

**The United States Department of Energy
and**

**MEMORANDUM OF UNDERSTANDING
DOE Bright Tomorrow Lighting Prizes**

By this Memorandum of Understanding (MOU), the U.S. Department of Energy (DOE) and _____ (company) agree to work cooperatively to improve the efficient use of energy and to minimize the impact of energy use on the environment.

DOE and _____ (company) intend to work together toward the following objectives:

- 1) Encourage the development of solid-state lighting (SSL) products to significantly decrease lighting energy use and maintain or improve lighting service, compared to traditional light sources through support of the Bright Tomorrow Lighting Prize.
- 2) Coordinate information-sharing regarding the evaluation of SSL products to the extent permissible.
- 3) Develop and implement cooperative programs to speed the market introduction, retail availability, and consumer acceptance of the selected SSL products. Such programs may include cooperative marketing, consumer education, distribution chain incentives, and/or field testing, among other possible strategies.

In conducting activities pursuant to this MOU, the parties understand and agree that DOE will not endorse any particular company or its products. The parties further understand and agree that the DOE logo shall not be used without the prior written authorization of DOE.

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.

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

This MOU will become effective upon signature by the Assistant Secretary of EERE, DOE and _____ (representative), _____ (company). It may be modified or amended by written agreement between both parties, and such amendments shall become part of, and shall be attached to, this MOU.

This MOU shall terminate at the end of three (3) years from the later of the dates indicated below, unless revised or extended at that time by written agreement of the parties. It may be terminated at any time by either party, upon 90 days written notice to the other. Its provisions will be reviewed annually and amended/supplemented if mutually agreed upon in writing.

The Department of Energy enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. No. 95-91, as amended; 42 U.S.C. 7256).

_____	_____	_____	_____
Henry Kelly	Date	Signature	Date
Acting Assistant Secretary		_____	
Office of Energy Efficiency		Name	
and Renewable Energy		_____	
US Department of Energy		Title	

		Company	