

MEMORANDUM OF UNDERSTANDING BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE
IN THE UNITED STATES
CONCERNING COLLABORATION IN THE FIELDS OF ADVANCED INTEGRATED
BUILDING AND GRID TECHNOLOGIES TESTBEDS

This Memorandum of Understanding (MOU) is between the American Institute in Taiwan (AIT) and the Taipei Economic and Cultural Representative Office in the United States (TECRO), hereinafter referred to collectively as the "Participants" or individually as a "Participant."

The purpose of this MOU is to facilitate intended collaboration as set forth herein between the Participants through their Designated Representatives. The Designated Representative for AIT is the United States Department of Energy, through the Regents of the University of California, manager and operator of Lawrence Berkeley National Laboratory (LBNL), and the Designated Representative for TECRO is the Industrial Technology Research Institute of Taiwan (ITRI), a non-profit technology research and development institution founded and managed by the Ministry of Economic Affairs.

1. Objective

The Participants, through their Designated Representatives, intend to explore collaboration in the fields of advanced integrated building and grid technologies testbeds.

2. Proposed Areas of Collaboration

The Participants, through their Designated Representatives, intend to collaborate in one or more of the following areas:

- a. Integrated building systems and controls
- b. Grid interactive building and distributed energy resources controls
- c. Modeling tool validation
- d. COVID related projects - building systems and controls
- e. Cross-climate solutions for building energy efficiency

The scope of collaboration may be changed or extended to other areas by mutual written consent of the Participants, in consultation with their Designated Representatives.

3. Proposed Forms of Collaboration

The Participants, through their Designated Representatives, intend to collaborate through mutual visits, the exchange of publicly available information, exchanges of researchers and experts for less than 90 days, training and planning for potential future joint research. The Participants expect that any future collaborative research would be undertaken only pursuant to an appropriate written agreement therefor.

4. Proposed Mechanisms of Collaboration

- a. Each Participant, through its Designative Representative, intends to designate one or more principal coordinators to coordinate collaborative activities under this MOU. Participants, through their Designated Representatives, are expected to relay requests and plans through the principal coordinators.
- b. The Participants expect the principal coordinators to keep the Designated Representatives apprised of activities under this MOU. The Designated Representatives are expected to coordinate with the principal coordinators and the Participants as appropriate regarding implementation of this MOU.
- c. The Participants, with or through their Designated Representatives and principal coordinators as appropriate, may hold meetings when necessary to discuss matters related to collaboration under this MOU.
- d. The principal coordinators for AIT are Ms. Cynthia Regnier, Executive Manager for FLEXLAB at LBNL and Keena Hillary, Program Analyst at the U.S. Department of Energy, and the principal coordinator for TECRO is Dr. Hsu-Cheng Chiang, Division Director at ITRI.
- e. If a Participant wishes to change its designated principal coordinator, the Participant should provide written notice to the other Participant.

5. Commencement, Modification and Discontinuation

- a. Collaborative activities under this MOU are expected to commence upon signature by the Participants 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 collaborative activities hereunder extended for additional periods by mutual written consent of the Participants, in consultation with their Designated Representatives.

6. Exchange of Information

The Participants do not anticipate the exchange of business-confidential information or the creation of 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 they may enter into an appropriate written agreement therefor.

7. General Provisions

- a. This MOU does not create, and is not intended to create, any legally binding obligations on the Participants.
- b. Each Participant and its Designated Representative should conduct the activities contemplated by this MOU in accordance with all applicable laws, regulations and other requirements to which they are 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.
- c. The conduct of collaborative activities contemplated by this MOU is subject to the availability of funding, personnel, and other resources.

- d. Each Participant is expected to be responsible for the costs it and its Designated Representative incur in participating in collaborative activities under this MOU.

Signed in duplicate in the English language:

FOR THE AMERICAN INSTITUTE IN
TAIWAN:

By: Ingrid D. Larson

Name: Ingrid D. Larson

Title: Managing Director

Date: March 28, 2022

Place: Arlington VA

FOR THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES:

By: Liang-Yu Wang

Name: Liang-Yu Wang

Title: Deputy Representative

Date: April 19, 2022

Place: Washington, D.C.