
Program Name: Lighting Global Quality Assurance

MEMORANDUM OF AGREEMENT

between

CLASP

and

TEST LAB NAME (“Test Lab”)

[DATE]

**MEMORANDUM OF AGREEMENT
BETWEEN
CLASP
AND
TEST LAB NAME (“Test Lab”)**

WHEREAS CLASP is an international, nongovernmental organization whose mission is to improve the energy and environmental performance of the appliances and equipment we use every day, accelerating our transition to a more sustainable world. CLASP convenes stakeholders, conducts analyses, identifies best practices, builds capacity, shares knowledge, guides decision makers, and transforms markets with the goal of drastically increasing market uptake of affordable, low-impact, high-quality appliances.

WHEREAS CLASP serves as operator and manager of the Lighting Global Quality Assurance Program (QAP), which sets forth certain minimum standards for off-grid solar lighting products and energy systems.

WHEREAS the Test Lab is an independent test laboratory capable of providing valid results for Lighting Global according to the IEC/TS 62257-9-5 test methods and/or Lighting Global Quality Assurance Protocols for Solar Home System Kits and desires to perform Product testing services relating to the QAP on behalf of CLASP.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this agreement, CLASP and Test Lab (hereinafter collectively referred to as the “Parties”) agree as follows:

Article 1 - Purpose

This Memorandum of Agreement (MOA) sets out the terms by which the Parties will work together to develop and implement the QAP.

This MOA will remain in effect from [START DATE] to [DATE] TWO YEARS AFTER START DATE. The parties may agree in writing to extend this MOA for such period as they shall determine.

NAME/TITLE OF KEY CONTACT will be the key contact for Test Lab for this collaboration. Ari Reeves <areeves@clasp.ngo> will be the key contact at CLASP for this collaboration. He will be assisted by Kristen Radecsky <kristen.radecsky@humboldt.edu> at the Schatz Energy Research Center (SERC), which CLASP contracts with to support the operation of the QAP. These individuals are responsible for ensuring the conduct of the activities listed below.

Through this agreement, Test Lab agrees to collaborate with CLASP in the development and implementation of the QAP on the terms and conditions as set forth below:

The QAP requires manufacturers of off-grid solar products that wish to participate in the QAP to test their products to document a minimum level of performance and quality. Specifically, all supported products are required to meet the Lighting Global Quality Standards. These benchmarks are designed for wide applicability across the market and define a baseline level of quality for consumer protection.

The QAP requires that testing be performed according to the most recent version of International Electrotechnical Commission (IEC) Technical Specification 62257-9-5 and/or other methods specified by the QAP. The test methods in IEC 62257-9-5 include the comprehensive Quality Test Method (QTM), as well as the Initial Screening

Method (ISM), Associate Renewal (AR) and the Market Check Method (MCM), which are quick and economical alternatives to the QTM. The ISM can be applied in contexts where fast turn-around and low costs are important and the goal of testing is to distinguish between good- and poor-quality products. The MCM is designed for targeted retesting or checking of an aspect or set of aspects in product samples that are procured from the market. Associate Renewal (AR) testing is conducted according to these methods as well.

Under this collaboration, CLASP will inform off-grid solar product manufacturers that are interested in participating in the QAP that Lighting Global will accept IEC 62257-9-5 test results from Test Lab. Such a manufacturer may contract directly with Test Lab for IEC 62257-9-5 testing services. Under these circumstances, Test Lab will provide test results directly to CLASP (with the approval of the off-grid solar product manufacturers contracting with Test Lab for testing services).

The Parties do not anticipate that there will be any cash contributions made by either of them to the other and they do not anticipate that a budget for the collaboration is needed. Test Lab's contribution to the collaboration will consist of providing the testing services for which it will receive a fee from the off-grid solar product manufacturers for its services. CLASP's contribution will be only as needed and, if necessary, will be in-kind in the form of market support (for example, directing manufacturers seeking testing services towards Test Lab) and technical support (for example, assisting Test Lab staff with properly interpreting and implementing the test methods described in IEC 62257-9-5).

Article 2 - Roles and Responsibilities

The Parties will exchange information and data and facilitate the global dialogue concerning the importance of quality-verified

products to the growth of off-grid solar product markets. Potential areas of collaboration may include:

- Market surveillance, monitoring and evaluation, and other activities to ensure program scope, test methods, quality standards, and program policies keep pace with market changes.
- Reciprocal participation in workshops and events concerning the QAP at national, regional, and international levels.
- Reciprocal recognition of collaboration through communication mechanisms such as links on organizational websites.

The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MOA.

Specifically, Test Lab will have the following responsibilities:

- Test Lab shall, at a reasonable price, conduct testing according to IEC 62257-9-5 or other methods specified by the QAP for interested off-grid solar product manufacturers. Fees for such testing shall be paid to Test Lab directly by the interested manufacturer. The Parties acknowledge and agree that CLASP will not be legally or financially involved in the transactions between Test Lab and the manufacturer.
- In cases where Test Lab performs IEC 62257-9-5 testing for an off-grid manufacture that wishes to provide verification testing information to Lighting Global, Test Lab shall provide these test results directly to a representative of the QAP using a reporting template provided by representatives of the QAP.
- In the event that Test Lab becomes or is made aware that there is an actual or potential conflict of interest, financial or otherwise, between Test Lab (including any one or more of its employees) and any entity or individual that submits a product for testing in connection with the QAP, Test Lab agrees that, no later than ten (10) calendar days after becoming aware of the actual or potential conflict of interest, it will disclose all relevant information about the actual or potential conflict of interest to a representative of the QAP.
- Test Lab shall take all necessary steps to remain a member of the network of Lighting Global-approved test laboratories, as specified in the *Lighting Global Product Testing Policy*, which can be downloaded from <www.lightingglobal.org/news/type/quality-standards>. For certain types of tests, these requirements include maintaining ISO 17025 accreditation for IEC 62257-9-5 testing services through an appropriate International Laboratory Accreditation Cooperation (ILAC)-affiliated accreditation body. If there is a revised version of IEC 62257-9-5 when Test Lab renews its accreditation, Test Lab

shall renew its ISO 17025 accreditation using the revised version of IEC 62257-9-5.

- Test Lab shall, at its own expense, participate in periodic inter-laboratory comparison testing (also known as round-robin testing) to evaluate the reproducibility of measurements, as required by the QAP. This testing will involve no more than six (6) individual tests per year, and the cost of conducting such tests will be covered directly by Test Lab.

Specifically, CLASP will have the following responsibilities:

- Serve as the operator and manager of the QAP.
- Operate the program to ensure it remains an effective vehicle for enabling the market's continued growth while preserving the credibility that allows standards to be embraced by investors, governments, and consumers.
- Ensure that interested off-grid solar product manufacturers are informed that test results produced by Test Lab in accordance with Lighting Global test procedures will be recognized by the QAP.
- Ensure that Test Lab receives technical support related to IEC 62257-9-5 testing, as needed.

Jointly, CLASP and Test Lab will:

- Hold all confidential information in strictest confidence and abide by all the confidentiality provisions of this agreement, specifically those under Article 6.
- Advocate for use of the QA framework among manufacturers, governments, and other stakeholders of the QAP.
- Educate manufacturers about the importance of quality to broaden and strengthen support for harmonized standards and the QAP.

The above list is not exhaustive and should not be taken to exclude or replace other forms of collaboration between the Parties on other issues of common interest.

Article 3 - Organization of the Collaboration

- 1) The Parties shall hold meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative activities related to furthering the objectives of this MOA.
- 2) Each Party shares knowledge and information in its area of operations and expertise relevant to the MOA with the other Party.

Article 4 - Intellectual Property Rights

- 1) Intellectual property and copyright of all jointly developed documents produced within the framework of this MOA shall be understood to belong to the QAP, unless otherwise specified in any agreement.

Article 5 - Use of Name and Logos

- 1) Neither Party shall use the name, logo, or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization be granted to use the CLASP name or logo for commercial purposes.
- 2) The Parties agree to recognize and acknowledge this partnership, as appropriate. Specifically, Test Lab may indicate on its website and in other materials that it is a member of the network of Lighting Global-approved test laboratories, and CLASP may include Test Lab in listings of such laboratories. The Parties shall consult with each other concerning the manner and form of any additional such recognition and acknowledgement.

Article 6 - Confidentiality and Confidential Information

- 1) Confidential Information means information relating to a party, its business or assets or that of any of its customers, affiliates, subcontractors or other persons that is not generally known to the public, whether of a technical, business or other nature, that is disclosed by the Disclosing Party to the Receiving Party which is in documentary or other tangible form, or disclosed orally.

Confidential Information shall not include any information that the Receiving Party can demonstrate:

- (i) is or becomes publicly available through publication, inspection of commercially available product or otherwise without breach of this Agreement;
- (ii) was known to the Receiving Party at the time of its receipt from the Disclosing Party, which knowledge can be demonstrated in writing by the Receiving Party;
- (iii) is rightfully acquired by the Receiving Party from a third party without any obligation of confidentiality;
- (iv) can be demonstrated in writing to have been independently developed by the Receiving Party prior to the Effective Date without the use or benefit of the Disclosing Party's Confidential Information; or
- (v) is approved in writing by the Disclosing Party for release by the Receiving Party

- 2) In the course of fulfilling their obligations under the MOA, the Parties may exchange information generated by themselves or by others. If such information received is designated as confidential, the receiving Party will keep such information confidential.
- 3) Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party may disclose Confidential Information to the other Party's employees, Test Labs, sub-Test Labs, consultants, authorized representatives and agents ("Staff") under this Agreement.

Article 7 - Responsibility

- 1) Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions and those of its respective personnel, in relation to this MOA.
- 2) Each Party shall indemnify, hold harmless, and defend, at its own expense, the other Party's officials, personnel, and representatives, from and against all suits, claims, demands, and liability of any nature or kind which may arise in relation to this MOA due to any actions or omissions attributable to the other Party.
- 3) Nothing contained in this MOA shall grant to either Party the right to make commitments of any kind for or on behalf of any other Party without the prior written consent of that Party.
- 4) This MOA is neither a fiscal planning nor funding obligation commitment. Nothing in this MOA authorizes nor is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
- 5) Each Party shall endeavor to respond to requests of the other Party in a timely manner.
- 6) The Parties shall keep each other informed on all relevant activities falling under the scope of this collaboration and shall hold regular consultations in order to evaluate the progress in implementation of this MOA, and to revise it and/or develop new plans for current and prospective activities, as deemed appropriate.
- 7) This MOA does not in any way commit either party to financial obligations.

Article 8 - Dispute Settlement

- 1) This Agreement is governed by and shall be construed in accordance with the laws of New York.
- 2) The Parties commit to endeavor in good faith to resolve any differences and disputes arising under, or in connection with, this Agreement by amicable settlement.
- 3) Absent amicable settlement, all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by one or more arbitrators appointed in accordance with the Rules. The place of arbitration shall be New York, and the language of the arbitration shall be English.
- 4) Test Lab acknowledges and agrees that no provision of this Agreement or of the Rules, nor the submission to arbitration by CLASP, in any way constitutes or implies a waiver, renunciation, termination, or modification by CLASP of any of CLASP's privileges, immunities or exemptions granted in CLASP's Articles of Agreement, or under international convention or any applicable law. Test Lab irrevocably waives any immunity it may have or become entitled to from any judicial proceedings, in any jurisdiction whatsoever, brought for the purpose of enforcing this agreement to arbitrate or any award issued pursuant thereto, or of securing the issuance of any provisional or interim remedy, including but not limited to injunction, attachment or sequestration, or of effecting execution of any such award, and further waives any immunity it might otherwise have or enjoy from any order or judgment imposing any such remedy or effecting such execution.

Article 9 - Notification and Amendments

- 1) Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOA.
- 2) The Parties may amend this MOA by mutual written agreement, which shall be appended to this MOA and become an integral part of it.
- 3) Any notice required by this MOA shall be deemed properly given if sent by certified registered mail, postage prepaid, as follows:

If to Test Lab

[FILL IN ADDRESS]

If to CLASP

1401 K Street NW
Suite 1100
Washington, DC 20005

OR by e-mail, to:

Ari Reeves,
areeves@clasp.ngo;

Fred Sherman,
fsherman@clasp.ngo;

Christine Egan,
cegan@clasp.ngo

Article 10 - Indemnification and Insurance, Anti-Corruption, Compliance with Law.

- (a) **Indemnification and Insurance.** The Test Lab will indemnify and hold harmless CLASP, its officers, directors, employees, sublicensees, customers, and agents from any and all claims, losses, liabilities, damages, expenses and costs (including reasonable attorneys' fees and court costs) which are incurred by reason of (a) any failure by the Test Lab to perform any covenant or agreement of Test Lab set forth herein; (b) injury to or death of any person or any damage to or loss of property which is due to the negligence and/or willful acts of the Test Lab or any person acting on its behalf; (c) any breach by the Test Lab of any representation, warranty, covenant or agreement under this Agreement; and (d) any violation of the United States Foreign Corrupt Practices Act or other Anti-Corruption Laws of the United States by the Test Lab (or any person acting on the Test Lab's behalf), including any cost of investigation incurred by CLASP. CLASP shall have the right to offset against any fees or commissions due to CLASP under this Agreement the amount of any indemnity to which CLASP is entitled under this Paragraph for any damage, cost, liability, expense, fee or other disbursement, incurred by CLASP pursuant to this Paragraph., provided that CLASP gives the Test Lab written notice of any such Claim and Test Lab has the right to participate in the defense of any such Claim at his expense. From the date of written notice from CLASP to the Test Lab of any such Claim, CLASP shall have the right to cancel the MOA immediately The Test Lab, at his sole cost and expense, shall maintain appropriate insurance,

including commercial general liability insurance, professional liability insurance and internet liability insurance covering the Test Lab, in accordance with local laws.

- (b) **Anti-Corruption Law Compliance.** The Test Lab shall comply with all applicable laws and regulations of the United States or any other jurisdiction in which the Test Lab provides services hereunder, and shall hold CLASP harmless from the Test Lab's failure to do so. Test Lab warrants and represents that this Agreement and its performance, including the payment of any fees hereunder, does not violate any law, regulation, decree or policy of, or applicable to, any jurisdiction in which the Test Lab provides services hereunder. The Test Lab agrees that CLASP shall not have to perform any obligations set forth herein if such performance violates any law, regulation, decree, or policy of, or applicable to any other jurisdiction in which the Test Lab provides services hereunder. The Test Lab represents that the Test Lab has all necessary permits, licenses, approval, and other required documents that may be required by law to provide the services under this Agreement. The Test Lab shall comply with all applicable national, federal, provincial, state and local laws, regulations or ordinances with respect to the performance of any services hereunder. In particular, the Test Lab agrees to comply (and to cause all persons acting on Test Lab's behalf to comply) with the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD Convention") and all other applicable anti-bribery laws, including the civil, criminal and administrative laws and regulations of any jurisdiction (collectively and as amended, the "Anti-Corruption Laws"), and will use only lawful means when gathering information and performing activities in connection with the services. The Test Lab's submission of any Test Report to CLASP shall constitute a representation to CLASP that all services to which that Test Report relates were performed in accordance with applicable laws and regulations. The Test Lab shall immediately notify CLASP of any request that the Test Lab or any other person acting on the Test Lab's behalf receives to take any action that may constitute a violation of the FCPA, the U.K. Bribery Act, OECD Convention or any of the Anti-Corruption Laws.

Article 11 - Termination

- 1) Each of the Parties shall have the right to terminate this Agreement, without cause, by giving the other written notice at least thirty (30) calendar days prior to the effective date of termination. It is understood that any such termination shall have no effect on any other Agreements then in force between the Parties and that the performance of such other Agreements shall be subject to their own terms and conditions.
- 2) Any termination of the MOA shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOA or legal instrument executed pursuant to this MOA.
- 3) If the Test Lab is in breach of any of its obligations under this MOA, CLASP may, in any case, demand that the Test Lab immediately take the necessary steps to fulfil its obligations. If the breach is not rectified within a reasonable time limit specified by CLASP, CLASP may cancel the Agreement immediately.
- 4) The obligations under Articles 4-11 do not lapse upon expiration, termination of, or withdrawal from this MOA.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

CLASP
By Christine Egan, Chief Executive Officer

Test Lab
By REPRESENTATIVE NAME