Memorandum of Understanding

This Memorandum of Understanding (MOU) is effective _____ and is made, by and between Rocky Mountain Institute (RMI), a Colorado nonprofit 501(c)(3) corporation and **the City Government of Austin, TX,** a city government, (collectively, the "Parties").

I. Background

Today's mobility system is built around personal vehicles available for any combination of potential needs—just in case. These privately-owned, individually-driven, gas-powered vehicles sit unused 95% of the time, cost their owners over $1 trillion annually, and account for 15% of all emissions in the U.S. The fully-burdened cost is approximately $3 trillion per year, when road construction and maintenance, public land lost to parking, pollution, and other factors are included. As city populations increase, so does pressure on infrastructure, pollution, and traffic congestion.

Emerging technologies and societal trends are creating an opportunity for a new mobility future in which self-driving, electrified vehicles operate within transit-friendly, walkable, and bikeable cities. In contrast to the current, just-in-case transportation system, mobility becomes a service, available when and where it is needed—just in time—allowing fewer vehicles to do the same job at lower cost.

The cost of mobility could be 80% less than today, unlocking $1 trillion in value for consumers, businesses, and municipalities. Access to transportation will improve across all levels of society, congestion will decrease, and 1 gigaton of emissions per year can be prevented nationally.

While technological and societal progress are laying the groundwork to make this vision possible, pioneering cities are required to drive this transformation. After a detailed and exhaustive search, RMI selected the City of Austin to be the Lead Implementation City (LIC) for our mobility transformation project. Additionally, RMI selected the City of Denver as the lead Global Engagement Platform (GEP) partner to prove out RMI's collaborative solutions development and scaling model. RMI and the cities of Austin and Denver will collaborate on a program to develop and implement Mobility Transformation and create mechanisms to scale the enabling solutions to other GEP partner cities.

II. Purpose

RMI has a goal to raise sufficient funds through its philanthropic and other sources to cover its costs associated with this MOU. The City commits to providing in-kind resources directly and to engage with the broader stakeholder group to solicit in-kind resources from the community. The City and Community combined will match RMI's resources dedicated to the City resulting in an overall 50/50 cost share. These resources may include, but are not limited to, office space for RMI staff as needed, telecommunications, meeting space, convening space and time spent by public sector employees to support The Program. The City cost-share contributions do not include activities that support The Program but would have occurred in any case.

VI. Term/Termination

The term of this MOU shall commence on September 14th, 2015 and shall continue until such time that the Parties mutually agree that the goals of The Program have been fulfilled or the MOU has been terminated . Subsequent Co-Development Agreements, addenda to this MOU, will serve to document specific details of The Program.

Either Party may, with 60 days advanced written notice, choose to terminate this MOU.

VII. Press/Media

Any public announcements through press releases, media advisories, media alerts or other similar, press-related means regarding this Agreement or the joint work of the Parties hereunder shall require the prior written approval of the Parties hereto prior to such announcements. Generally the Parties acknowledge and agree that their mutual goal is to credit each other for participation and leadership in The Program.

VIII. Modification

This MOU may be modified only in writing by mutual agreement of the Parties.

IX. Relationship

It is acknowledged that nothing in this agreement or in any other documents drafted by the Parties shall be construed to make the Parties agents or representatives of each other. Furthermore, the Parties are not joint venture partners and this agreement is a contract for a collaborative project only. All rights and liabilities hereunder are and shall be several and not joint or collective.

X. Assignment

This MOU may not be assigned by either Party.

This MOU will become effective upon approval by the Austin City Council.

The City of Austin

By: _____
Name: Marc Ott
Title: City Manager
Date: September 14th, 2015

Rocky Mountain Institute

By: _____
Name: Jerald Weiland
Title: Managing Director
Date: September 14th, 2015