

# MEMORANDUM OF UNDERSTANDING

Between the

DEPARTMENT OF ENERGY

and

EDISON ELECTRIC INSTITUTE

This Memorandum of Understanding ("MOU") is entered into this eighth day of June, 2015, by and between the United States Department of Energy ("DOE") and the Edison Electric Institute ("EEI") (hereinafter "the Parties"). The Office of Energy Efficiency and Renewable Energy ("EERE") 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 EEI to pursue key opportunities for collaborative action between government and the utility industry in order to accelerate plug-in electric vehicle (PEV) and charging infrastructure deployment. Recognizing the mutual interest in realizing the economic, environmental, and national security benefits achieved by the growing use of electricity as a transportation fuel, the partnership will facilitate dialogue and coordinated actions between DOE and EEI to accelerate the growth of the electric transportation market.

The scope is limited to electrified transportation, primarily focused on on-road applications, but may also include non-road transportation (e.g., movement of goods) and encompasses all technology types that displace petroleum with grid-sourced electricity (e.g., all-electric vehicles, plug-in hybrids, and auxiliary power units (APU)).

DOE enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).

DOE and EEI are committed to working together towards the following goals:

1. Defining and launching a public-private partnership ("EV-Everywhere Utility Partnership (EV-Everywhere UP)") between DOE, EEI, and other electric utilities, initially through this MOU, to formalize a joint effort on electric transportation and create an umbrella under which specific initiatives can be designed and executed.
2. Conducting a campaign to increase PEV and charging infrastructure deployment through the workplace by coordinating complementary activities of DOE's EV Everywhere Workplace Charging Challenge, and other associated activities, and EEI's launch of their Employee PEV Engagement Initiative, and other associated activities.

3. Commissioning one or more third party studies to assess the national economic impact and benefit to utility rate payers of transportation electrification and to examine the effectiveness of utility investments in electric transportation related activities (i.e., consumer education and awareness campaigns, infrastructure deployment, etc.) in market growth.
4. Engaging in broad-based consumer education and outreach efforts on PEVs by synthesizing data and analysis and packaging into accessible, compelling, informative materials and developing the communication channels to effectively deliver those messages, as deemed appropriate by both parties.
5. Providing additional analyses and tools, leveraging industry and research data, to target critical knowledge gaps such as consumer behavior and charging infrastructure needs related to transportation electrification.
6. Exploring other targeted collaborative campaigns to increase PEV and charging infrastructure deployment such as PEV user experience campaigns and utility rebate programs.
7. Office of Electricity Delivery and Energy Reliability (OE) and EERE will coordinate to identify opportunities for utilities to engage with DOE's Grid Modernization Laboratory Consortium on transportation electrification, grid integration issues and related research, development, demonstration, testing, analysis, and institutional engagement efforts.
8. Exploring other barriers and opportunities related to PEVs and associated infrastructure, including working with states on issues related to Clean Air Act and State Implementation Plans for PEVs.
9. Coordinating federal government-utility engagement efforts related to transportation electrification through facilitated dialogue with other key government agencies including Department of Transportation (DOT), General Services Administration (GSA), Council on Environmental Quality (CEQ), and the White House.
10. Identifying PEV product gaps that are limiting market acceleration and engage with third parties to perform operational modeling analysis and development of draft PEV performance specifications based on the type of operation these vehicles are intended to serve.

Through this MOU, DOE and EEI agree to work together to advance each of these priorities and develop work plans to accomplish these goals. An initial framework for implementing these areas described above, upon which initial work plans will be developed, is included in the addendum. Specific work plans for the initiatives described above will be developed by the Parties and incorporated as additional addenda under this

MOU. The final work product resulting from the work plans developed under this MOU will be made public.

II. Background.

On November 19, 2014, DOE, EEI, and the White House co-hosted the first of two roundtable events to discuss opportunities for utilities and the federal government to collaborate on accelerating growth of the electric transportation market. The first event coincided with an announcement by EEI and its members that its member utilities had committed to invest 5% of their annual vehicle fleet budget in plug-in vehicles and technologies going forward. The event also included a demonstration of new electrified transportation technologies such as a plug-in hybrid-electric bucket truck and discussion on plans to bring an electrified pickup truck to market. A second follow up roundtable event was held on February 12, 2015, to define specific action topics for collaboration and to formalize a model for partnership. This MOU and related proposed initiatives are a result of those roundtable events.

III. Responsibilities of the Parties.

DOE will act as the lead agency in facilitating inter-governmental coordination with other key agencies including DOT, GSA, CEQ, and the White House in support of this partnership.

IV. Points of Contact.

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

DOE:	Reuben Sarkar, EERE
EEI:	Rebecca Harsh Knox, Retail Energy Services Department

V. Terms and Termination.

This MOU shall remain in effect until terminated by either party upon 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 strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party, including that of a federal contractor. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

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

VI. Modifications.

This MOU may be modified by mutually acceptable written amendment duly executed by authorized officials of DOE and EEI.

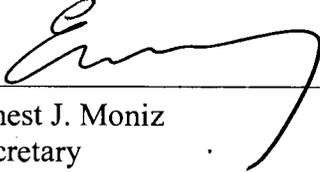
VII. Entire Agreement.

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 the U.S. Department of Energy**

  
\_\_\_\_\_  
Ernest J. Moniz  
Secretary

June 8, 2015

**For the Edison Electric Institute**

  
\_\_\_\_\_  
Thomas R. Kuhn  
President

June 8, 2015