

LETTER OF UNDERSTANDING

Low-Carbon Concrete Task Force

This Letter of Understanding (“LOU”) is entered into by and between **Team Pennsylvania Foundation** (“Team Pennsylvania”), a Pennsylvania nonprofit corporation, and **[Participating Organization]** (“Participant”), each a “Party” and collectively the “Parties.”

WHEREAS

- The Parties possess relevant expertise, capabilities, and influence across construction materials, infrastructure delivery, procurement, finance, and/or policy related to low-carbon concrete;
- The Parties share an interest in accelerating the adoption of low-carbon concrete in Pennsylvania through coordinated, market-informed strategies;
- The Parties desire to collaborate through the Low-Carbon Concrete Task Force (the “Task Force”) to support alignment, program design, and implementation readiness;
- This LOU is intended to reflect the mutual understanding of the Parties and, except for the Binding Sections identified below, does not create legally binding obligations;

NOW, THEREFORE, the Parties set forth the following.

1. Scope and Purpose of Collaboration (Nonbinding)

a. Purpose

The purpose of the Task Force is to support the development and refinement of coordinated strategies to scale low-carbon concrete adoption in Pennsylvania by aligning public agencies, market participants, and capital providers.

b. Objectives

The Task Force will provide input and guidance aligned with the objectives set forth in the Addendum to this LOU, which reflects priorities for the 2026–2027 period of performance and may be refined based on participant input, evolving conditions, and funding.

c. Organizational Framework

- **Team Pennsylvania** will serve as the convener and strategic coordinator of the Task Force, responsible for facilitation, agenda development, synthesis of input, and coordination across participants, including incorporation of participant perspectives into synthesized outputs.
- **EFI Foundation** will provide analytical support, develop additional briefings/resources as needed, and support strategic stakeholder engagement to advance the goals of the low carbon concrete initiative.
- **Participants** will contribute subject matter expertise, institutional perspectives, and practical insight consistent with their roles and capabilities.
- The composition and focus of the Task Force may evolve over time to reflect progress, emerging needs, and agreed priorities.

d. Nature of Participation

Participation in the Task Force is voluntary and does not obligate parties to provide financial support. Achieving the outcomes outlined for the Low-Carbon Concrete Initiative will require dedicated resources. In the absence of sufficient funding, the initiative may be unable to fully deliver on its intended outcomes. As a result, participating organizations may be asked to identify, contribute, or help mobilize financial, technical, or in-kind resources to support implementation.

2. Term and Termination (Binding)

a. Term

This LOU shall become effective as of the date of last signature ("Effective Date") and shall remain in effect for **three years**, unless extended by mutual written agreement.

b. Termination

Any Party may terminate participation upon at least **two weeks' prior written notice** to the other Parties.

3. Miscellaneous (Binding)

a. Independent Contractors

The Parties are independent contractors. Nothing in this LOU creates an employment relationship, partnership, joint venture, or agency relationship.

b. No Fiduciary Duties

The Parties disclaim any fiduciary duties arising from participation in the Task Force or related information sharing and waive related claims.

c. Costs

Each Party is responsible for its own costs associated with participation and execution of this LOU. No Party is obligated to contribute funding or in-kind resources absent a separate written agreement.

d. Assignment

No Party may assign this LOU without the prior written consent of the other Parties.

e. Public Communications

Use of another Party's name or logo in public communications related to the Task Force requires prior written consent. External communications regarding the Task Force will be coordinated by Team Pennsylvania to ensure accuracy and consistency.

f. Governing Law

This LOU shall be governed by the laws of the Commonwealth of Pennsylvania.

g. No Third-Party Beneficiaries

This LOU does not confer rights or remedies on any third party.

h. Entire Understanding

This LOU constitutes the entire understanding of the Parties regarding the subject matter described herein.

i. Counterparts

This LOU may be executed in counterparts, including electronic counterparts.

j. Binding Sections

Only Sections 2 and 3 are intended to be binding. All other provisions are nonbinding and intended to guide collaboration.

ADDENDUM

Low-Carbon Concrete Task Force Objectives 2026–2027 Period of Performance

1. **Market Alignment and Readiness**

Align state agencies, producers, contractors, and buyers to build confidence among contractors and producers and strengthen market readiness for low-carbon concrete deployment.

2. **Commercial-Scale Program Delivery**

Support the design and delivery of a commercial-scale low-carbon concrete program informed by and aligned with future procurement decisions by PennDOT and the Department of General Services to provide demand certainty and reduce risk for capital deployment.

3. **Procurement Modernization**

Advance modernization of state procurement systems to provide predictable, multi-year demand signals, reduce uncertainty for producers and investors, and enable transparent, performance-based adoption of low-carbon concrete.

4. **Permitting, Standards, and Approvals**

Identify and advance opportunities to streamline permitting, standards, and approval processes to reduce approval risk, prevent delays that jeopardize funding, and accelerate material deployment.

5. **Capital Coordination and Mobilization**

Support coordination and alignment of philanthropic, private, and public capital to enable program deployment and position the market for future scale.