must be the same as the layout, presentation, design, graphics, logos, colour and any descriptive notes on the front and back covers of the Case Book as printed initially pursuant to Clause 2.1. In any reprint of the Case Book, no Party may make any editorial changes that in any way alter, abridge or add to the content of the Case Book (including omitting any graphics, disclaimers or copyright attributions, or adding any foreword, preface or introductory statements) without the prior written consent of the other Parties.
- 4.4. Subject to Articles 4.7 and 6, for a period of two (2) years following the initial printing of the Case Book, any Party may, without the prior written consent of the other Parties, create derivative works of the Case Book for the sole purpose of organizing or participating in a

workshop or presentation relating to the Case Book and/or the Joint Project, provided the copyright notice referred to in Clause 3.6 appears in such derivative work.

4.5. Subject to Article 4.7, any Party that wishes to create derivative works of the Case Book:

4.5.1. for any reason other than those set out in Clause 4.4; and/or

4.5.2. more than two (2) years following the initial printing of the Case Book pursuant to Clause 2.1,

must first obtain the prior written consent of the other Parties.

4.6. No Party may commence any translation of the Case Book without the prior written consent of the other Parties. Such consent shall not be unreasonably withheld and will be deemed provided if a Party fails to respond to the requesting Party within 14 days of receipt of written notification from the requesting Party. The Parties may impose reasonable conditions in respect of any such translation.

4.7. For the avoidance of doubt, any portions of the Case Book that are works of the United States Government shall be freely available for reproduction and/or for creating derivative works and claim of copyright in such portions of the Case Book is not asserted.

5. Intellectual property

5.1. All intellectual property rights, including but not limited to copyright, in any Pre-existing Data and New Data of a Party shall remain the property of that Party (or its third party licensor(s)). Each Party agrees that the other Party can continue to use or license its own Pre-existing Data and New Data for whatever use it wishes.

5.2. For the term of this Agreement and subject to the terms of this Agreement, each Party grants to the other Party, or agrees to procure the grant to the other Party of, a non-exclusive royalty-free license (or sub-license as the case may be) to use and copy its Pre-existing Data and New Data to the extent reasonably required for carrying out the Joint Project or as may be permitted under the Terms and Conditions (where Pre-existing Data and/or New Data is contained in the Joint Database). A Party must obtain the relevant Party's prior written consent to use that Party's Pre-existing Data and/or New Data for any other use.

5.3. Subject to Clauses 5.1 and 5.2, in consideration for each Party's contribution to the Joint Project, all of the Parties shall jointly own the New IP except to the extent that the New IP is identical or substantially similar to the Pre-existing Data and/or New Data of any Party. Each Party may only use and copy the New IP to the extent reasonably required for carrying out the Joint Project, for its internal purposes or for any other use that may be permitted by the Terms and Conditions. A Party must obtain the prior written consent of the other Parties to use the New IP for any other use. Nevertheless, the Parties agree that any of the other Parties may reproduce extracts from the Joint Database and/or the Case Book in any of their respective publications and sell and/or distribute such publications anywhere in the world and in any format, during and after the term of this Agreement. However, under no circumstances shall the Case Book or any derivative work of the Case Book be sold by any of the Parties.

- 5.4. Each Party warrants to the other Parties that it:
- 5.4.1. owns its Pre-existing Data, or has all necessary permissions from any rightful third party owners in order to use such Pre-existing Data as contemplated by this Agreement, including to grant the licenses as set out above; and
 - 5.4.2. shall obtain ownership of its New Data, or obtain all necessary permissions from any rightful third party owners of such New Data in order to use such data as contemplated by this Agreement, including to grant the licenses as set out above. In this respect, the Parties acknowledge and agree that they will ensure that any third parties from whom they collect any New Data sign the Release. If New Data is collected by one or all of the Parties from third parties by means of a "back-office" functionality connected to the Joint Database, the Parties shall ensure that any such functionality shall require third party providers of New Data using the back-office functionality to agree to terms that are the same as or substantially similar to the terms of the Release.
- 5.5. Each Party represents to the other Parties that it owns, or has the right to use, any Web Pages IP that it provides to the PH&EV Research Center, or uses, for inclusion in the Web Pages. All intellectual property rights, including copyright, in each Party's Web Pages IP shall remain the property of that Party (or its third party licensor(s)).
- 5.6. The IEA shall draft the Terms and Conditions in consultation with the other Parties. The Parties agree that the Terms and Conditions shall govern the Joint Database once it is made available to the public via the Web Pages, provided that:
- 5.6.1. unless otherwise agreed between the Parties, third parties will not be given, or given the ability to access, download, reproduce, copy, add to, modify or publish, part or all of the raw data files constituting the Joint Database; and
 - 5.6.2. this Agreement will take precedence over the Terms and Conditions to the extent of any inconsistency.
- 5.7. The IEA shall serve as rights administrator and shall act as the contact for all third parties with regards to requests to copy or make use of part or all of any of the New IP in any form or medium (now known or devised in the future) and all languages worldwide.
- 5.8. Each Party shall promptly notify the other Parties if it receives a request from any third party to copy or use part or all of any of the New IP. No grant of further rights will be given unless the Parties have agreed that such grant is appropriate in the relevant circumstances.
- 5.9. Each Party covenants with the other Parties that it will do all acts and execute all documents as are reasonably required by the other Parties in order to more fully:
- 5.9.1. assign or complete any such assignment of the copyright and other intellectual property in or to the New IP as referred to in Clause 5.3; and
 - 5.9.2. grant any agreed approval as referred to in Clause 5.8.
- 5.10. Each Party shall notify the other Parties if it becomes aware of any unauthorized use or infringement, including use in breach of the Terms and Conditions, by a third party of the New IP. The Parties shall agree any action or strategy to be taken in such respect.

6. Confidentiality

6.1. For the purposes of this Agreement, “**Confidential Information**” means any information that, by its nature, a Party knows or should know is confidential or proprietary, including, but not limited to, the Pre-existing Data and the New Data and any information provided to a Party by or on behalf of any of the other Parties in connection with this Agreement and any other information designated as confidential by a Party and so notified to the other Party, unless such information is:

6.1.1. or becomes, generally known or publicly available from other sources, other than through an unauthorized act of the receiving Party. For the avoidance of doubt, to the extent that any data or material constituting Pre-existing Data and/or New Data becomes publicly available via the publication of the Joint Database and/or Case Book in accordance with this Agreement, such data or material shall no longer constitute Confidential Information;

6.1.2. already rightfully in the possession of the receiving Party without any obligation concerning its confidentiality prior to the disclosure to the receiving Party;

6.1.3. independently developed by the receiving Party without access to the other Party’s Confidential Information; or

6.1.4. rightfully obtained from a third party who has the right to transfer or disclose it.

6.2. Each Party must ensure that its experts, employees, agents, representatives and any sub-contractors, maintain the strict confidentiality of all Confidential Information and only disclose such Confidential Information for carrying out the Joint Project in accordance with this Agreement. Unless the disclosing Party gives prior written authorization to do so, the receiving Party must not and must ensure that its experts, employees, agents, representatives and any sub-contractors do not, disclose any Confidential Information without the disclosing Party’s prior written approval unless it is necessary for carrying out the Joint Project.

6.3. At the request of any Party (the **Requesting Party**) and/or following termination of this Agreement (as the case may be), a Party shall within 30 (thirty) days of request or termination:

6.3.1. return to the Requesting Party all documentation and material (and all copies) containing, reflecting, incorporating, or based on the Requesting Party’s Confidential Information;

6.3.2. erase all of the Requesting Party’s Confidential Information from its computer systems; and

6.3.3. certify in writing to the Requesting Party that it has complied with the requirements of this Clause 6.3.

7. No warranties; no liability

6.1 Each Party acknowledges and agrees that:

- 6.1.1 subject to Clause 5.4, the other Parties make no express or implied warranties concerning their respective Pre-existing Data or any New Data that such other Parties may collect and/or contribute for inputting into the Joint Database or reproducing in the Case Book, particularly no warranty of accuracy or fitness for a particular purpose or use; and
- 6.1.2 the other Parties shall not be liable for any costs, loss or damage of whatsoever nature arising (directly or indirectly) from its carrying out of the Joint Project or its access to, or use of, the Joint Database and/or the Case Book.

8. Term and termination

- 8.1. The term of this Agreement takes effect and begins on the Commencement Date and, unless terminated in accordance with this Clause 8, shall remain in force for two (2) years (the **Initial Period**). The Parties may agree to renew the Agreement for further two (2) year periods upon mutual written agreement prior to expiry of the Initial Period or any subsequent renewal period.
- 8.2. Any Party reserves the right to withdraw from this Agreement at any time in writing if one or more of the other Parties materially breach(es) this Agreement and where remedy of the breach is:
 - 8.2.1. possible, withdrawal will take effect within 30 (thirty) days following such written notification of breach if the breaching Party/Parties fail(s) to remedy the breach within such time period; and
 - 8.2.2. not possible, withdrawal will take effect upon the date of such written notification of breach.
- 8.3. Additionally:
 - 8.3.1. a Party may withdraw from this Agreement by providing prior 60 days prior written notice to the other Parties; and
 - 8.3.2. all of the Parties may terminate this Agreement upon mutual written agreement at any time.
- 8.4. If a Party withdraws from this Agreement pursuant to Clauses 8.2 or 8.3.1, the remaining Parties may:
 - 8.4.1. to the extent possible, agree to continue the Joint Project without including any new entity in replacement of the withdrawing Party; or
 - 8.4.2. subject to Clause 8.6 below, agree to replace the withdrawing Party with a suitable replacement entity, such replacement entity to be agreed in writing between the remaining Parties; or
 - 8.4.3. mutually agree to terminate the Agreement without any requirement to compensate the other Parties as a result of such termination.
- 8.5. In case of withdrawal of any of the Parties pursuant to Clauses 8.2 or 8.3.1 of this Agreement:

- 8.5.1. the provisions of Clause 11.1 will apply to the withdrawing Party after its withdrawal;
- 8.5.2. any New IP in existence as at the effective date of the withdrawing Party's withdrawal may continue to be used by the remaining Parties for the purposes of carrying out the Joint Project and shall remain jointly owned by the withdrawing and remaining Parties, in accordance with Clause 5 of this Agreement; and
- 8.5.3. the withdrawing Party must return to the Parties any Pre-existing Data, New Data and/or other Confidential Information and equipment belonging to the other Parties which is in the withdrawing Party's possession or control and assist in the transfer of the New IP to the other Parties so that they can continue with the Joint Project (including by maintaining the Joint Database available to the public online).
- 8.6. If a new entity is to replace the withdrawing Party as referred to in Clause 8.4.2, the remaining Parties shall agree to the terms and conditions which shall apply to that new entity's participation in the Joint Project.
- 8.7. Following termination of this Agreement, but subject to Clause 11.1, none of the Parties will be under any further obligation to perform under this Agreement.
- 8.8. Within 30 days of termination of this Agreement for any reason and unless otherwise agreed between the Parties:
 - 8.8.1. each Party must destroy any copies of the New IP in its possession or control; and
 - 8.8.2. the PH&EV Research Center must remove or prevent public access to the Joint Database and remove from the Web Pages any of the other Parties' Web Pages IP.

For the avoidance of doubt, each Party retains the right to continue using and publishing any Pre-existing Data and New Data that it contributed to the Joint Project.

- 8.9. Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

9. Notices

All notices under this Agreement will be in writing and will be sent via email. The email addresses and names of the people to whom emails should be sent are set out below in respect of the relevant Party:

- (a) For EVI:

Attention: Paul Telleen, U.S. Department of Energy.
Email: Paul.Telleen@hq.doe.gov

- (b) For the HEV Task:

Attention: David Beeton
Email: david.beeton@evecosystems.com

(c) For the IEA:

Attention: Chief Legal Counsel
Email: rights@iea.org
Copy: Lew Fulton, lew.fulton@iea.org

(d) For the PH&EV Research Center:

Attention: Tom Turrentine
Email: tturrentine@ucdavis.edu

(e) For RMI:

Attention: Benjamin Holland
Email: bholland@rmi.org

Notice will be deemed given upon electronic confirmation of delivery of an email.

10. Waiver

10.1 The failure by any Party to insist upon strict performance of any provision of this Agreement or to exercise, or any delay in exercising, any right or remedy will not constitute a waiver of that right or remedy and will not cause a diminution of the obligations established by this Agreement.

10.2 No waiver will be effective unless it is expressly stated to be a waiver and communicated to the other Parties in writing in accordance with Clause 9 (*Notices*) of this Agreement.

10.3 A waiver under Clause 10.2 of any right or remedy arising from a breach of this Agreement will not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Agreement.

11. General provisions

11.1 Clauses 5 (*Intellectual Property*), 6 (*Confidentiality*), 7 (*Warranties and liability*), 8 (*Term and termination*), Clause 11.9 (*Dispute Resolution*) and this Clause 11.1 will remain in full force and have full effect following expiry or earlier termination of this Agreement.

11.2 A Party may not assign, novate, subcontract or otherwise transfer any rights and/or obligations under this Agreement to any third party without the other Parties' prior written consent

11.3 This Agreement constitutes the entire agreement between the Parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous agreements, proposals, communications and discussions between or involving the Parties and related to the Joint Project, including the Joint Database, Case Book and Web Pages, whether oral or written. The provisions of the Agreement will not be varied, except by agreement in writing signed by an authorized signatory of each Party.

- 11.4 Each Party represents and warrants that their respective signatory, whose signature appears below, is duly authorized to execute this Agreement.
- 11.5 Any part, term or provision of this Agreement which is determined to be void, illegal or unenforceable will be severed and the remaining parts, terms and provisions of this Agreement will remain in full force and effect.
- 11.6 Nothing in this Agreement is to be construed as evidence of a partnership between the Parties.
- 11.7 This Agreement shall be signed in 5 (five) originals, each of which will be accorded equal validity.
- 11.8 This Agreement may be signed in counterparts, each of which will be deemed to be an original and together will constitute one entire document
- 11.9 Any dispute relating to this Agreement that cannot be settled amicably between the Parties within sixty (60) days of notification of a dispute by one Party to the other will be referred to a sole arbitrator in accordance with the optional arbitration regulation of the Permanent Court of Arbitration for International Organisations and Private Parties (The Hague) in force at the date of this Contract. The language of the arbitration will be English and will take place in Paris. In the absence of agreement between the Parties, the arbitrator will be designated by the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either Party. The arbitrator's decision will be binding on all Parties and there will be no appeal.

Agreed

In Paris

Date: 16/05 2012

For the International Energy Agency



Name: Bo Diczfalusy

Official title: Director

In:

Date: 5 May 2012

For the Rocky Mountain Institute



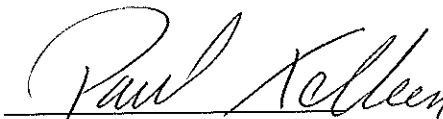
Name: Ben Holland

Official title: Project Manager

In: Los Angeles, CA USA

Date: 5 MAY 2012

For the Department of Energy, acting as
representative of the Electric Vehicles
Initiative



Name: Paul Telleen

Official title:

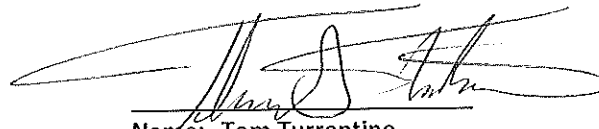
In: LOS ANGELES
Date: 4 MAY 2012

For Task XVIII of the Implementing
Agreement for Co-operation on Hybrid and
Electric Vehicle Technologies and
Programmes


Name: David Beeton

In:
Date: 5 May 2012

For the University of California, at Davis,
acting on behalf of the PH&EV Research
Center


Name: Tom Turrentine

Annex I

Part A: Pre-existing Data

Existing city case studies of each of EVI, Task 18 and RMI.

Part B: Description of Joint Database

The Joint Database will include information/data relating to existing and planned initiatives for the electrification of the vehicle fleet, which will assist cities to understand better what strategies other cities around the world are pursuing in this area, which strategies are successful and the reasons why other strategies may have failed.

The list of indicators included in the Joint Database includes (but is not limited to):

- Population
- City size (sq.km)
- # EVs
- # PHEVs
- # Other PEVs
- # Total PEVs
- # Public Level 2 chargers
- # Public DC Fast chargers
- HOV access
- Congestion pricing
- Infrastructure Stimulation/Investments
- Taxi program
- Bus programs
- Tax incentives
- % Coal (% energy mix)
- % Nat. Gas
- % Nuclear
- % Wind
- % Solar
- % Hydro
- % Geothermal
- % Other
- Avg. price of electricity per kWh
- Vehicles sales numbers (annually by model)
- EV VMT (annually)

Part C: Description of Web Pages

Basic functional requirements of the Web Pages include:

The web-portal will consist of three interactive components:

1. A world map interface linked to pages to showcase the deployment efforts and plans of cities and regions throughout the world in an attractive, common format which will include for each city:
 - a. Description of city (population, geography, economy, weather and urban form aspects)
 - b. Vision, goals and deployment strategy of city around electric vehicles
 - c. Electricity sector basics
 - d. Transport system basics (transit, auto mobility factors such as ownership rates, vehicle kilometers, types of vehicles, road systems, commercial and public fleets)
 - e. Data – updated quarterly- on sales, fleets, energy, rollout of chargers, (both of the participating city or region, but also national statistics as well)
 - f. Sidebars on specific projects (i.e.. Electric car sharing, electric taxis and buses, fleets, etc....)
 - g. Query of world cities data base (for example which cities are pursuing electric taxis)
 - h. Lessons learned
2. IEA Task 18 workshops with cities
 - a. Reports on completed workshops with cities around the world
 - b. Roadmap for electrification
 - c. EVs and cities of the future
3. World EV cities Congress
 - a. Annual meetings of world deployment cities
 - b. Presentations by cities
 - c. Proceedings from meetings

Annex II

Joint Project Schedule

Description of Joint Project milestones	Deadline
PH&EV Research Center, after consulting with the other Parties, finalises the Joint Database Specification and the Common Data Request Form and formats, procedures and processes for collecting and verifying New Data.	By 30 days from the Commencement Date
Parties use/collect and provide to the PH&EV Research Center and IEA their respective Pre-existing Data/New Data (as the case may be) for the Joint Database, Case Book and Web Pages IP.	By 90 days from the Commencement Date
PH&EV Research Center creates/compiles the Joint Database and provides the test version of the Joint Database to the other Parties for review pursuant to Clause 2.5.	By 120 days from the Commencement Date
The Parties other than PH&EV Research Center provide comments to the PH&EV Research Center regarding the test version of Joint Database.	By 135 days from the Commencement Date
IEA compiles the Case Book and drafts analysis section and provides first draft to the other Parties for review.	By 120 days from the Commencement Date
The Parties other than the IEA provide comments to the IEA regarding the first draft of the Case Book and their comments/drafted analysis sections of the Case Book to the IEA.	By 135 days from the Commencement Date
PH&EV Research Center provides test pages of the Web Pages to the other Parties for feedback pursuant to Clause 2.5.	By 120 days from the Commencement Date
The Parties other than the PH&EV Research Center provide feedback to the PH&EV Research Center regarding test pages of Web Pages.	By 135 days from the Commencement Date
IEA finalises the Case Book and provides electronic files of the final draft of the Case Book to RMI for editing.	March 12, 2012
RMI provides the edited version of the Case Book to RMI designer for lay out.	March 26, 2012
RMI provides the final version of the Case Book in DOE format for printing.	April 10, 2012
DOE arranges delivery of the hard copies of the Case Book to the venue of the Clean Energy Ministerial.	April 24, 2012
The PH&EV Research Center provides a final version of the Joint Database to the other Parties for review and approval pursuant to Clause 2.5.	By 150 days from the Commencement Date
The Parties other than the PH&EV Research Center provide approval/comments to the PH&EV Research Center regarding final version of the Joint Database.	By 165 days from the Commencement Date
The PH&EV Research Center uploads the Joint Database to the Web Pages and the Joint Database goes live on the internet via the Web Pages.	May 5, 2012

Annex III

Release for the Joint Database and Case Book

RELEASE FOR THE WORLD EV CITIES AND ECOSYSTEMS WEB PORTAL AND CASE BOOK

NAME OF DATA COLLECTOR:

Name of Data Collector's Contact Person:

Email address of Data Collector's Contact Person:

INFORMATION ABOUT ENTITY PROVIDING DATA OR CITY CASE STUDY (THE "DATA PROVIDER"):

Name	
Title	
Institution/Company	
Address	
Email	
Telephone	

DESCRIPTION OF DATA PROVIDER'S DATA OR CITY CASE STUDY

Brief description of data being provided by the Data Provider (the "Data")	Please generally describe the data/information you are providing and the format in which it is being provided:
--	---

I grant the above Data Collector a worldwide, non-exclusive, royalty-free, fully sub-licensable and transferable perpetual right to use and copy the Data (and any updates or changes to the Data that I provide in the future) in any way, including to modify, input with other data into a publicly available database or a compilation of case studies, display, reproduce, transfer, publish and otherwise disseminate part or all of the Data and in any and all media, including online databases and publications, existing now or later developed.

I warrant that the Data Provider owns or licenses the intellectual property rights in the Data, that the publication and other use by the Data Collector and/or any of its sub-licensees of the Data will not infringe the intellectual property rights of others, that I have full power to grant this license and that I have full authority to sign this form, even if the Data has more than one author.

I agree that I cannot retract the above licence, including by requiring that the Data or any updates or changes to the Data that I may provide in the future, be returned to me or cease being used in any way.

For and on behalf of the Data Provider:

Signature
Position:

Date