MOU Number: MOU-17-485

MEMORANDUM OF UNDERSTANDING

Between

The National Renewable Energy Laboratory And

Karlsruhe Institute of Technology (KIT)

For coordination on catalytic transformations of bioresources and dimethyl ether

INTRODUCTION

The National Renewable Energy Laboratory (NREL) is a national laboratory managed and operated by the Alliance for Sustainable Energy, LLC for the United States Department of Energy (DOE) under Contract No. DE-AC36-08GO28308, with a facility at 15013 Denver West Parkway, Golden, Colorado, USA 80401.

The Karlsruhe Institute of Technology (KIT) is a German Research University in the Helmholtz Association and Corporation governed by public law, with a facility at Kaiserstraße 12, 76131 Karlsruhe, Germany.

As part of its mission for DOE, NREL conducts research and development on catalytic materials for the conversion of biomass into fuels and chemicals.

As part of its mission, KIT is both a university of the state Baden-Württemberg and a national Research Institute embedded in the superordinate program structure of the German Helmholtz Association.

NREL or KIT is each referred to as a "Participant". Both NREL and KIT are collectively referred to as "Participants."

The purpose of this MOU is to encourage coordination in areas of mutual interest and benefit to both Participants. Based on the principles of equality and reciprocity, this MOU is intended to serve as a general framework for planned coordination between the two Participants and is intended to facilitate discussions for the development of a more specific planned program of research and development (R&D) collaboration. Any specific program of R&D collaboration or sharing of confidential information is to be implemented through an appropriate written contract between the Participants.

Section 1: Areas of Coordination

- 1. The coordination activities planned under, and the programs of collaboration contemplated in furtherance of, this MOU are focused on cooperation to maximize the benefit to their respective institutional interests, which may include the following selected topics:
 - Increased understanding of modified zeolites (e.g., mesoporosity, metal modification) as catalysts for fast pyrolysis and dimethyl ether to gasoline applications

- Increased understanding and development of reaction kinetics and models for the conversion of synthesis gas into hydrocarbons through a dimethyl ether intermediate
- Increased understanding of catalyst scale-up and evaluation in integrated systems (e.g., MOSYS-2)

Section 2: Forms of Coordination

Planned coordination under this MOU may include:

- 1. Exchange of published scientific and technical information, publications, and reports;
- 2. Meetings organized to discuss specific topics identified in Section 1, including conferences, seminars, and workshops;
- 3. Exchange of scientists, engineers, and other specialists for participation in workshops, conferences, seminars, working sessions, and model-development activities. Each Participant is to abide by the health, safety, and environmental requirements of the host Participant when on an exchange assignment at the host Participant's facility.

Section 3: Funding

- The scope of coordination activities under this MOU should be mutually determined in light of time, resources and/or funds available at both institutions for the types of coordination undertaken and by such other financial assistance as may be obtained by either Participant from external sources.
- 2. Unless the Participants otherwise determine in a separate written agreement, each Participant is to be responsible for the costs it incurs in participating in the coordination contemplated by this MOU, including all administrative costs, overhead expenses, labor costs, insurance costs, travel expenses and similar costs.

Section 4: Researcher Exchanges

- 1. Each Participant retains responsibility for its own personnel in relation to researcher exchanges to carry out coordination under this MOU.
- 2. Each Participant's personnel is to abide by the regulations, policies, and procedures of the host Participant in carrying out activities under this MOU, including protection of business proprietary information, protection of intellectual property, compliance with export control laws and regulations, conditions of coordination and decorum, health, safety, and security requirements, and all other terms under which personnel are authorized to participate in researcher exchanges at the host Participant's facility. Such activities may require entry into separate written agreements.
- 3. Each Participant is to be solely responsible for its own personnel in relation to matters such as visa and travel formalities, appropriate insurance (medical insurance and medical evacuation and repatriation insurance), travel expenses, and suitable living accommodation and expenses.

4. To the extent possible, the host Participant should assist in facilitating travel arrangements of the other Participant's personnel in relation to researcher exchanges in accordance with its applicable procedures governing foreign national access to the host Participant's facility.

Section 5: Dissemination of Information

Each Participant intends to participate in the coordination in a manner that facilitates exchanges of publicly available, non-proprietary business information. Subject to applicable laws and regulations of its country, each Participant may disseminate information, data, and reports of the coordination carried out under this MOU.

Section 6: Use of Information

Any information transmitted by one Participant to the other Participant under this MOU should be accurate to the best knowledge and belief of the transmitting Participant.

Section 7: Intellectual Property

The Participants do not anticipate the transfer of rights in intellectual property or the sharing of confidential information to occur under any planned coordination activity under this MOU. If it appears that a particular activity may lead to the creation of intellectual property or the disclosure or exchange of confidential information, the Participants should enter into an appropriate written agreement therefor.

Section 8: Future Collaborations

Any specific future research and development collaboration, including the exchange of intellectual property or confidential information, or the transfer or commitment of funds is to be implemented through an appropriate written contract between the Participants. Any such contract should include a work plan, staffing requirements, cost estimates, funding sources, the adequate and effective protection and allocation of intellectual property rights, and other arrangements or conditions; and must be authorized under NREL's Management and Operating Contract.

Section 9: Review of Coordination

The Participants intend to review the coordination undertaken under this MOU as a means to ascertain its effectiveness, document achievements and lessons learned, recognize technical personnel, and identify and plan areas for potential future collaboration that involves the conduct of research and development. This review should take the form of periodic meetings of representatives of each Participant to discuss ongoing coordination and to identify and plan future collaboration that involves the conduct of research and development activities.

Section 10: Contacts

One or more designated representatives from each Participant should oversee, manage and facilitate implementation of this MOU in cooperation with each other on behalf of their respective institutions. All notices, communications and coordination should involve, at a minimum, the following individuals, their successors and/or designees as follows:

- (a) For the National Renewable Energy Laboratory: Joshua Schaidle 15013 Denver West Parkway Golden, CO 80401 USA Tel: 1 303 384-7823 joshua.schaidle@nrel.gov
- (b) For the Karlsruhe Institute of Technology: Stephan Pitter Hermann-von-Helmholtz-Platz 1 D-76344 Eggenstein-Leopoldshafen Tel: +49 721-608-24610 Email: stephan.pitter@kit.edu

Section 11: General Considerations

- 1. This MOU is not intended to create any legally binding obligations between the Participants.
- Each Participant should conduct the coordination contemplated by this MOU in accordance
 with applicable laws and regulations to which it is subject and international agreements to
 which its government is party.

Section 12: Commencement, Modification and Discontinuation

- 1. Coordination under this MOU may commence upon signature, and may continue for a period of two (2) years, unless discontinued in accordance with paragraph 3 of this section.
- 2. The Participants may modify this MOU at any time by mutual consent in writing.
- 3. The Participants may discontinue coordination under 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 90 days advance written notice.

For National Renewable Energy Laboratory

For Karlsruhe Institute of Technology

Adam Bratis, Associate
Laboratory Director Oliver Wittek and Michael Schmitt
Legal Affairs

Date

Date

Lowlsruhe

Lowlsruhe

Place

Signed in duplicate.