

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF HOUSING AND URBAN-RURAL DEVELOPMENT OF
THE PEOPLE'S REPUBLIC OF CHINA
FOR COOPERATION IN ENERGY EFFICIENT BUILDINGS AND COMMUNITIES

The Department of Energy of the United States of America (USDOE) and the Ministry of Housing and Urban-Rural Development of the People's Republic of China (MOHURD), hereinafter referred to as the Participants:

Noting that cooperation between organizations in the People's Republic of China (China) and in the United States of America for the development of energy efficient buildings and communities would benefit both countries;

Noting that improving the energy efficiency in buildings and communities can improve the economy and reduce pollution in both Participants' countries;

Desiring to work together to improve the energy efficiency and use of renewable energy in buildings and communities; and

Desiring to cooperate to share information, develop a demonstration project, undertake analysis and conduct training to promote energy efficient buildings and communities,

Have reached the following understanding:

Section 1 – Objective

The objective of this Memorandum of Understanding (Memorandum) is to promote energy efficient buildings and communities (including eco-cities) through the Participants' cooperation. Activities conducted under this Memorandum are intended to provide a useful reference for China's developing policies and planning for sustainable development and energy efficiency in buildings, through analysis of energy efficient building standards and technologies, demonstrations and training, including zero energy buildings and communities. The Participants anticipate that implementation of this Memorandum will help policy research on energy efficient buildings and promote the development of energy efficient buildings and communities.

Section 2 – Areas for Cooperation

Cooperation under this Memorandum may include, but is not limited to, the following areas:

- A. Policy analysis
- B. Demonstration project
- C. Information exchange
- D. Planning analysis
- E. Training.

Section 3 – Participating Organizations

Each Participant may invite other government agencies and organizations and private organizations in its respective country to participate in cooperative activities under this Memorandum, at their own expense, and subject to such other terms as the Participants may specify. For MOHURD, such organizations may include the Ministry of Science and Technology, the National Development and Reform Commission, Tsinghua University and the Energy Research Institute; and for the USDOE, the Alliance to Save Energy, the U.S. Green Building Council, the National Renewable Energy Laboratory (NREL), Lawrence Berkeley National Laboratory (LBNL) and additional designated entities.

Section 4 – Forms of Cooperation

Cooperative activities undertaken pursuant to this Memorandum may include, but are not limited to, the following:

- A. Analysis of Energy Efficient Buildings and Communities Policy

The Participants may jointly conduct analysis of energy efficient building and communities policies, learning from international and United States experiences, and examine options for

policy incentives or regulatory reform that will provide a reference for energy efficient building and community development in China.

B. Development of Green Buildings and Communities Demonstration Project

The Participants intend to explore the feasibility of building a mayor training center as the platform to develop cooperation on green buildings, including a demonstration project. The demonstration project should comprehensively utilize and demonstrate green buildings, building energy savings and renewable energy technologies. The center is intended to be used to train mayors regarding policy and technologies for green buildings and building energy saving. In addition, the Participants intend to collaborate on the development of guidelines and design of eco-cities, which would utilize renewable energy and include sustainable community design, zero energy buildings, and efficient transportation systems.

C. Exchange of Technical Information and Visits

The Participants may exchange technical information and experiences and arrange visits to each other. These exchanges and visits may address technical, economic, policy, regulatory, project approval, and program planning in the area of energy efficient buildings technology and community design. Technologies involved may include energy efficiency products such as Low-E glass, high performing HVAC and insulation, cold storage, lighting; renewable energy products that may include geothermal heat pumps, building integrated photovoltaic and solar thermal systems, small wind systems. In addition, the Participants may exchange information and experience on energy efficiency in public buildings, utilizing the example of the USDOE Federal Energy Management Program.

In particular, the Participants intend to concentrate on informing local government officials in China about energy efficiency and renewable energy opportunities, policies and practices.

The Participants plan to co-organize a seminar and conference on building energy efficiency and eco-city, and consider other sponsorships.

D. Planning Analysis

The Participants may jointly conduct analysis to develop energy intensity targets for energy efficient buildings implementation and mechanisms for reaching these goals. These analyses can be used to support recommendations for China's plans for energy efficiency buildings.

E. Training

The Participants may provide technical, analytical, and policy training for energy efficient buildings policy and community design program and planning professionals in China. USDOE, through NREL, LBNL and assigned contractors, may provide training to Chinese staff.

F. Additional Cooperation

The Participants plan to participate actively in the confirmed programs in "The Asia-Pacific Partnership on Clean Development and Climate" (APP), such as Building Certification, Improvements to Existing Buildings, Building Code and High-Performance Buildings & Developments.

Section 5 – Management

Each Participant should designate one Project Coordinator to jointly plan the technical approach for accomplishing the objectives of this Memorandum, and be responsible for the program, schedule, coordination and reports. A Project Coordination Meeting should be held at a jointly selected site, preferably at least annually.

Section 6 – General Provisions

A. Except when otherwise specifically determined by the Participants in writing, all costs including travel and lodging expenses, resulting from cooperation under this Memorandum are to be borne by the Participant that incurs them.

B. The implementation of this Memorandum is subject to the availability of appropriated funds and personnel.

C. This Memorandum does not create any legally binding obligations between the Participants.

D. Each Participant should conduct the activities contemplated by this Memorandum in accordance with applicable domestic laws and regulations, and international agreements to which that Participant's government is party.

Section 7 – Commencement, Duration, Modification, and Discontinuation

A. Activities under this Memorandum may commence upon signature by the Participants and continue for 5 years.

B. This Memorandum may be modified or extended for additional periods by written arrangement of the Participants.

C. If either Participant wishes to discontinue its participation in this Memorandum, it should endeavor to provide at least 90 days advance notice in writing to the other Participant.

Signed at Beijing, in duplicate, this 15th day of July, 2009, in the English and Chinese languages.

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

A handwritten signature in black ink, appearing to read "Doil Samkh", followed by a long horizontal flourish.

FOR THE MINISTRY OF HOUSING AND
URBAN-RURAL DEVELOPMENT OF THE
PEOPLE'S REPUBLIC OF CHINA:

A handwritten signature in black ink, appearing to read "Liang G. Z.", followed by a long horizontal flourish.