

# **Memorandum of Understanding**

**between**

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

**and**

**ESCO Committee of China Energy Conservation Association**

## **Concerning Collaboration in the Fields of Energy Efficiency and Low Carbon Development**

This Memorandum of Understanding (MOU) is between The Regents of the University of California (The Regents), in its capacity as the manager and operator of the Lawrence Berkeley National Laboratory (LBNL), and the ESCO Committee of China Energy Conservation Association (EMCA).

LBNL is a U.S. Department of Energy (DOE) National Laboratory managed and operated by The Regents pursuant to DOE Contract No. DE-AC02-05CH11231. EMCA is the national energy service companies association in the People's Republic of China, providing training, technical assistance, and consulting to energy service companies (ESCOs).

For the purposes of this MOU, The Regents and EMCA are collectively herein referred to as the "Participants" or individually as a "Participant."

### **1. Objective**

The objective of this MOU is to explore potential future collaboration between LBNL and EMCA in the fields of energy efficiency, low carbon promotion, and capacity building.

### **2. Proposed Areas of Cooperation**

The Participants intend to collaborate on energy efficiency and low carbon development in the following areas:

- A. ESCO industry development policy;
- B. Energy efficiency measurement practices, harmonized with international protocols;  
and
- C. ESCO training on energy efficiency technologies and practices.

The scope of above activities and cooperation may be changed or extended to other areas by mutual written consent of the Participants.

October 14, 2015

**3. Proposed Form of Cooperation**

The Participants expect to cooperate through the exchange of information, visits and exchanges of researchers and experts, and facilitation of potential future research, with any such future joint research to be undertaken pursuant to an appropriate written agreement therefor.

**4. Designated Representatives**

- A. To administer the implementation of this MOU, each Participant should each designate one representative 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 The Regents is Dr. Bo Shen. The designated representative for EMCA is Ms. ZHAO Ming or such other representative as EMCA may designate.

**5. 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.
- B. The Participants may discontinue this MOU at any time by mutual written consent. Alternatively, 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 or extended for additional periods by mutual written consent of the Participants.

**6. Exchange of Information**

The Participants do not anticipate the exchange of any business-confidential information. If the Participants decide that a particular activity may lead to the exchange of business-confidential information, they should consult with each other and make appropriate written arrangements for the protection of such information.

**7. General Considerations**

- A. This MOU does not create any legally binding obligations between the Participants.
- 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, and international agreements to which its Government is party.
- 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 to be responsible for the costs it incurs in participating in cooperative activities under this MOU.

MOU between The Regents of the University of California and ESCO Committee of China  
Energy Conservation Association

Signed in duplicate.

FOR THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA:

FOR ESCO COMMITTEE OF CHINA  
ENERGY CONSERVATION  
ASSOCIATION:

By:



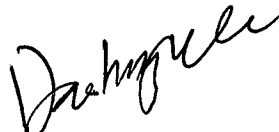
Name: Dr. A. Paul Alivisatos

Title: Laboratory Director

Date: October 15, 2015

Place: Berkeley, CA USA

By:



Name: Ms. ZHAO Ming

Title: Executive Deputy Director

Date: 15/10/2015

Place: D.C. USA