

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ADVANCED RESEARCH PROJECTS AGENCY-ENERGY  
AND  
CITY OF SAN ANTONIO AVIATION DEPARTMENT  
AND  
CPS ENERGY  
AND  
THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

The Advanced Research Projects Agency – Energy, an agency within the United States Department of Energy, the City of San Antonio, acting by and through its Aviation Department and the City Public Service Board (CPS Energy), and The University of Texas at San Antonio (UTSA), hereinafter referred to collectively as Participants, agree as follows:

**WHEREAS** the goals of ARPA-E are to 1) enhance the economic and energy security of the United States through the development of energy technologies that reduce imports of energy from foreign sources; reduce energy-related emissions, including greenhouse gases; improve the energy efficiency of all economic sectors; provide transformative solutions to improve the management, clean-up, and disposal of radioactive waste and spent nuclear fuel; and improve the resilience, reliability, and security of infrastructure to produce, deliver, and store energy; and 2) ensure that the United States maintains a technological lead in developing and deploying advanced energy technologies;

**WHEREAS** ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA's missions are closely aligned in that each organization is pursuing research related to energy technologies that will reduce the cost of energy, enhance the reliability of power delivery, and mitigate environmental impacts of the production, delivery, and use of energy for the benefit of the public, thereby enhancing U.S. economic and energy security;

**WHEREAS** The City of San Antonio's Aviation Department, CPS Energy and UTSA administer a wide range of programs to advance energy-related research and accelerate technology innovation and deployment that promotes the development of a technology hub located at the City of San Antonio's Aviation Department;

**WHEREAS** ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA develop and promote technologies that include but are not limited to Sustainable (Electric) Aviation, Sodium Battery Technology, Innovative Battery Storage Solutions, enhanced electric vehicle charging, and power demand management technologies.

Therefore, pursuant to mutual and complementary goals and aims, the Participants enter this Memorandum of Understanding (MOU) as of the last date of its signature (Effective Date).

## **SECTION I**

### **Objective**

The purpose of this MOU is:

- (1) To enable collaboration between ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA to identify research, development, demonstration, and deployment opportunities that will serve to promote sustainable aviation technologies that can be demonstrated to the public and promote research and educational opportunities.
- (2) To establish an umbrella framework that may lead to the negotiation of separate, project- and program-specific agreements between ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA and their respective stakeholders for the deployment and testing of ARPA-E-funded technologies at the sites and facilities of UTSA, CPS and the City of San Antonio Aviation Department and their respective stakeholders.
- (3) To enable consultation and coordination between ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA to: (a) improve current funding processes; and (b) facilitate complementarity in state and federal funding efforts, provide appropriate cost-share opportunities to potential awardees, and maximize the public/ratepayer benefits associated with innovative energy technologies.

## **SECTION II**



### **Areas of Cooperation**

The Participants intend to cooperate on the following priority areas and common objectives:

- (1) Share publicly available knowledge and non-confidential, publicly releasable results of ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA funded technologies between agencies and with the greater public and local community.
- (2) Discuss energy research funding opportunities and explore ways to coordinate to advance new energy technologies.
- (3) Promote the development and deployment of ARPA-E projects at sites or facilities associated with the City of San Antonio Aviation Department, CPS Energy, and UTSA stakeholders.
- (4) Promote research and educational opportunities for UTSA students and develop a technology hub based in the City of San Antonio Aviation Department.

### **SECTION III Coordination**

ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA will designate a point of contact at each agency that will serve as the primary liaisons and facilitators of ongoing coordination efforts. These designated liaisons will work with appropriate staff and policymakers to identify projects with similar objectives, communicate opportunities for cross-participation, designate representatives to share relevant and public project information, and organize as-needed meetings to further enhance the collaboration between the Participants.

### **SECTION IV Specific Activities**

Specific activities to achieve the objectives of this MOU for the key sectors and initiatives identified in Section II may include:

- (1) Enhanced collaboration through meetings, workshops, exchanges of publicly available data and reports, and webcasts complementary to the Participants' interests;
- (2) Participation in relevant project and program development, industry workshops, and annual meetings;
- (3) Publicizing the publishable, non-confidential results of ARPA-E-funded technologies that are deployed and tested at the sites and facilities of UTSA, CPS Energy and the City of San Antonio Aviation Department or their respective stakeholders through publications, conference participation, and other means;
- (4) Hosting or arranging periodic meetings of ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA personnel, and on some occasions, ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA awardees and third parties that may be interested in the technologies funded by ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA and tested and deployed at sites and facilities in San Antonio, Texas. These meetings will provide an opportunity for ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA personnel to individually review progress and information relating to the deployment and testing of ARPA-E-funded technologies at the sites and facilities of the City of San Antonio Aviation Department, CPS Energy, UTSA and their respective stakeholders and to relevant ARPA-E work.

## **SECTION V**

### **No Legal Obligations, Rights, or Remedies**

This MOU is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this MOU are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its pledges considering the Participant's individual circumstances, laws, and policies.

This MOU is non-exclusive in nature, and it does not place any restrictions upon the ability of ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA to enter into MOUs with other entities.



## **SECTION VI**

### **Availability of Personnel and Resources**

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by any Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the Participant who incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel, and other resources of each Participant.

The personnel designated by a Participant for the execution of this MOU will work under the orders and responsibility of that Participant (employer).

This MOU does not constitute a financial assistance agreement and does not provide any basis for a determination of noncompetitive financial assistance.

Participants will not use other Participants' names, logos, trademarks, service marks, trade names, or refer to participation of an employee of the other Participant by name or title, in any public release of information without the other Participant's express written consent, except as required by applicable law.

The Participants agree and understand that the activities to be conducted by ARPA-E, the City of San Antonio Aviation Department, CPS Energy and UTSA are not intended to provide services to the Federal Government. ARPA-E will not request any services under this MOU, and UTSA, CPS Energy and the City of San Antonio Aviation Department will not seek compensation from ARPA-E in connection with its participation hereunder. This MOU does not preclude UTSA, CPS Energy and the City of San Antonio Aviation Department from entering into agreements for appropriate compensation with agencies of the Federal Government.

In no event shall any Participant be liable to another Participant or its representatives for any special, indirect, punitive, exemplary, or consequential damages of any type, including lost profits, loss of business opportunity, or business interruptions, whether arising in contract, tort (including negligence, whether sole, joint or concurrent or strict liability) or otherwise, arising out of this MOU.

## **SECTION VII**

### **Compliance with Applicable Laws**

This MOU shall be construed consistent with all applicable laws, and activities undertaken in connection with this MOU shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.

## **SECTION VIII**

### **Interpretation and Application**

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

## **SECTION IX**

### **Final Provisions**

This MOU is effective from the last date of its signature until December 31, 2028, unless terminated or extended by the Participants in the same manner that the Participants may otherwise modify this MOU.

This MOU may be modified at any time by consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may, at any time, withdraw from this MOU by providing a written notice to the other Participants. A Participant who intends to withdraw from this MOU shall endeavor to provide 60 days advance notice of such withdrawal to the other Participants.

ARPA-E enters into this MOU pursuant to Section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended, codified at 42 U.S.C. § 7256).

The Participants have caused this MOU to be executed by their duly authorized

representatives.

[Signature Page Follows]

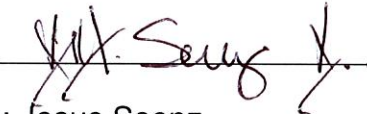
**IN WITNESS WHEREOF**, the Participants have hereto subscribed their names as of the Effective Date.

**ADVANCED RESEARCH PROJECTS AGENCY- ENERGY**

By: 

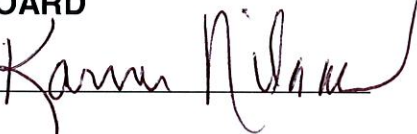
Name: Dr. Evelyn Wang  
Title: Director, ARPA-E

**SAN ANTONIO AIRPORT SYSTEMS**

By: 

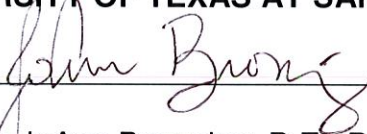
Name: Jesus Saenz  
Title: Director of Aviation

**CITY OF SAN ANTONIO, ACTING BY AND THROUGH THE CITY PUBLIC SERVICE BOARD**

By: 

Name: Karma Nilsson  
Title: CPS Vice President of Customer Value

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

By: 

Name: JoAnn Browning, P.E., Ph.D.  
Title: Interim Vice President for Research, Economic Development, and Knowledge Enterprise