

MEMORANDUM OF UNDERSTANDING

Electricity Demand and Supply Efficiency Improvement

Between

**The California Energy Commission
The California Public Utilities Commission
The Lawrence Berkeley National Laboratory
and
The Forum of Regulators, India**

Preamble

Recognizing that the Forum of Regulators (FOR) is a statutory body consisting of the chairperson of the Central Electricity Regulatory Commission (CERC) and chairpersons of the State Electricity Regulatory Commissions (SERCs); and that the California State Energy Resources Conservation and Development Commission, known as The California Energy Commission (Energy Commission), and The California Public Utilities Commission (CPUC) regulate the electricity sector in California, and that Lawrence Berkeley National Laboratory (LBNL) is a premier research institution in the United States and has established the Berkeley India Joint Leadership on Energy and Environment (BIJLEE) to support research in energy and environment technologies and policies related to India;

Recognizing that well established demand-side management and energy efficiency programs have proven to be cost effective means in the United States and other countries to promote environmentally sensitive energy resources while satisfying the growing consumer demand for electric power, enhancing air quality, and reducing the need for new generation;

Recognizing that the United States and India have significant experience in formulating policies related to electricity regulation and appropriate policies on these issues are in the public interest;

Recognizing that the leadership of FOR in promoting energy efficiency, demand side management, integrated resource planning, and effective electricity regulation will be important to promote these activities in all states in India;

FOR, Energy Commission, CPUC, and LBNL (collectively referred to as Parties), being convinced that collaboration in research and information exchange on policies and programs related to energy efficiency, procurement planning, and electricity regulation are in their common interest, hereby enter into this Memorandum of Understanding (MOU).

Purpose

This MOU sets forth the intentions of the Parties to explore potential future collaborations on policies and programs as set forth in the Preamble. The Parties agree that this MOU is not intended to and does not create legally binding obligations. If the Parties later desire to enter into specific projects or commitments, they will be set forth in separate, signed agreements. It is also understood that any actions taken by LBNL under this MOU, or any subsequent agreements, must be in accordance with the terms and conditions of the contract between The Regents of the University of California and the United States Department of Energy for the management and operation of LBNL.

Scope of Cooperation

The Parties will endeavor to promote information exchanges and future joint research activities in the following areas:

- Energy efficiency and demand-side management (DSM) policies and programs
- Integrated Resource Planning
- Regulatory framework for facilitating DSM
- Training of the staff of the regulatory commissions and the utilities in the area of DSM
- Monitoring and verification of results obtained from DSM programs

Such activities and cooperation will be developed by:

- Exchange of information, mainly data and publications
- Visit and exchange of researchers/experts
- Joint seminars, conferences, workshops on energy issues which are of common interests to both parties
- Implementing future collaborative research projects

The scope of activities and cooperation may be changed or extended to other areas by mutual written agreement of the Parties.

This MOU in no way restricts the Parties from participating in any activity with other public or private agencies, organizations, or individuals.

Implementation of Cooperative Activities

Proposals for cooperative activities, including future joint projects, may be initiated by any party, but are subject to approval and finalization in written agreements signed by the respective organizations. The objective, content, form, duration, cost sharing and other conditions of each activity shall be determined on a case-by-case basis through mutual consultation and agreement. The Parties may email or meet from time to time to review the progress of cooperative activities conducted under this Memorandum and to make plans for future activities. Information derived from cooperative activities may be made

available through customary channels according to the normal procedures of each of the Parties.

Intellectual Property

If the Parties decide in the future to undertake specific research projects, issues related to intellectual property that may be developed in such projects will be made the subject of future written agreements negotiated between the respective parties.

MOU Generated Information

The Parties do not expect or anticipate that under this MOU there will be a need to share or send any information that is considered confidential or proprietary and therefore agree that no such information will be exchanged. If this expectation changes as future projects are being formalized, the Parties will negotiate appropriate language to deal with this issue. The Parties agree that nothing in this MOU will be interpreted to restrict their rights to make public any information or results of their collaboration and cooperation under this MOU. The Parties also agree that no information that is export controlled will be exchanged or disseminated.

Costs

This MOU does not involve the exchange of funds nor does it establish any obligation on the part of the Parties to make payment now or in the future.

Each Party will bear the costs it incurs relating to the performance of tasks under this MOU.

Liability

Any loss, damage or injury suffered by any Party in connection with its performance of this MOU will be borne exclusively by it.

Each Party will be solely liable for any loss, damage, or injury caused by its personnel to third parties arising out of the performance of this MOU.

Term, Termination, Amendment

This MOU shall remain in effect for a period of four (4) years from the date of final signature and may be amended by written agreement executed by the Parties. Any Party may terminate its participation in this MOU at any time with or without cause. As a courtesy, the Party terminating its participation should give sixty (60) days written notice to the other Parties.

Signatures

The Parties to this Memorandum of Understanding hereby confirm and acknowledge their agreement to be bound to its terms by the following signatures:

Dr. Pramod Deo
Chairperson, Forum of Regulators
Chairman, Central Electricity Regulatory Commission
Delhi, India

Dian Grueneich, Commissioner
California Public Utilities Commission
San Francisco, California, USA

Dr. Arthur H. Rosenfeld, Commissioner
California Energy Commission
Sacramento, California, USA

Dr. Paul Alivisatos, Interim Director
Lawrence Berkeley National Laboratory
Berkeley, California USA