The United States Department of Energy
and
The Illuminating Engineering Society
of North America

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU or Agreement) is entered into this 18th day of OCTOBER 2011, by and between the U.S. Department of Energy (DOE) and the Illuminating Engineering Society of North America (IES) (collectively, the "Parties").

I. Purpose and Authority.

The purpose of this MOU is to allow DOE and IESNA to work cooperatively to improve the efficient use of energy and to minimize the impact of energy use on the environment. The Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. §7256).

II. Background.

The Illuminating Engineering Society was founded in 1906 with the purpose of bringing engineers, architects, designers and end users of lighting into an organization devoted to research, application and education. This non-profit, volunteer membership organization has since provided research/consensus based documents such as recommended practices, design guides, research technical memoranda, and educational materials. The Department invests resources to further the energy efficiency, and lighting quality, with programs in lighting research, product development, commercialization, and standards. Both parties seek to improve the quality and efficiency of lighting through science and engineering; and have, over the past five years, performed a number of joint activities. As one example, IES, with support from DOE, produced LM-79 and LM-80, two very pivotal test methods for LED lamps.

III. Responsibilities of the Parties.

DOE and IES agree to work together toward the following goals:

1) Promoting and supporting the DOE Building Technologies Program and the DOE Efficiency Standards development by means of input from technical experts, and development of appropriate IES standards and procedures.

2) Developing and maintaining guides and procedures to assist the lighting measurement and application community in the photometric measurement of solid state lighting devices and other technologies to (i) support DOE programs, and (ii) provide consistency and uniformity in photometric reports.

3) Developing and maintaining standards that include a focus on energy conservation strategies to benefit design professionals and users.

4) Encourage the participation of DOE personnel in IES technical committee activities and provide the opportunity for dissemination/publication of related research.

5) Develop and maintain appropriate educational modules for inclusion in IES course materials for use by the Society's Sections and other organizations.

IV. Points of Contact.

The points of contact responsible for administration of this Agreement are:

DOE:

James R. Brodrick
Solid State Lighting Portfolio Manager
Department of Energy, EE-2J
1000 Independence Avenue, SW
Washington, D.C. 20585-0121
T 202-586-1856
F 202-586-4617
james.brodrick@ee.doe.gov

IES:

Rita M. Harrold
Director of Technology
Illuminating Engineering Society of North America
120 Wall Street, 17th floor
New York, NY 10005
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rharrold@ies.org

V. Terms and Termination.

This MOU shall remain in effect for five (5) years from the date on which it becomes effective, or until terminated by either party upon 90 days written notice to the other party.

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

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

This MOU is not legally enforceable and does not create any legal obligation on the part of either party, nor does it create a private right or cause of action for or by any person or entity.

VI. Modifications.

This MOU may be modified by mutually acceptable written amendment duly executed by authorized officials of DOE and IES. Its provisions will be reviewed annually and amended/supplemented if mutually agreed upon in writing.

VII. Entire Agreement.

This MOU constitutes the full and final understanding of both Parties on all subjects contained within it. All prior negotiations, understandings, and agreements are merged into this Agreement.

VIII. Execution.

The Parties have caused this MOU to be executed in duplicate originals by their duly authorized representatives and is effective on the date of the last signature below.

For DOE:

Roland J. Risser 10-13-11

Roland J. Risser Date

Program Manager – Building Technologies Program

US Department of Energy

For IES:

William Hanley August 4, 2011

William Hanley Date

Executive Vice President

Illuminating Engineering Society of North America