

## **Intent of Collaboration**

**between**

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

**and**

**Energy Efficiency Services Limited, India**

### **Concerning Collaboration in the Field of Clean Energy Technology**

This Intent of Collaboration (IOC) is between The Regents of the University of California (The Regents), in its capacity as manager and operator of Lawrence Berkeley National Laboratory (LBNL), and Energy Efficiency Services Limited, India (EESL). 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. EESL is a joint venture of state-run power companies in India, responsible for implementation of energy efficiency programs and is a company organized under the laws of India with its registered office at 4<sup>th</sup> Floor, Sewa Bhawan, R. K. Puram, New Delhi, 110066, India and corporate office at 4<sup>th</sup> Floor, IWAI Building, A-13 Sector 1, Noida, 201301 (UP) India.

LBNL and EESL are collectively herein referred to as the “Participants” or individually as a “Participant.”

#### **1. Objective**

The Participants intend to explore collaboration in the field of clean energy technology including but not limited to energy efficiency, demand response, distributed renewable energy, and electric vehicles.

#### **2. Proposed Areas of Collaboration**

The Participants intend to collaborate in one or more of the following areas:

- Clean energy technology deployment, including but not limited to efficiency programs, electric vehicles policies, demand response programs, smart and efficient appliances, equipment and services.
- Technical and economic assessment for clean energy technologies, including distributed renewable energy, energy efficiency, demand side management, demand response, market and supply chain assessment, and their impact on the grid and utilities.
- Best practices regarding policies, programs, and regulatory issues in clean energy technology deployment.

**3. Proposed Forms of Collaboration**

The Participants expect to collaborate through mutual visits, the exchange of publicly available information, exchanges of researchers and experts, and training and planning for potential future joint research, with any future collaborative research to be undertaken only pursuant to an appropriate written agreement therefor.

**4. Proposed Mechanisms of Collaboration**

- A. To administer the implementation of this IOC, each Participant should designate one or more principal coordinators to be in charge of the collaboration, through whom all requests and plans of that Participant should be made.
- B. The principal coordinators may hold meetings when necessary to discuss matters related to collaboration under this IOC.
- C. The principal coordinator for The Regents is Nikit Abhyankar. The principal coordinator for EESL is Mr. S.P. Garnaik.

**5. Commencement, Modification and Discontinuation**

- A. Cooperative activities under this IOC may commence upon signature of all Participants and continue for a 5 year period, unless discontinued in accordance with Paragraph B of this Section, or extended in accordance with Paragraph C of this Section.
- B. The Participants may discontinue this IOC at any time by mutual written consent. Alternatively, a Participant that wishes to discontinue its participation in this IOC should endeavor to provide at least thirty (30) days prior written notice to the other Participant.
- C. This IOC may be modified or cooperation under the IOC extended for additional periods by mutual written consent of the Participants.

**6. Exchange of Information**

The Participants do not anticipate the exchange of business-confidential information or the creation of intellectual property. If the Participants determine that a particular activity may lead to the exchange of business-confidential information or the creation of intellectual property, they should consult with each other and enter into an appropriate written agreement therefor.

**7. General Provisions**

- A. Each Participant should conduct the activities contemplated by this IOC in accordance with all applicable laws, regulations and other requirements to which it is subject, including without limitation, export control laws; environmental, health and safety laws and regulations; and international agreements to which its Government is party.
- B. This IOC does not create any legally binding obligations between the Participants.
- C. The conduct of cooperative activities contemplated by this IOC is subject to the availability of funding, personnel, and other resources.

IOC between LBNL and EESL (India)

D. Each Participant is responsible for the costs it incurs in participating in cooperative activities under this IOC.

Signed in duplicate.

FOR THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA,

FOR ENERGY EFFICIENCY  
SERVICES LIMITED (INDIA)

By: Michael Witherell

By: Saurabh Kumar

Name: Dr. Michael Witherell

Name: Saurabh Kumar

Title: Director of the Lawrence  
Berkeley National Laboratory

Title: Managing Director

Date: 11 Nov. 2016

Date: 11.11.2016

Place: Berkeley, CA, USA

Place: New Delhi, India