

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY (DOE)
AND
THE NEXT GENERATION LIGHTING INDUSTRY ALLIANCE (NGLIA)**

ARTICLE I – PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the Next Generation Lighting Industry Alliance (NGLIA) and the Building Technologies Program in the Office of Energy Efficiency and Renewable Energy within the U.S. Department of Energy (BT) (“the Parties”) for the purpose of establishing a mutual framework governing the respective responsibilities of the Parties. The Parties intend to conduct activities in support of research, development, demonstration and commercial application of advanced solid-state lighting (SSL) technologies for general lighting applications.

ARTICLE II - AUTHORITY

BT enters into this MOU under the authority of, among others, the Department of Energy Organization Act, sections 301 (42 U.S.C. §§ 7151; the Energy Reorganization Act of 1974, section 103 (42 U.S.C. § 5813) and the Energy Policy Act of 2005, section 912 Next Generation Lighting Initiative (42 U.S.C. § 16192).

ARTICLE III - OBJECTIVE

The objective of this MOU is to provide a framework for conducting various activities in support of core technology research, development, demonstration and commercial application targeted to the application of SSL technologies in energy efficient general lighting applications. In particular, this collaboration is intended to support and enhance the Solid State Lighting Program of the Building Technologies/Lighting R&D Program within DOE’s Office of Energy Efficiency and Renewable Energy. The Parties believe that this effort will provide DOE with a manufacturing and commercialization focus in the development of research needs and goals for the DOE SSL Program. The Parties intend for the quality of the Solid State Lighting Program to be enhanced through the NGLIA’s willingness, at DOE’s discretion, to provide technical expertise in identifying SSL technology needs; an assessment of the progress of the research activities of the Next Generation Lighting Initiative; and assistance in updating SSL technology roadmaps. The Parties further believe that the effort will accelerate the implementation of SSL technologies for the public benefit through communicating of SSL Program accomplishments within the SSL community, and through encouraging the development and dissemination of metrics, codes and standards. This MOU is intended to stimulate the implementation of SSL technologies through the Parties’ efforts to promote and communicate success stories of SSL technologies for general lighting applications.

ARTICLE IV – SCOPE OF COLLABORATIVE ACTIVITIES

The Parties intend for the collaboration under this MOU to include, but not be limited to, SSL activities in support of:

- Core Technology Research;
- Product Development;
- Manufacturing
- Demonstration; and
- Market Conditioning and Outreach

The SSL technologies that are the subject of this MOU include light emitting diodes (LEDs), organic light emitting diodes (OLEDs), and other semiconductor white-light producing devices.

ARTICLE V – FORMS OF COLLABORATIVE ACTIVITIES

Collaboration under this MOU may include, but is not limited to, the following forms of joint activities:

- Participating in and providing input to DOE workshops and roundtables for SSL technologies. These workshops will be open to the public;
- Encouraging the development of metrics, codes, standards for measurement and utilization of SSL products for general illumination, and providing input for voluntary DOE deployment programs such as Lighting Facts™; and
- Planning and promoting outreach activities by NGLIA members for SSL technologies used for general illumination applications.

The NGLIA may designate a third party (e.g., contractor or organization member) to act on its behalf to conduct these collaborative activities. Due to conflict of interest considerations, some members of the NGLIA and/or their employees may be unable to participate in certain activities of the MOU.

ARTICLE VI – RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of BT:

- Identify a Federal employee as the point of contact (POC) to function as the interface between the SSL Program and the NGLIA to ensure that the activities under this MOU are coordinated with the schedule and progress of the SSL Program, and are free of conflicts of interest.
- Maintain a log of Core Technology Program projects and their selection dates.

- Arrange to provide the NGLIA with SSL Program- and project-related releasable information in accordance with the purpose, terms, and conditions of this MOU and as available from DOE's SSL projects. This activity may be accomplished through activities such as the technical poster session at the annual R&D workshop and the annual Project Portfolio document.
- As set forth in the document titled "Statement of Analysis of Determination of Exceptional Circumstances for Work Proposed Under the Solid State Lighting Program," provide the NGLIA with information regarding patents and other intellectual property available for licensing from SSL Core Technology Program participants, as that information becomes available to NETL.
- Notify the NGLIA when DOE announces funding opportunities available to its membership and the public for research, development, and demonstration of SSL technologies.
- Participate with the NGLIA in planning of SSL outreach activities by their members, and create criteria for voluntary market conditioning programs, such as Lighting Facts or other certification program designated by BT.
- Government employees are bound by the provisions of the Trade Secrets Act (18 USC 1905) to not disclose confidential or proprietary information obtained during the course of their Government employment

B. Responsibilities of the NGLIA:

- Identify an individual as the POC to function as the interface between the NGLIA, its membership, and DOE to ensure that the activities under this MOU are coordinated with the SSL Program and are free of conflicts of interest.
- Maintain a log of membership, including the effective dates of each company's membership.
- Provide a membership including a significant portion of the United States manufacturing base of SSL products for general lighting applications that, together with the staff of the NGLIA, will:
 - Provide administrative expertise and staffing to organize and support technical meetings and workshops related to SSL technologies.
 - At DOE's discretion, participate in SSL project review meetings, and provide recommendations from individual NGLIA members on the direction of research, development, and demonstration of SSL technologies for general illumination.
 - Encourage efforts to develop metrics and standards for the application of SSL products for general lighting.
 - Recommend, develop, and support outreach activities for SSL technologies, emphasizing those technologies developed in the DOE SSL Program.

- NGLIA representatives and members with access to confidential or proprietary information under this MOU must sign and submit to DOE non-disclosure agreements.

Develop processes and/or procedures to safeguard any business, programmatically or technically sensitive information provided under the terms of this MOU

C. The Parties express their intentions to implement the following:

- Within statutory limits and DOE regulations, work to promote SSL technologies to the common benefit of the DOE program and NGLIA membership.
- At times and locations acceptable to the NGLIA and DOE POCs, meet to discuss and plan the activities under this MOU. At the discretion of the POCs, these meetings may also include representatives of the NGLIA members, SSL Core Technology Program participants, and other DOE contractors. This responsibility may be fulfilled through participation in annual workshops and roundtables, and the recurring bimonthly NGLIA meetings.

ARTICLE VII – PUBLICATIONS

The Parties intend to seek pre-publication review and comment from each other prior to any planned publication under this MOU by the Parties to this MOU. The Parties intend that any such publications shall not include Confidential Information, including as designated confidential by a third party. Inaction in providing a written response within thirty (30) calendar days from the date the document is provided for review shall satisfy this pre-publication provision. The author of any such publication shall not be obligated to incorporate or address any comments received from the other Party. In case of failure to agree on the manner of publication or interpretation of results, either Party publishing the results will give due credit to the cooperation of the other Party, but will assume full responsibility for any statements in which a difference of opinion exists.

Any public information release concerning the activities related to this agreement shall describe the contribution of both Parties to the activity. This does not apply to reports or records released pursuant to the Freedom of Information Act.

Publication may be joint or separate, always giving due credit to the cooperation and recognizing, within proper limits, the rights of individuals, including employees of NGLIA members and employees of SSL Program participants, who performed the work.

ARTICLE VIII - INTELLECTUAL PROPERTY

DOE will use its best efforts to require each awardee under its SSL Core Technology Program to enter into negotiations with NGLIA members intended to lead to the non-exclusive licensing of any patented subject invention made under its DOE agreement. To

accomplish this, DOE will maintain its determination of exceptional circumstances under the Bayh-Dole Act for domestic nonprofit and small business participants in the DOE Core Technology Program. In addition, in the Core Technology Program, DOE will continue to include comparable provisions in any patent waivers granted to entities such as large businesses that do not qualify for a statutory patent waiver under the Bayh-Dole Act. DOE will use its best efforts to ensure that information is provided to the NGLIA concerning inventions and other intellectual property developed by SSL Core Technology Program participants.

The Parties understand that:

- Individual companies will receive rights under the determination of exceptional circumstances and/or any patent waivers granted commencing on the date they become a member of the NGLIA. The NGLIA shall maintain a log of membership, including the effective date of each company's membership.
- An individual company will be entitled to the licensing benefits described above for subject inventions made under SSL Core Technology Program projects that have been selected for award after the time the company's membership in the NGLIA becomes effective. A project is selected for award when the DOE source selection official has signed the selection statement for the core technology solicitation under which it is proposed. The DOE will maintain a log of Core Technology Program projects and their selection dates.
- If an individual company elects to discontinue its membership in the Partnership, it will receive licensing benefits only for patent applications filed at the time when the company's membership ends.

All representatives of the NGLIA and its members must agree to non-disclosure of any and all confidential or proprietary information prior to participation in partnership activities such as technical evaluation or any activity that may disclose confidential or proprietary information from DOE SSL Program participants. Government employees are bound by the provisions of the Trade Secrets Act (18 USC 1905) to not disclose confidential or proprietary information obtained during the course of their Government employment.

ARTICLE IX – GENERAL PROVISIONS

This MOU is strictly for internal management purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

NGLIA understands that the activities it undertakes herein are not intended to provide services to the Federal Government and that it will not seek compensation from DOE in connection with its participation hereunder.

NGLIA will not claim or imply that DOE endorses the sale and purchase of its products and services or those of its member companies pursuant to this MOU.

This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

All agreements herein are subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements.

ARTICLE XI – AMENDMENT, MODIFICATION, AND TERMINATION

This MOU shall remain in effect for the period of 5 years from its effective date, and, if agreed upon by the Parties, may be extended for three additional 2-year periods for a total of eleven years. This MOU may be modified or amended only by written agreement of the Parties. Either Party may terminate this MOU by providing written notice to the other Party. The termination shall be effective upon the sixtieth calendar day following notice, unless an earlier or later date is agreed to by the Parties.

ARTICLE XII – EFFECTIVE DATE

This MOU will become effective upon the latter date of signature of the Parties.

Executed in duplicate on the dates indicated below:

By: Roland J. Risser Date: 4/5/10
Roland J. Risser
Building Technologies Program Manager
U.S. Department of Energy
Office of Energy Efficiency and Renewable Energy

By: Keith R. Cook Date: 4/6/10
Keith Cook
Chair
Next Generation Lighting Industry Alliance