



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ADVANCED RESEARCH PROJECTS AGENCY–ENERGY  
AND  
THE CALIFORNIA ENERGY COMMISSION OF THE STATE OF CALIFORNIA**

The State Energy Resources Conservation and Development Commission (California Energy Commission or CEC), a division of the California Natural Resources Agency, and the Advanced Research Projects Agency–Energy (ARPA-E), an agency within the United States Department of Energy, hereinafter referred to as Participants, agree as follows:

**WHEREAS** the goals of ARPA-E are to 1) enhance the economic and energy security of the United States through the development of energy technologies that reduce imports of energy from foreign sources; reduce energy-related emissions, including greenhouse gases; improve the energy efficiency of all economic sectors; provide transformative solutions to improve the management, clean-up, and disposal of radioactive waste and spent nuclear fuel; and improve the resilience, reliability, and security of infrastructure to produce, deliver, and store energy; and 2) ensure that the United States maintains a technological lead in developing and deploying advanced energy technologies;

**WHEREAS** the CEC administers a wide range of funding programs to advance energy-related research and accelerate technology innovation and deployment that results in a safe, affordable, reliable and decarbonized energy sector;

**WHEREAS** the CEC is engaged in these efforts with electric utilities, an Independent System Operator, and public and private organizations, and uses its expertise in these fields and experience with California-based participants in its research programs to provide unique opportunities for funding and deployment of cutting-edge energy technologies;

**WHEREAS** ARPA-E's and CEC's missions are closely aligned in that each organization is pursuing research related to energy technologies that will reduce the cost of energy, enhance the reliability of power delivery, and mitigate environmental impacts of the production, delivery, and use of energy for the benefit of the public, thereby enhancing



U.S. economic and energy security;

Therefore, pursuant to mutual and complementary goals and aims, the Participants enter this Memorandum of Understanding (MOU) as of March 2023 (Effective Date).

## **SECTION I Objective**

The purpose of this MOU is:

- (1) To enable collaboration between ARPA-E and CEC in order to identify research, development, demonstration, and deployment opportunities that will serve societal needs related to energy, and to accelerate progress in innovation, research, development, demonstration, and deployment of energy technologies.
- (2) To establish an umbrella framework that may lead to the negotiation of separate, project- and program-specific agreements between ARPA-E recipients, CEC, and CEC stakeholders for the deployment and testing of ARPA-E-funded technologies at the sites and facilities of CEC or CEC stakeholders. In so doing, ARPA-E expressly does not endorse CEC, CEC stakeholders, or their sites and facilities, their testing methodologies, or funding/management processes, and, furthermore, will not communicate to CEC or CEC stakeholders' non-public information resulting from ARPA-E-funded projects.
- (3) To enable consultation and coordination between ARPA-E and CEC to:(a) improve current funding processes; (b) facilitate complementarity in state and federal funding efforts, provide greater cost-share opportunities to potential awardees, and maximize the public/ratepayer benefits associated with innovative energy technologies; and (c) present project outcomes to a broader audience as well as ensure that all Participants are relying on the most current, complete and accurate information available. Although CEC's focus is on the state of California, collaboration with ARPA-E reflects the shared belief that economic and social impacts of collaboration between the agencies can extend far beyond California's geographic jurisdiction.



## **SECTION II Areas of Cooperation**

The Participants intend to cooperate on the following priority areas and common objectives:

- a) Share publicly available knowledge and results of ARPA-E and CEC-funded technologies between agencies and with the greater public.
- b) Discuss energy research funding opportunities and explore ways to coordinate to advance new energy technologies.
- c) Promote the development and deployment of ARPA-E projects at sites or facilities associated with the CEC or CEC stakeholders.

## **SECTION III Coordination**

CEC and ARPA-E will designate a point of contact at each agency that will serve as the primary liaisons and facilitators of ongoing coordination efforts. These liaisons will work with appropriate staff and policymakers to identify projects with similar objectives, communicate opportunities for cross-participation, designate representatives to share relevant and public project information, and organize as-needed meetings to further enhance the collaboration of both agencies.

## **SECTION IV Specific Activities**

Specific activities to achieve the objectives of this MOU for the key sectors and initiatives identified in Section II may include:

- a) Enhanced collaboration through meetings, workshops, exchange of publicly available data and reports, and webcasts complementary to both organizations' interests;



- b) Participation in relevant project and program development, industry workshops, and annual meetings;
- c) Publicizing the results of ARPA-E-funded technologies that are deployed and tested at the sites and facilities of CEC or CEC stakeholders through publications, conference participation, and other means. The Participants agree that any proposed publications prepared by ARPA-E personnel, CEC personnel, and/or the personnel of CEC stakeholders relating to ARPA-E-funded technologies deployed and tested at the sites and facilities of CEC or CEC stakeholders will require advance review by the Participants and the participating ARPA-E recipient and their mutual approval.
- d) Host or arrange periodic meetings of ARPA-E and CEC personnel, and on some occasions, ARPA-E and CEC awardees and third parties that may be interested in the technologies funded by ARPA-E and CEC and tested and deployed at sites and facilities in California. These meetings will provide an opportunity for CEC and ARPA-E personnel to individually review progress and information relating to the deployment and testing of ARPA-E-funded technologies at the sites and facilities of CEC and/or CEC stakeholders and to relevant ARPA-E work. These in-person meetings may be augmented by conference calls, webinars, or other meetings as appropriate.

## **SECTION V**

### **No Legal Obligations, Rights, or Remedies**

This MOU is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this MOU are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its pledges in light of the Participant's individual circumstances, laws, and policies; and each Participant is free to withdraw from the MOU.

This MOU is non-exclusive in nature. ARPA-E may enter into similar memoranda of understanding with other related entities in the United States, and this MOU does not place any restrictions upon CEC's ability to enter into MOUs with other entities.



## **SECTION VI Availability of Personnel and Resources**

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the Participant who incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel and other resources of each Participant.

The personnel designated by a Participant for the execution of this MOU will work under the orders and responsibility of that Participant and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with that Participant and organization or institution, and not with any other Participant.

This MOU does not constitute a financial assistance agreement and does not provide any basis for a determination of noncompetitive financial assistance.

This MOU shall not be construed as creating a partnership, trust, or any agency relationship.

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

CEC agrees that it will not claim or imply that ARPA-E endorses the sale and purchase of CEC's products and services, nor those of CEC stakeholders.

Neither Participant may use the other Participant's names, logos, trademarks, service marks, trade names, or refer to participation of an employee of the other Participant by name or title, in any public release of information without the other Participant's express consent.



This MOU in no way restricts either of the Participants from participating in any activity with other public or private entities or individuals.

CEC agrees that the activities it undertakes herein are not intended to provide services to the Federal Government and that it will not seek compensation from ARPA-E in connection with its participation hereunder. This MOU does not preclude CEC from entering into agreements for appropriate compensation with agencies of the Federal Government.

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

This MOU will become effective upon signature by the Director of ARPA-E and the Chair of CEC.

In no event shall either Participant be liable to the other Participant or its representatives for any special, indirect, punitive, exemplary, or consequential damages of any type, including lost profits, loss of business opportunity, or business interruptions, whether arising in contact, tort (including negligence, whether sole, joint or concurrent or strict liability) or otherwise, arising out of this MOU.

## **SECTION VII Compliance with Applicable Laws**

This MOU shall be construed consistent with all applicable laws, and activities undertaken in connection with this MOU shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.



## **SECTION VIII Interpretation and Application**

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

## **SECTION IX Final Provisions**

This MOU is effective from the date of its signature until December 31, 2028, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this MOU.

This MOU may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Either of the Participants may, at any time, withdraw from this MOU by providing a written notice to the other Participant. A Participant who intends to withdraw from this MOU shall endeavor to provide 60 days advance notice of such withdrawal to the other Participant.

The termination of this MOU shall not affect the conclusion of the cooperation activities that may have been initiated during the time this MOU is in effect, unless the Participants mutually decide otherwise.

ARPA-E enters into this MOU pursuant to Section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended, codified at 42 U.S.C. § 7256).

CEC enters into this MOU pursuant to Section 25219 of the California Public Resources Code.

In witness whereof, the Participants have hereto subscribed their names as of the Effective Date.



**STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION**

By: *David Hochschild*

Name: David Hochschild

Title: Chair, CEC

**ADVANCED RESEARCH PROJECTS AGENCY - ENERGY**

By: *Evelyn Wang*

Name: Dr. Evelyn Wang

Title: Director, ARPA-E