

MEMORANDUM OF UNDERSTANDING

BETWEEN

**BATTELLE MEMORIAL INSTITUTE, PACIFIC NORTHWEST DIVISION, AS MANAGEMENT
AND OPERATING CONTRACTOR FOR THE PACIFIC NORTHWEST NATIONAL
LABORATORY**

AND

CHINA ACADEMY OF BUILDING RESEARCH

CONCERNING

**COLLABORATION IN THE FIELDS OF
ENERGY PERFORMANCE CONTRACTING
AND
ENERGY EFFICIENCY IMPROVEMENT IN THE PUBLIC SECTOR**

1. PARTICIPANTS

This Memorandum of Understanding (MOU) is between Battelle Memorial Institute, Pacific Northwest Division (Battelle), in its capacity as the manager and operator of the Pacific Northwest National Laboratory (PNNL) and the China Academy of Building Research (CABR), a research institute working under the guidance of the National Government Offices Administration of the People's Republic of China. PNNL is a U.S. Department of Energy (DOE) National Laboratory managed and operated by Battelle pursuant to Contract No. DE-AC05-76RL01830. CABR and Battelle are collectively referred to as the "Participants" or individually as a "Participant."

2. PURPOSE

The purpose of this MOU is to strengthen and coordinate activities to promote energy performance contracting (EPC) and energy efficiency improvement in the public sector. In particular, both organizations recognize the importance of sharing publicly available information.

3. PROPOSED AREAS OF COLLABORATION

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

- a. Strengthening institutional capacity to improve energy efficiency in the public sector
- b. Expanding markets for energy efficient technologies for the public sector
- c. Accelerating policy development to promote EPC and energy efficiency improvement in the public sector

- d. Building energy codes and energy efficiency programs for the public sector.

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

4. COLLABORATION APPROACH

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

5. GENERAL PROVISIONS

- 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; environmental, 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.

6. INTELLECTUAL PROPERTY

The Participants do not anticipate the transfer of rights in intellectual property under this MOU. If the Participants decide that a particular activity may lead to the creation of intellectual property, they should consult with each other and make appropriate written arrangements therefor.

7. POINTS OF CONTACT

- a. To administer the implementation of this MOU, 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 MOU.
- c. The principal coordinator for PNNL is: Meredydd Evans, m.evans@pnnl.gov. The principal coordinator for CABR is: Bo Song, songbo163163@163.com.

8. DURATION, MODIFICATION AND DISCONTINUATION

Collaboration under this MOU may commence upon signature and may continue for 5 years unless discontinued in accordance with this Section. This MOU may be modified or extended upon mutual written consent of the Participants. The Participants may discontinue this MOU at any time by mutual consent in writing. Alternatively, a Participant that desires to discontinue its participation in this MOU should endeavor to provide the other Participant at least 30 days advance written notice.

Signed in duplicate.

For Battelle Memorial Institute,
Pacific Northwest Division,
Pacific Northwest National Laboratory

By: 

Name: Meredith Evans

Title: Senior Staff Scientist

Date: Oct 13, 2016

Place: Beijing

For Institute of Building Environment and
Energy,
China Academy of Building Research

By: 

Name: Yu Zou

Title: Deputy Director

Date: 2016.10.13

Place: Beijing