**MEMORANDUM of UNDERSTANDING**
**BETWEEN THE**
**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY**
**MANUFACTURING EXTENSION PARTNERSHIP PROGRAM**
**AND**
**U.S. DEPARTMENT OF ENERGY**
**OFFICE of ENERGY EFFICIENCY AND RENEWABLE ENERGY**

**September 26, 2011**

## I. PURPOSE AND GOALS

This Memorandum of Understanding (MOU) constitutes an agreement between the Department of Energy (DOE) Office of Energy and Efficiency and Renewable Energy (EERE) and the National Institute of Standards and Technology (NIST) (hereinafter, each individually a "Party" and collectively the "Parties") to establish and collaborate on a series of activities focused on supporting energy efficiency in the industrial and commercial sectors.

The purpose of this MOU is to:

- Define a broad framework for collaboration between EERE and NIST;
- Identify programmatic areas by which this collaboration can leverage the capabilities of the NIST, including the Manufacturing Extension Partnership (MEP); and
- Define specific areas of collaboration focus that align with the programmatic interests of Building Technologies Program (BTP) and Industrial Technologies Program (ITP).

BTP and ITP are authorized by the Energy Policy Act of 2005, section 911. Administered by the Department of Energy, these programs lead national efforts to improve commercial and industrial energy efficiency and environmental performance. Both BTP and ITP are part of the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) and contribute to its efforts to provide reliable, affordable, and environmentally sound energy for America today and in the future.

In partnership with the private sector, state and local governments, national laboratories, and universities, BTP works to improve the efficiency of buildings and the equipment, components, and systems within them. BTP focuses on improving: commercial and residential building components, energy modeling tools, building energy codes, and appliance standards. The program supports research and development (R&D) activities and provides tools, guidelines, training, and access to technical and financial resources.

ITP's mission is (1) to develop and demonstrate next generation manufacturing processes and materials to enable rapid, low-cost, energy efficient manufacturing, and (2) to establish scalable mechanisms to identify, deploy, certify, and reward effective energy management practices and individuals. ITP collaborates with industry, states, utilities, and other stakeholders to deliver these technologies and best energy management practices. The ITP Technical Assistance resources include the "Save Energy Now" initiative with its tools, training, and information management energy saving software analysis tools, and the "Superior Energy Performance Program", as well as the Industrial Assessment Centers (IACs).

The activities and resources outlined above are the principle portfolio of resources to be leveraged with NIST, including the MEP Program, to further improve energy efficiency in the industrial and commercial sectors.

The objectives of the Parties to this MOU are to coordinate, leverage, and build upon the experience and capabilities of NIST Laboratories and NIST MEP, as well as the technical capabilities and experience within BTP, ITP, the IACs and the DOE Laboratories relating to commercial and industrial building performance and workforce development. It is the intent to effectively and efficiently meet the complementary goals and objectives of the DOE and NIST and to ensure that MOU efforts efficiently draw upon the expertise of each Party avoiding redundancy of effort among these two federal agencies.

Leveraging complementary programmatic strengths will serve as the initial basis for a coordinated working relationship between the two organizations. In particular, based on the demonstrated successes of the extension model as a means of transferring technical knowledge in the agricultural and manufacturing sectors, BTP and NIST will seek to collaborate on a pilot project to explore an extension model for the construction and commercial building operations sector. Additionally, ITP's "Save Energy Now" Industrial Assessment Center products and services will be made available to MEP's network field staff resources and pursue opportunities to implement joint efforts established under this MOU.

Those described above and all future collaboration efforts will be appropriately defined in corresponding statements of work (SOWs) for Interagency Agreements that detail specific programmatically-focused aspects of this collaboration. The existing Federal programs that are impacted are stated above in the MOU Purpose.

## II. ROLES AND RESPONSIBILITIES OF THE PARTIES

Each Party to this MOU intends to carry out its responsibilities through the individuals and organizations identified below at the Federal level and at the local level as practical and appropriate and when called upon by the local community to help with specific MOU-relevant Projects.

A. DOE's BTP and ITP plan to provide expertise on commercial and industrial best practices and methodology. DOE will also provide expertise from its Laboratories, especially related to energy performance tracking, to facilitate interagency coordination and support the activities of this collaboration.

B. DOC NIST will provide expertise from its MEP Program, including access to MEP Center staff and resources across its nationwide network of manufacturing assistance centers as appropriate. DOC NIST will also provide expertise as appropriate relating to development and implementation of all agreed to program objectives. NIST will also facilitate interagency coordination and support the activities of this collaboration.

## III. MOU MANAGEMENT

Each Party to this MOU intends to designate a member(s) of its staff at a level not lower than GS-14 or equivalent grade to serve as the Party's Principal Point of Contact (POC) for and manager of the Party's participation in the collaboration. The principal POC for each Party shall respond to inquiries related to their respective activities and associated areas of expertise and authority.

Subject to legal and fiscal limitations and agency priorities, each Party plans to engage relevant programs and offices within their agency to provide or coordinate resources or activities; support development of appropriate tools or training; make staff available or otherwise provide employee support for collaboration and Projects; and provide contractor support for the development and maintenance of collaboration resources.

All Parties expressly acknowledge that the activities under this MOU shall be subject to the availability of appropriated funds and personnel or the approval of other sources of funding.

## IV. SPECIFIC PROJECTS

As indicated in Section I. of this MOU, a series of SOWs will be created for each Project that is to be worked in conjunction with this MOU. These Project SOWs will be jointly created by the Party POCs for each agency to ensure that the defined needs and issues are addressed in a timely manner. The Project SOWs will detail the Project resources to be provided by the collaborating entities, including the commitment of any direct funding, in-kind resources and other resources required during the Projects. The Project SOWs will detail tasking for each Party, along with how Projects are to be managed. For those SOWs that involve NIST MEP, the roles of MEP Centers, affiliates, and partners that operate as part of the nationwide MEP System will also be detailed in Project SOWs. All agreements entered into under this framework must be executed in writing and cleared by this office.

## V. METRICS AND TARGETS

The Parties intend to develop metrics and annual targets related to the Parties' goals, and to work collaboratively to seek continuous improvement and its performance over time.

## VI. AUTHORITIES

The Parties expect to use the following authorities to implement this MOU:

**National Institute of Standards and Technology**
15 U.S.C. 272(b)(1) and 278k

**Department of Energy**
Section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).

The Transfer Authority for this agreement is the Economy Act: 31 U.S.C. §1535

## VII. LIMITATIONS

Nothing in this MOU is to be construed as indicating a financial commitment by signatory agencies for the expenditure of funds except as authorized in specific appropriations.

As required by the Anti-deficiency Act, 31 U.S.C. §§ 1341-42, all commitments made by the Parties in this MOU are subject to the availability of appropriated funds and to budget priorities. Nothing in this MOU, in and of itself, obligates any Party to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Any transaction involving transfers of funds between the Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements. In the event that the customer agency cancels the order, the servicing agency is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total amount provided for under the agreement.

This MOU does not, and is not intended to, impose any legally binding requirements on Federal agencies, states or the regulated public. Policy and procedures within this MOU are intended solely as guidance. If necessary, the Parties intend to jointly issue any formal guidance interpreting this MOU and background materials upon which it is based. This MOU does not constitute final agency action on any issue. Any actions contemplated by this MOU are to be carried out in an appropriate administrative process by the action agency in accordance with all applicable laws and regulations.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this agreement, against the Parties, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of the Parties.

## VIII. COMMENCEMENT/ DURATION/ MODIFICATION/ TERMINATION

This MOU is to take effect upon the last signature date of the Parties, and shall remain in effect for a period of 5 years. This MOU may be extended or modified at any time while it is in effect, per the mutual written agreement of the Parties. Additionally, a Party may terminate its participation in this MOU at any time by providing written notice to the other Parties, at least 60 days in advance of the desired termination date.

Signed,

Patrick Gallagher, Under Secretary of Commerce
for Standards and Technology
U.S. Department of Commerce

Henry Kelly, Acting Assistant Secretary
Office of Energy Efficiency and Renewable Energy
U.S. Department of Energy