

**The United States Department of Energy
and
The Illuminating Engineering Society**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU or Agreement) is entered into this 20th day of January 2022, by and between the U.S. Department of Energy (DOE) and the Illuminating Engineering Society (IES) (each a “Party” and collectively, the “Parties”). The Office of Energy Efficiency and Renewable Energy’s Building Technologies Office will serve as the program office responsible for carrying out the goals of the MOU on behalf of DOE.

I. Purpose and Authority.

The purpose of this MOU is to allow DOE and IES to work cooperatively to improve the efficient use of lighting-related energy and to minimize the impact of that energy use on the environment.

DOE’s authority to enter into agreements is set forth in 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. DOE invests resources to further the energy efficiency in lighting, 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, in the recent past, performed a number of joint activities. As one example, IES, with support from DOE, produced “Optical And Electrical Measurements Of Solid-State Lighting Products (LED and OLED)” (ANSI/IES LM-79) and “Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays and Modules” (ANSI/IES 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 based on available resources, mission alignment, and other considerations of the Parties:

- 1) Promoting and supporting the DOE Programs 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 industry standards that include a focus on energy efficiency strategies to benefit design professionals and users.
- 4) Encourage participation of DOE staff and funded researchers in relevant IES committee activities and provide opportunities for dissemination/publication of related research.
- 5) Develop and maintain appropriate educational modules for inclusion in IES course materials for use by IES Sections and other organizations.
- 6) Coordinate research & development plans with the DOE Lighting R&D Program on numerous science, engineering, and application concepts.

IV. Points of Contact.

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

DOE:

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IES:

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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 30 days written notice to the other Party.

This MOU is not intended to restrict the Parties from participating in any other activities or arrangements with other public or private agencies, organizations, or individuals.

This MOU is strictly for the internal management purposes for each of the Parties. Notwithstanding anything to the contrary contained in this MOU, it does not create any legally binding obligations between or among the Parties. This MOU is not to be construed to provide a private right or cause of action for or by any person, entity, or Party.

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

IES agrees that it will not claim or imply that DOE endorses its products and services or those of its subsidiaries or affiliates.

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

VI. Modifications.

This MOU may be modified at any time by the mutual written consent of the Parties.

The Parties intend to review the MOU annually to determine whether it should be modified, renewed, or discontinued.

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.

