



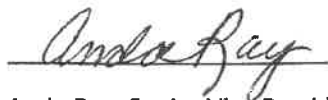
Memorandum of Understanding
between
Society of American Military Engineers (SAME)
and
Electric Power Research Institute, Inc. (EPRI)

This non-binding Memorandum of Understanding (MOU) will guide SAME, a non-profit corporation organized under the laws of the District of Columbia Non-profit Corporation Act and recognized as a tax exempt organization under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended, whose mission is to promote and facilitate engineering support for national security among uniformed services and related professions and EPRI, a non-profit corporation organized under the laws of the District of Columbia Non-profit Corporation Act and recognized as a tax exempt organization under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended, whose mission is to conduct research and development in energy and related fields for the benefit of the public.

1. **SCOPE.** The execution of this MOU recognizes the intent of the two entities to form a strategic alliance to facilitate collaboration, education, and non-confidential information sharing among members of both organizations to advance the resiliency and sustainability of our nation's electrical infrastructure based on publicly available data that may also be facilitated by joint workshops and invitations to SAME and/or EPRI conferences where registration fees would be waived on a roughly equivalent basis.
2. **POTENTIAL AREAS OF ENGAGEMENT.** EPRI and SAME envision coordinating future activities, to the extent practical and compliant with the respective missions and charters, in support of the following goals and activities:
 - a. **Energy & Sustainability.** SAME and EPRI offer the work of a well-established energy and sustainability expertise that serves as a community of practice for the electric power sector and related industries that include government, utility and other engineering professionals. SAME and EPRI's respective work areas would envision welcoming representation from each entity to sit in on meetings to share, evaluate and assess research trends and technologies while hearing from the membership of each entity on technological application and implementation issues.
 - b. **Resilience.** SAME and EPRI promote awareness, training and partnerships to stakeholders on information supporting the development of effective policies, efficient development, implementation, and use of technologies that both improve the resiliency of infrastructure including areas such as renewable power generation, electrical industrial control systems, distributed energy resources, cyber-security, etc... SAME and EPRI's respective work areas would envision welcoming representation from each entity to sit in on meetings to share, evaluate and assess research trends, emerging technologies, and best practices while hearing from the membership of each entity on the resilience of the integrated power grid.
 - c. **Multi-Sector Government Engagement.** To help enhance and make engagement more robust, SAME has an established Industry-Government Engagement (IGE) Plan that promotes the collaboration of industry and government to support national security. EPRI hosts Incubatenergy Network, Electrification and other conferences and meetings. EPRI and SAME can work through their respective events to connect grid operators, utilities and power systems companies together with critical assets, operations, planning and installations to make the power grid more reliable, affordable, environmentally safe, resilient and efficient. SAME will share this opportunity with local Posts for potential engagement with EPRI, those entities EPRI invites to engage with EPRI, its member utilities and stakeholders at its events referenced above. Additionally, SAME and EPRI will look for opportunities for EPRI and/or it's members to participate in the annual Joint Table Top Exercise which has been added to FEMA's National Exercise Program, at its annual conference. Similarly, EPRI will explore potential trainings, information groups and meetings to make SAME aware of the

opportunity to participate and collaborate therein. Participation and engagement are envisioned to be based on availability and experience on a non-confidential and non-discriminatory basis.

Electric Power Research Institute, Inc.



Anda Ray, Senior Vice President
Global Strategy and External Relations

12-17-2018

Date

Society of American Military Engineers



BG Joseph Schroedel, P.E., F.SAME, USA (Ret.)
Executive Director

1/15/19

Date

APPENDIX A: TERMS OF MOU

SAME and EPRI both agree that this MOU shall continue until either party, with 90 days written notice, elects to end the agreement. This agreement may be supplemented by additional binding agreements to be signed by the parties to this MOU, subject to mutually drafting, negotiation and executing any such definitive agreement(s).

1. PRINCIPLES OF COOPERATION: To the extent appropriate, these meetings and conferences may be opportunities to enhance and report on the ongoing activities through coordination between EPRI and SAME. To coordinate these activities, SAME and EPRI plan to promote this arrangement through coordinated cross-promotion of websites, newsletters, and social media to the extent aligning with both organizations' priorities and missions. SAME expects to provide EPRI a booth and associated registrations for its annual Joint Engineer Training Conference (JETC). EPRI anticipates providing booth space to SAME at its events or to identify opportunities for tours of R&D facilities or facilities utilizing or demonstrating EPRI projects or emerging technologies, which may or may not be combined with EPRI events.

2. TECHNOLOGY TRANSFER: If technology is not in the public domain and needs to be transferred between the organizations, then that would be the subject of a separate, definitive cross-license or agreement that would need to be mutually drafted and negotiated by the Parties as set forth below in Section 4.

3. DISCLOSURE AND LICENSE EXCLUSIONS: Neither this MOU nor anything exchanged in connection herewith is or may be construed as confidential. Likewise, this MOU does not, expressly or impliedly, grant, transfer or estoppel any licenses or other rights and interests to any invention, patent, and/or intellectual property right now or hereafter controlled or owned by the Parties, respectively. The Parties acknowledge and agree that a separate, definitive, mutually drafted and negotiated agreement would be required for non-public information or for licensing any rights, intellectual property or other products, services or work. EPRI and SAME may offer free reprints of articles published online and in print of respective journals, bulletins, and additional media.

4. MISCELLANEOUS.

a. **No Joint Venture:** The MOU does not constitute or create a joint venture, partnership or formal business organization of any kind.

b. **Non-Binding:** As an avoidance of doubt, this MOU is strictly for the internal management purpose of the Parties, is non-binding, and is solely intended to establish a framework for cooperation between the Parties. This MOU does not in any way restrict either Party from participating in similar activities or arrangements with one another or other organizations or individuals. 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.

c. **No Endorsement:** Nothing in this MOU constitutes an endorsement by either Party of the products, services, and/or fundraising activities of the other Party. Any statements or promotional materials prepared by a Party that describe this MOU must be approved in advance by the other Party. The Parties are permitted to use each other's logo branding on their respective websites to communicate network membership.