

DIGITALEUROPE



Memorandum of Understanding between  
DIGITALEUROPE  
GeSI  
JBCE  
and TechAmerica Europe

for the establishment of an industry  
ICT for Energy Efficiency Forum

This Co-operation Agreement and Memorandum of Understanding ("Agreement/MoU") is entered into and is effective as of 23 February 2010.

Whereas the European Commission issued a Recommendation on 9<sup>th</sup> October 2009 on **"Mobilising Information and Communications Technologies to facilitate the transition to an energy-efficient, low-carbon economy"**<sup>1</sup>

Recognising that the Commission called upon the Information and Communications Technology (ICT) sector to "issue a roadmap within three months of this Recommendation," the aforementioned ICT industry associations have agreed to work together to establish an ICT for Energy Efficiency (ICT4EE) Forum to deliver on the Commission's recommendations.

**Article 1 - Aims and Objectives**

The overarching aim of the ICT4EE Forum is to link digital technology more closely to EU climate and energy policies and economic development. The objectives of the Forum are threefold:

- To demonstrate the commitment of the ICT sector to cooperate with other sectors in order to deliver energy efficient solutions to other sectors of the European economy and leadership to **improve** the energy efficiency of its own processes through delivery of its Roadmap.

<sup>1</sup> Commission Recommendation "on mobilising Information and Communications Technologies to facilitate the transition to an energy-efficient, low-carbon economy SEC(2009) 1315} of 9<sup>th</sup> October 2009.  
[http://ec.europa.eu/information\\_society/activities/sustainable\\_growth/docs/recommendation\\_d\\_vista.pdf](http://ec.europa.eu/information_society/activities/sustainable_growth/docs/recommendation_d_vista.pdf)

*Handwritten signatures and initials in blue ink, including a large 'K' and 'T.F.' followed by a signature.*

- To help ensure a **global** coordinated approach from the ICT sector to EU policy recommendations on ICT4EE and climate and energy efficiency policies more broadly.
- To **support the development of** informed and coordinated policy making in the European Commission, European Parliament and Member States on the ICT4EE agenda.

## Article 2 - Areas of Cooperation

The signatories to the MoU agree to cooperate on the establishment of an ICT4EE Forum in 2010 to deliver a three year Roadmap linked to the Commission's recommendations. (See Roadmap separately).

## Article 3 - Roles of the Parties

In accordance with each association's mandates, rules, regulations and procedures, the role of the Parties will be to:

1. Agree on the Forum's Terms of Reference, including joint financing and resourcing.
2. Agree on a three year Roadmap, schedule and deliverables to be delivered by the Forum.
3. Mobilise association members' support of, and participation in, the Forum.
4. **Encourage individual companies represented by the different sector associations to endorse the measurement methodology in order to meet the targets established by the Forum & deliver on the Commission's Recommendations.**
5. Jointly mobilise resources for agreed projects of mutual interest that will benefit the activities of the Forum.
6. Promotion and assistance in the implementation of the Forum's activities by the Parties.

## Article 4 - Additional Partners

If at any time during the implementation of this MoU, it is agreed by the Parties that the association of (a) third party(ies) proposed by any of the Parties to this MoU, **or by the European Commission or the European Parliament**, will strengthen the process of achieving the objective of this MoU, then that/those third party(ies) may be formally associated with this MoU as mutually agreed.

## Article 5 - Assignment or Transfer to Third Parties

The role and responsibilities of the Parties under this MoU are not assignable or transferable except as provided herein. Any attempt to assign or transfer, including by operation of law, is void unless there is the prior written approval of the Parties.

TV  
B. Perry

## **Article 6 - Financial Obligations**

In the start up phase of the Forum each Party commits to provide a minimum budget (see separate budget agreement) to cover costs of developing the Forum's identity, website /communication strategy and launch event. In addition, future financial obligations in carrying out the roles in this MoU will be determined by the Parties through mutual consultation and formal agreement on a case-by-case basis, in accordance with the Rules, Regulations and procedures of each Party. This MoU does not impose any financial obligations on either Party in the absence of a separate formal agreement.

## **Article 7 - Settlement of Disputes**

The Parties confirm that they will exercise good faith efforts to resolve any dispute between them arising from or in connection with this MoU through mutual negotiation and agreement.

## **Article 8 - Entry into Force, Duration and Termination**

This MoU enters into force on the date of its signature by all Parties and remains in effect unless terminated by Parties by mutual agreement with advance written notice to the others. It will terminate ninety (90) days after receipt of such notice. Notwithstanding its termination, the provisions of this MoU will survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close.

## **Article 9 - Confidentiality**

Each Party agrees to treat with the utmost confidentiality all documents, information and/or data that are obtained in the course of the execution of this MoU and that are deemed confidential by the other Party.

## **Article 10 - Amendments**

This MoU can be amended at any time by written agreement signed by the Parties.

## **Article 11 - Channel of Communication and Notice**

11.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MoU, the channel of communication for the Parties will be:

11.1.1 for DIGITALEUROPE

Bridget Cosgrave, Director-General  
Rue Joseph II, 20, B-1000 Brussels  
[Bridget.cosgrave@digitaleurope.org](mailto:Bridget.cosgrave@digitaleurope.org)  
t: 00 32 609 53 10

Handwritten initials: BC/pw

11.1.2 for GeSI  
Name address, email, telephone

11.1.3 for JBCE  
Name address, email, telephone

11.1.4 for TechAmerica Europe  
Name address, email, telephone

12.2 Any Party may, by notice in writing to the other Parties, designate additional representatives or substitute other representatives for those designated in this Article.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorised representative, have signed this MoU in two (2) originals in the English language.

For

DIGITALEUROPE



.....  
**Bridget Cosgrave**  
Director-General  
Place: Brussels  
Date: .....

GeSI



.....  
**Mr/Ms. ...**  
Director,  
Place: Brussels  
Date: .....

JBCE



.....  
**Mr/Ms ...**  
Director,  
Place: Brussels  
Date: .....

Date: .....

TechAmerica Europe

.....  
Mr/Ms. ...

Director,

Place: Brussels

Date: .....

A handwritten signature in blue ink, appearing to read 'J. Schepers', is written over the signature line. The signature is fluid and cursive.