

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**BATTELLE MEMORIAL INSTITUTE, PACIFIC NORTHWEST DIVISION, AS MANAGEMENT**  
**AND OPERATING CONTRACTOR FOR THE PACIFIC NORTHWEST NATIONAL**  
**LABORATORY**  
**AND**  
**CHINA QUALITY CERTIFICATION CENTRE**  
**CONCERNING**  
**COLLABORATION IN THE FIELDS OF**  
**ENERGY PERFORMANCE CONTRACTING**  
**AND**  
**ENERGY EFFICIENCY IMPROVEMENT**

**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 U.S. Department of Energy's Pacific Northwest National Laboratory (PNNL) pursuant to Contract No. DE-AC05-76RL01830, and the China Quality Certification Centre (CQC), a professional certification body under China Certification & Inspection Group approved by State General Administration for Quality Supervision, Inspection and Quarantine and Certification and Accreditation Administration of the People's Republic of China. Battelle and CQC are collectively referred to as the "Participants" or individually as a "Participant."

**2. PURPOSE**

The purpose of this MOU is to set out a framework for collaborations to strengthen and coordinate activities to promote energy efficiency improvement, energy performance contracting (EPC) and related third-party evaluation and certification. 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
- b. Supporting expansion of markets for energy efficient technologies
- c. Facilitating policy development to promote EPC and energy efficiency improvement
- d. Developing building energy codes and energy efficiency programs
- e. Promoting robust testing and certification systems for energy-efficient materials and products

The scope of the above areas of cooperation may be changed or extended to other areas, consistent with the purpose of this MOU and based on research findings and results, 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 such future collaborative research to be undertaken only pursuant to an appropriate written agreement.

#### **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 generation of or 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 CQC is: Shaoshan Xu, xushaoshan@cqc.com.cn.


#### **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. 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: Meredydd Evans  
Title: Senior staff Scientist  
Date: October 13, 2017  
Place: Denver, USA

For China Quality Certification Centre

By:   
Name: Mei Lu  
Title: President  
Date: October 13, 2017  
Place: Denver, USA