

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
CHINA OVERSEAS DEVELOPMENT ASSOCIATION
ON COLLABORATION FOR THE 3rd & 4th INTERNATIONAL SOLAR
DECATHLON CHINA**

This Memorandum of Understanding (MOU) is a non-binding expression of intent between the Department of Energy of the United States of America (DOE) and China Overseas Development Association (CODA) as the organizer of the 3rd & 4th International Solar Decathlon China. The DOE and CODA may be referred to individually as a "Participant" and together as the "Participants."

WHEREAS, the Participants have common goals in fostering sustainable economic development while encouraging the use of renewable energy sources;

WHEREAS, the Participants also recognize the importance of energy efficiency technologies in buildings, and scalability, development and affordability;

WHEREAS, DOE's Solar Decathlon is an international competition designed to promote the design of houses that are energy efficient, sustainable, and self-reliant in energy usage;

WHEREAS, DOE as the creator of the original Solar Decathlon, intends to cooperate with CODA as the organizer of the 3rd & 4th International Solar Decathlon China;

WHEREAS, CODA is a national non-profit organization affiliated with China's National Development and Reform Commission, with the capability to organize the 3rd & 4th International Solar Decathlon China; and

WHEREAS, CODA, as the organizer of previous Solar Decathlon China, has declared its interest in organizing the 3rd & 4th International Solar Decathlon China and undertaking to ensure a successful event that will integrate unique China-specific characteristics and needs,

NOW, THEREFORE, the Participants have reached the following understanding:



Section 1

Objective

1. The objective of this MOU is to establish a framework for collaboration between the Participants regarding the organization of the 3rd & 4th International Solar Decathlon China.
2. The Participants intend to collaborate on the basis of voluntary and mutual benefit, and to exchange information on all aspects of the 3rd & 4th International Solar Decathlon China competition necessary to ensure a successful competition.

Section 2

Planned Collaborative Activities

1. DOE is the creator and owner of certain intellectual property rights in the "Solar Decathlon" brand. CODA may use the term "Solar Decathlon" for "The 3rd & 4th International Solar Decathlon China", from the effective date of this MOU until the 4th International Solar Decathlon China is complete. This includes the activity of CODA sub-licensing the Solar Decathlon brand to support the 3rd & 4th International Solar Decathlon China.
2. Exchange of information between the Participants may include, but is not limited to, rules, scoring, judging, publicity, officiating, safety, site selection and team selection. DOE may provide consultations on these issues, as requested, while CODA intends to initiate and implement these activities.
3. CODA intends to take full responsibility for the preparatory work of the 3rd & 4th International Solar Decathlon China, including but not limited to: organizing and managing a global preparatory team, recruiting and providing training to participating teams, seeking a host city, organizing the opening and closing ceremonies, and the overall event management (including rules, scoring, judging, officiating, publicity and safety).
4. The 3rd International Solar Decathlon China is expected to take place in 2020 or 2021. The 4th International Solar Decathlon China is expected to take place in 2022 or 2023. The Participants plan to start relevant preparatory work following signature of this MOU.
5. The 3rd International Solar Decathlon China should not take place within 2 months of the U.S. Solar Decathlon 2020.
6. DOE may post details regarding the 3rd and 4th International Solar Decathlon China on DOE's official Solar Decathlon website: www.solardecathlon.gov.
7. The Participants may announce, via the DOE, CODA and International Solar Decathlon China websites, the opportunity to universities that may wish to compete in future Solar Decathlon competitions, and may assist with outreach to companies that may wish to demonstrate their technologies in displays arranged on the grounds of Solar Decathlon events. This does not exclude other avenues for announcing the opportunity.



8. DOE may send one or more representatives to participate in the opening and award ceremonies of the 3rd and 4th International Solar Decathlon China.
9. DOE intends to cooperate with CODA to organize the 3rd and 4th International Solar Decathlon China, but DOE is not serving as a co-host or sponsor of the 3rd or 4th International Solar Decathlon China. The Participants should not list DOE as a co-host or sponsor. DOE intends to coordinate with CODA for the use of the DOE logo and seal, which may be used in association with the 3rd and 4th International Solar Decathlon China only with prior written approval from DOE.

Section 3 **Management and Funding**

1. To ensure effective implementation and oversight of this MOU, the Participants intend to establish an Oversight Committee consisting of a minimum of four members, two from DOE, and two from CODA.
2. CODA should provide periodic reports to DOE on progress and plans, including a final report summarizing the success of the 3rd and 4th International Solar Decathlon China events. Final approval of plans and activities, and any future plans for subsequent competitions developed by the Oversight Committee, are intended to be the responsibility of the Participants.
3. Except as otherwise determined in writing, each Participant is expected to be responsible for any costs it incurs in the course of cooperation under this MOU.
4. CODA intends to arrange for funding necessary to organize and conduct the 3rd and 4th International Solar Decathlon China competitions for the duration of this MOU. DOE does not intend to provide funding or support, other than activities described in Section 2 of this MOU, for the 3rd and 4th International Solar Decathlon China competitions for the duration of this MOU. Participation in the activities contemplated by this MOU is subject to the availability of funding, personnel, and other resources.
5. Nothing in this MOU should be construed as giving rise to a joint venture, agency, partnership, consortium or any other formal business organization.
6. Nothing in this MOU is intended to give rise to legally binding rights or obligations between the Participants under international law.

Section 4 **Commencement, Modification, and Discontinuation**

Cooperation under this MOU may commence upon signature and continue until 31 December 2024. This MOU may be modified at any time by mutual determination of the Participants in writing. If either Participant desires to discontinue its cooperation under this MOU, it should endeavor to provide 120 days advance written notice to the other Participant.



Signed at Dezhou, in duplicate, this 2 day of August 2018, in the English language.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF
AMERICA:



FOR CHINA OVERSEAS
DEVELOPMENT ASSOCIATION:

