

## **Memorandum of Understanding**

**between**

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

**and**

**Instituto Tecnológico y de Estudios Superiores de Monterrey  
Concerning Collaboration in the Fields of Renewable Microgrid Development and  
Distributed Energy Resources**

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 Lawrence Berkeley National Laboratory (LBNL) and the Instituto Tecnológico y de Estudios Superiores de Monterrey (ITESM).

LBNL is a U.S. Department of Energy National Laboratory managed and operated by The Regents pursuant to DOE Contract No. DE-AC02-05CH11231. ITESM, also known as Tecnológico de Monterrey or simply as Tec, is a non-profit organization and a private coeducational multi-campus university based in Mexico.

The Regents and ITESM are collectively herein referred to as "Participants" or individually as a "Participant."

### **1. Objective**

The objective of this MOU is to explore collaboration in the fields of renewable microgrid development and distributed energy resources.

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

The Participants intend to collaborate in the following areas:

- Discussion of potential co-development of an all renewable energy ecosystem "Living Lab" in Mexico.
- Exploration of potential contribution and implementation of microgrid controller capabilities developed by LBNL.
- Co-development of possible business models for market advancements of sustainability and deployments of distributed energy resources in Mexico.

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### 3. Proposed Forms of Collaboration

The Participants expect to collaborate through mutual visits, exchanges of researchers and experts, training and planning for future joint research in areas of renewable microgrids and distributed energy resources with any future collaborative research to be undertaken only pursuant to an appropriate written agreement therefore.

### 4. Proposed Mechanisms of Cooperation

- 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 The Regents is Rahul Chopra, Grid Integration Group Leader. The principal coordinator for ITESM is Prof. Arturo Molina.

### 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, or extended in accordance with Paragraph C. 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 prior 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 or the creation of any 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 MOU in accordance with all applicable laws, regulations and other requirements to which it is subject, including by way of illustration and not by way of limitation: export control laws; environmental, health and safety laws and regulations; and international agreements to which its Government is party.
- B. This MOU does not create any legally binding obligations between the Participants.





- 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 responsible for the costs it incurs in participating in cooperative activities under this MOU.

Signed in duplicate.

FOR THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA:

By: Michael Witherell

Name: Michael Witherell

Title: Director, Lawrence Berkeley  
National Laboratory

Date: 18 May 2017

Place: Berkeley, CA USA

FOR INSTITUTO TECNOLÓGICO Y DE  
ESTUDIOS SUPERIORES DE  
MONTERREY

By: [Signature]

Name: José Antonio Gallardo Alvarado

Title: Legal Representative of ITESM

Date: 22-June-2017

Place: Monterrey, N.L., México

