



**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 Delaware General Corporation Law 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. NONBINDING UNDERSTANDINGS AND SCOPE OF PROPOSED COLLABORATION.

- a. **BACKGROUND.** The members, associates and stakeholders of both SAME and EPRI include a broad range federal government entities, grid operators, utilities and power systems companies, and engineering professionals. These individuals and entities offer well-established energy security and resilience expertise on topics including critical assets, operations, planning and installations to make our nation's energy infrastructure more reliable, affordable, safe, resilient and efficient.

Additionally, both organizations share and discuss research trends, emerging technologies, and best practices to promote awareness and offer training and programs for members and stakeholders, which provide timely and relevant information supporting the development of effective policies, efficient development, implementation, and energy security technologies.

These alignments form the basis of our relationship, and the value of this MOU to both organizations. For the avoidance of doubt, this MOU shall supersede and take precedence over the MOU executed by Parties on January 19, 2019.

- b. **STEWARDSHIP.** This relationship will be stewarded by the SAME Energy Security Community of Interest (COI) and EPRI's Global Partnerships & Outreach division. Where appropriate, other SAME COIs will be invited to participate with our EPRI partners.
- c. **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 energy utility infrastructure security and resilience. Participation and engagement will be based on availability and experience on a non-confidential and non-discriminatory basis. For the avoidance of doubt, this MOU is an expression of the good faith intent of the Parties to collaborate, and may not be construed by either Party as creating any legally binding obligations.

Topics for collaboration may include, but are not limited to:

- i. Renewable power generation and electrification
- ii. Electrical industrial control systems
- iii. Distributed energy resources and energy storage
- iv. Cyber-security
- v. Microgrids

- vi. Advanced and Additive Manufacturing
- vii. Advanced Buildings and Construction Materials
- viii. Advanced Nuclear Technology
- ix. Other program areas in which the Parties agree would be mutually beneficial


d. **POTENTIAL ENGAGEMENT ACTIVITIES.** Engagement between SAME and EPRI is intended to allow for members to evaluate and assess research trends and technologies, technological application case studies, and implementation strategies and lessons learned occur. Engagement is anticipated to occur in one or more of the following forums:

- i. **Meetings.** Both SAME and EPRI hold regular meetings. SAME and EPRI will invite representatives from the partner entity to participate in relevant and appropriate meetings.
- ii. **Webinars.** SAME and EPRI will coordinate and evaluate opportunities for both entities to provide educational webinars for their respective members.
- iii. **Post and Regional Events.** SAME will share this opportunity with SAME Posts and Regions for potential engagement with EPRI, and those entities may separately invite EPRI to their events.
- iv. **National Events.** Both SAME and EPRI may request participation to the partner entity's national conferences where registration fees would be waived on a roughly equivalent basis.
- v. **Industry-Government Engagement (IGE).** To encourage and enhance engagement, SAME has an established IGE Plan that promotes the collaboration of industry and government to support national security through projects in which SAME addresses government problems with collaboratively driven solutions. EPRI may be invited to participate in IGE Projects or suggest additional subjects for SAME to consider.
- vi. **Training.** SAME and EPRI will look for opportunities for its members to participate in potential training opportunities offered by the partner organization.

e. **COORDINATION & COMMUNICATION.** Coordination and communication will take place as follows:

- i. **Coordination.** Representatives of EPRI and SAME will coordinate future activities, to the extent practical, and in compliance with the respective organizations' missions and charters.
- ii. **Communication.** Additionally, EPRI and SAME will notify members of their respective organizations of the partnership opportunities for participation and collaboration.

Electric Power Research Institute


Signed by:

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Jacqueline Rosati
 Corporate Vice President, General Counsel,
 Chief Compliance Officer, and Secretary

Nov 25, 2025

Date

Society of American Military Engineers

Signed by:

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MG Mike Wehr, P.E., USA (Ret.)
 Executive Director

Dec 6, 2025

Date

APPENDIX A: TERMS OF MOU

SAME and EPRI agree that either party may terminate this MOU for convenience, with 30 days written notice to the other Party. This MOU may be supplemented by additional agreements to be signed by the parties to this MOU, subject to mutually drafting, negotiation and executing any such definitive agreement(s).

1. NONBINDING 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 it's annual Joint Engineer Training Conference (JETC). EPRI may provide booth space to SAME at its events as appropriate. EPRI and SAME may identify opportunities for tours of EPRI 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 prevent 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. DURATION. This agreement shall have a term of five years at the end of which it may be renewed by mutual consent.

5. MISCELLANEOUS.

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

b. **Binding Sections.** This MOU is intended for discussion purposes only and, other than with respect to Sections 2, 3, 4, and 5 (the "Binding Sections"), does not constitute and will not give rise to any legally binding obligation (including any obligation or implied duty to negotiate in good faith) on the part of any person, and this MOU may not be relied upon as the basis for a contract by estoppel or otherwise. The Parties acknowledge that the Binding Sections are made in consideration of the Parties' willingness to expend the time, effort and expense required to complete documentation and are a material inducement to the Parties' willingness to do so.

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.