

**MEMORANDUM OF UNDERSTANDING**

**AMONG**

**THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA,**

**THE NATIONAL ENERGY ADMINISTRATION OF THE PEOPLE'S REPUBLIC OF CHINA**

**AND**

**CHINA OVERSEAS DEVELOPMENT ASSOCIATION**

**ON COLLABORATION FOR THE 2<sup>nd</sup> INTERNATIONAL SOLAR DECATHLON CHINA**

This Memorandum of Understanding (MOU) is a non-binding expression of intent among the Department of Energy of the United States of America (DOE), the National Energy Administration of the People's Republic of China (NEA), and China Overseas Development Association (CODA) as the organizer of the 2<sup>nd</sup> International Solar Decathlon China. The DOE, NEA, and CODA may be referred to individually as a "Participant" and together as the "Participants."

WHEREAS, the Governments of the United States of America and the People's Republic of China have a common goal in fostering sustainable economic and social development, while encouraging the use of distributed utilization systems and building-integrated photovoltaics technology as an important part of their collaboration;

WHEREAS, both governments also recognize the importance of energy efficiency technologies in buildings, and their scalability, deployment and affordability;

WHEREAS, DOE's Solar Decathlon is an international competition designed to promote the design of houses that are energy efficient, sustainable, and self-reliant in energy usage; and noting that the 2<sup>nd</sup> International Solar Decathlon China program is an opportunity for universities and colleges, technology developers, equipment manufacturers, and local and national Chinese government entities working together with United States industry leaders to demonstrate commercially available green building technologies and designs;

WHEREAS, NEA, as China's principal energy administrative authority, has declared its interest in holding the 2<sup>nd</sup> International Solar Decathlon event in China, and in undertaking to ensure a successful event that will integrate unique China-specific characteristics and needs;

WHEREAS, DOE as the founder and organizer of the original Solar Decathlon, intends to cooperate with NEA and CODA in this endeavor to organize the 2<sup>nd</sup> International Solar Decathlon China; and

WHEREAS, CODA is a national non-profit organization affiliated with China's National Development and Reform Commission, with the capability to organize the 2<sup>nd</sup> International Solar Decathlon China,

THEREFORE, the Participants have reached the following understanding:

### **Section 1**

#### **Objective**

1. The objective of this MOU is to establish a framework for collaboration among the Participants regarding the organization of the 2<sup>nd</sup> International Solar Decathlon China.
2. The Participants intend to collaborate on the basis of voluntary and mutual benefit, and exchange information on all aspects of the 2<sup>nd</sup> International Solar Decathlon China competition, to ensure a successful competition.

### **Section 2**

#### **Planned Collaborative Activities**

1. DOE gives its permission for NEA and its designated organizer, CODA, to use the term "Solar Decathlon" for "2<sup>nd</sup> International Solar Decathlon China". This includes the activity of licensing the Solar Decathlon brand for use by the NEA and CODA.
2. The NEA and DOE intend to provide the organizer with guidance and support on overall planning and major events of the 2<sup>nd</sup> International Solar Decathlon China.
3. CODA is to take full responsibility for the preparatory work of 2<sup>nd</sup> International Solar Decathlon China, including but not limited to: organizing and managing a global preparatory team, recruiting and providing training to participating teams, seeking a host city, organizing the opening and closing ceremonies, and the overall event management (including rules, scoring, judging, officiating, and safety).
4. The 2<sup>nd</sup> International Solar Decathlon China is expected to take place in 2016 or 2017. The Participants plan to start relevant preparatory work following signature of this MOU, with a call for

applicants in 2015.

5. DOE may post details regarding the 2<sup>nd</sup> International Solar Decathlon China on DOE's official Solar Decathlon website: [www.solardecathlon.gov](http://www.solardecathlon.gov).
6. The Participants may announce, via the DOE website, the opportunity to U.S. universities that may wish to compete in the 2<sup>nd</sup> International Solar Decathlon China; and assist with outreach to U.S. companies that may wish to demonstrate their technologies in displays arranged on the grounds of 2<sup>nd</sup> International Solar Decathlon China events. This does not exclude other avenues for announcing the opportunity.
7. DOE may send a representative to participate in the opening ceremony of 2<sup>nd</sup> International Solar Decathlon China.

### **Section 3**

#### **Management and Funding**

1. The 2<sup>nd</sup> International Solar Decathlon China is to be administered by NEA during the implementation period. CODA is to provide periodic reports to NEA and DOE on progress and plans for the competition.
2. Except as otherwise determined in writing, funds covering all costs incurred in the course of organizing the 2<sup>nd</sup> International Solar Decathlon China are to be borne by the Participant that incurs them.

### **Section 4**

#### **Commencement, Modification, and Discontinuation**

1. Cooperation under this MOU is to commence upon signature and continue for five years. This MOU may be modified at any time in writing by mutual determination of the Participants.
2. Participation in the activities contemplated by this MOU is subject to the availability of funding, personnel, and other resources.

3. The Participants may discontinue this MOU at any time in writing by mutual consent. If a Participant desires to end its cooperation under this MOU, it should endeavor to provide at least 120 days advance written notice to the other Participants. The withdrawal of either DOE or both NEA and CODA constitutes discontinuation of this MOU.

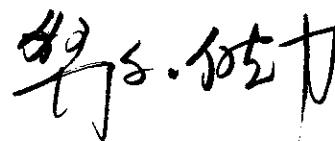
4. This MOU does not create legally binding obligations for the Participants.

Signed in triplicate, at Beijing on the 8 day of July 2015, and at Washington on the 24 day of June 2015, in the English and Chinese languages.

FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA:



FOR THE NATIONAL ENERGY  
ADMINISTRATION OF THE  
PEOPLE'S REPUBLIC OF CHINA:



FOR CHINA OVERSEAS DEVELOPMENT ASSOCIATION:

