



MEMORANDUM OF UNDERSTANDING AND LICENSE
BETWEEN THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
AND
[>>INSERT YOUR COMPANY<<]
Revised May 2019

1. GENERAL TERMS.

- A. The NEMA Premium ® License Program is separate and distinct from the US Department of Energy, Natural Resources of Canada and other regulatory programs. Participation in the NEMA Premium License Program does not exempt participants from any Federal or local codes and other registration requirements.
- B. This Revised Memorandum of Understanding and License is voluntarily entered into between [Company Name (hereinafter “Manufacturer”)] and the National Electrical Manufacturers Association, a Delaware corporation (hereinafter “NEMA”) whereby the Manufacturer has agreed to join the NEMA Premium License Program. The terms of this Memorandum of Understanding and License shall apply to Qualifying Products meeting the Specifications described in Appendix B, Appendix C and/or Appendix D which are sold or distributed by the Manufacturer.
- C. This Revised Memorandum of Understanding and License supersedes all prior Memorandum(s) of Understanding and License(s) between the Manufacturer and NEMA in connection with the NEMA Premium License Program, which are terminated. The purposes of this Revised Memorandum of Understanding and License is to (a) establish a verification program to promote marketplace confidence in the realization of energy savings provided by Qualifying Products, (b) require the submission of certification forms and test data to NEMA that required testing has been completed, and (c) update the royalty structure to assure continuing maintenance of the NEMA Premium Program.
- D. The Manufacturer and NEMA agree that the purpose of the NEMA Premium License Program is to promote the manufacture and use of products covered under the scopes of Appendix B, Appendix C and Appendix D and thereby aid in the selection of products that are safe, reliable and efficient. A further purpose of the NEMA Premium License Program is to enhance public and motor user confidence in the cost savings provided by using NEMA Premium products.
- E. The Manufacturer and NEMA agree that the sale of NEMA Premium Electric Motors may improve the demand for electric motors.

- F. The Manufacturer and NEMA agree that publicizing the NEMA Premium License Program helps educate the public about energy conservation and market claims and demonstrates industry's commitment with providing safe, reliable and verified energy efficient products.
- G. The Manufacturer and NEMA agree that membership in the NEMA Premium License Program is important to achieving these shared goals.
- H. The Manufacturer and NEMA agree that where disputes arise, termination for non-compliance with the terms of the NEMA Premium License Program would only occur after execution of the steps outlined in Section 6 (Conflict Resolution) below.
- I. As consideration for its participation in the NEMA Premium License Program and the payment of license fees set forth in Appendix A, NEMA grants to the Manufacturer a nonexclusive, nontransferable, nonassignable, revocable license to use the NEMA Premium Mark in the Manufacturer's promotional literature, advertisements, packaging and product information and specification documents only in connection with those electric motor products which meet the specifications in Appendix B, Appendix C and Appendix D. Nothing in this Memorandum of Understanding and License shall be construed to grant any right or any interest to the Manufacturer to use any other mark owned by NEMA.
- J. The Manufacturer agrees that, if the Manufacturer is a member of NEMA at the time of the grant of this license, and should the Manufacturer cease to become a member of NEMA at any time thereafter, the Manufacturer shall become obligated to pay the continuing license fees of non-members established in Appendix A. If a Manufacturer is a non-member of NEMA at the time of the grant this license and subsequently becomes a member of NEMA at any time thereafter, the Manufacturer shall be obligated to pay the continuing license fees of members established in Appendix A.
- K. The Manufacturer agrees that this license is granted on the express condition that the Manufacturer will comply with the NEMA Premium License Program guidelines as outlined in Appendices B, C and D, as applicable, the NEMA Premium Mark guidelines in Appendix F and the Verification Program described in Appendix H. The Manufacturer agrees that failure to follow these guidelines will result in termination of the license granted under this paragraph and the loss of use of the NEMA Premium trademark.
- L. The Manufacturer agrees that NEMA owns all right, title and interest in and to the NEMA Premium Mark, and agrees to execute any further documents deemed necessary, in the sole discretion of NEMA, to effectuate that ownership.
- M. The Manufacturer agrees that it has no right, title and/or interest in or to the NEMA Premium Mark, other than expressly provided in this Memorandum of Understanding and License.

- N. The Manufacturer agrees that it shall use the NEMA Premium Mark only in the manner set forth in Appendix F and that it shall not use the NEMA Premium Mark in any other manner or for any other purpose, and that it shall not modify or alter the NEMA Premium Mark in any way, absent NEMA's prior, written authorization.
- O. Upon written notice of NEMA, the Manufacturer shall use the appropriate term of notice (registration symbol - ®) on all materials or NEMA Premium Electric Motors distributed by the Manufacturer in conjunction with the NEMA Premium Mark as specified by NEMA and in accordance with United States federal law.
- P. Manufacturer and NEMA agree that this Memorandum of Understanding and License shall be construed under the laws of the Commonwealth of Virginia (without regard to its principles of conflicts of laws).

2. Definitions

- A. Qualifying Products. Has the same meaning as that term is given in Appendix B, Appendix C and Appendix D.
- B. NEMA Premium Efficiency Specifications. The energy efficiency levels at which electric motors can qualify for the NEMA Premium designation are found in Appendix B, Tables A, B, C and D. These levels are subject to future review and NEMA expressly reserves the right to maintain or change these levels at any time, consistent with NEMA's Standardization Policies and Procedures, to maintain the viability and credibility of the NEMA Premium Program and its goals. If the efficiency levels are changed at any time by NEMA, the Manufacturer will have 180 days to revise his product to conform with the revised specifications of the NEMA Premium Program. If the Manufacturer is not able to conform within 180 days of the change, the Manufacturer and NEMA shall mutually agree to a reasonable number of days, not to exceed sixty (60) days, to revise the product to conform to the revised specifications.
- C. Manufacturer. The Manufacturer is the named licensee under this Revised Memorandum of Understanding and License, who must manufacture, produce, or assemble a Qualifying Product.
- D. Accredited Laboratory. Has the same meaning as that term is given in the regulations of the U.S. Department of Energy published at 10 C.F.R. §431.12.
- E. Third-party test organization. Is a third-party motor testing organization that is either an Accredited Laboratory or has been recognized by the U.S. Department of Energy to manage and conduct a nationally recognized motor efficiency certification program.

- F. NEMA Premium License Program. Is the totality of the obligations created by this Memorandum of Understanding and License (and all appendices) including promotion, testing, marking, and verification of Qualifying Products meeting the NEMA Premium Efficiency Specifications.
- G. NEMA Premium Efficient Electric Motors. Qualifying Products meeting the NEMA Premium Efficiency Specifications under Appendix A, B and C and are additionally subject to the Verification Program under Appendix H.
- H. NEMA Premium Mark. Is the registered certification mark shown in Appendix F.
- I. Verification Program. Is the program described in Appendix H. The Verification program is only applicable when the manufacturer has qualified products covered by Appendix B and/or Appendix C which are not additionally covered under Appendix D.
- J. Challenge Program. Is the program described in Appendix I, whereby a Manufacturer's conformity with the NEMA Premium Efficiency Specifications may be challenged by another manufacturer.
- K. Program manager. Appointed by NEMA to:
 - 1) review scope requests (both initial and updated) for NEMA Premium Licensees,
 - 2) ensure NEMA Premium Licensees are notified of program updates and changes to the program,
 - 3) ensure proper use of the NEMA Premium trademark,
 - 4) ensure NEMA Premium Licensees are notified of annual verification testing, and
 - 5) ensure annual verification data submitted by NEMA Premium Licensees meets NEMA Premium levels.

3. Term of Memorandum of Understanding and License.

- A. This Revised Memorandum of Understanding and License becomes effective when signed by both the Manufacturer and NEMA.
- B. This Memorandum of Understanding and License shall terminate if
 - 1) NEMA institutes new NEMA Premium Efficiency Specifications (as described above) which are not accepted by the Manufacturer, and the Manufacturer notifies NEMA in writing within thirty (30) days of the receipt of such new specifications;
 - 2) NEMA discontinues the NEMA Premium Program; or

- 3) NEMA or the Manufacturer terminates this Memorandum of Understanding and License by written notice to the other.
- C. As described in Section 1, Paragraph J, should either the Manufacturer or NEMA terminate this Memorandum of Understanding and License, the license shall terminate and the Manufacturer shall no longer use the NEMA Premium Mark, or make reference to the NEMA Premium Program.
- D. Both parties agree that NEMA or the Manufacturer can terminate this Memorandum of Understanding and License at any time, and for any reason, with no penalty to either party. However, both parties agree that termination for non-compliance would only occur in accordance with the procedures of Section 6 below.

4. THE MANUFACTURER'S RESPONSIBILITIES

- A. The Manufacturer agrees to appoint a responsible representative of the company as liaison to NEMA for the NEMA Premium License Program and to notify NEMA within 30 days of any change in liaison responsibility.

Upon execution of this Memorandum of Understanding and License, the Manufacturer agrees to provide NEMA with a (updated) list of the Manufacturer's Qualifying Products that comply with the NEMA Premium Efficiency Specifications listed in Appendix B, Appendix C and/or Appendix D which are subject to the Verification Program ("NEMA Premium Motors"). The Manufacturer must complete Appendix E within one hundred twenty (120) days of submitting this signed Memorandum of Understanding and License. The Manufacturer agrees to identify NEMA Premium Electric Motors to potential and actual customers. The Manufacturer further agrees to notify NEMA of any changes to the scope products covered by the NEMA Premium License Program.

- B. For the products covered under Appendix B, Appendix C and Appendix D, the Manufacturer agrees to utilize the methodology and test procedures set forth in applicable appendix.
- C. Those motors which meet these requirements in the applicable appendices can be certified by the Manufacturer as "NEMA Premium Efficiency Electric Motors" under this Memorandum of Understanding and License. The Manufacturer acknowledges and agrees that NEMA reserves the right to have tests conducted on electric motors bearing the NEMA Premium Mark received from the Manufacturer or owned by purchasers of electric motors. Should NEMA choose to conduct tests, such tests will be conducted by a qualified, independent Third-party test organization acceptable to both NEMA and the Manufacturer. If the motor(s) tested fails to meet or exceed the NEMA Premium Efficiency level for the tested motor, the Manufacturer agrees to pay to NEMA the cost of the testing, including any cost of procuring and shipping the motor(s) to the Third-party test organization.

- D. For qualified products not covered under Appendix D, the Manufacturer agrees to submit annually to NEMA, no later than March 31st of each calendar year, a certificate from an Accredited Laboratory accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) of the United States National Institute of Standards and Testing (NIST - <http://ts.nist.gov/standards/accreditation/index.cfm>) in the form set forth in Appendix G of this Memorandum of Understanding and License, that the testing required by 10 C.F.R. Part 431 (“Test Procedures, Labeling and Certification Requirements for Electric Motors” or “test procedures for the measurement of energy efficiency” in subpart X – Small electric motors) was performed by the Accredited Laboratory for qualified products covered by Appendix B and/or Appendix C.
- E. The Manufacturer agrees to participate in and bear the expense of the annual Verification Program described in Appendix H, and further agrees to respond promptly to all requests of NEMA in the event of a challenge initiated under Appendix I and to bear the expense of testing under the Challenge Program as provided for in Appendix I.
- F. The Manufacturer agrees to apply the NEMA Premium Mark only to Qualifying Products that meet the NEMA Premium Program guidelines as specified in Appendix B, Appendix C, or Appendix D of this Memorandum of Understanding and License and are subject to the Verification Program.
- G. The Manufacturer agrees to promote the NEMA Premium Program to its electric motor purchasers.
- H. The Manufacturer agrees to consider working with NEMA’s efforts to publicize the NEMA Premium Program. This could include the Manufacturer’s assistance in preparation of case studies, advertisements and press releases and their distribution to the media, employees and potential participants.
- I. The Manufacturer understands and agrees that participation in the NEMA Premium License Program does not constitute NEMA’s endorsement of the Manufacturer or its products. The Manufacturer further acknowledges and agrees that it has not delegated or assigned to NEMA, nor has NEMA assumed any responsibility whatsoever for the manufacture, design, and information for use of electric motors whether those motors are part of the NEMA Premium License Program or not.
- J. Except as provided in this paragraph, the Manufacturer agrees to indemnify and hold harmless NEMA, its board of governors, officers and employees, their successors and assigns, of and from any and all claims, demands, lawsuits, judgments, contracts, debts, and expenses (including reasonable attorneys fees), of any kind or nature, whether at law or in equity, arising out of or in connection with the Manufacturer’s participation in the NEMA Premium License Program (including, but not limited to, the Manufacturer’s conduct constituting a breach of

this Memorandum of Understanding and License), the use or misuse of the NEMA Premium Mark, and/or the manufacture, design, testing, information for use, advertising, warranties and representations, and use of the Manufacturer's electric motors. No claim for indemnity under this paragraph shall be effective until the Manufacturer has received from NEMA written notice of the claim for which NEMA believes it is entitled to indemnification hereunder. If the Manufacturer is unwilling or unable to provide legal counsel for NEMA with respect to the indemnifiable claim, NEMA agrees to cooperate with the Manufacturer in the selection of counsel for NEMA. If the Manufacturer and NEMA are unable to agree on the selection of counsel for NEMA, NEMA shall have the right to select its own counsel. The Manufacturer shall promptly reimburse NEMA for all costs and expenses incurred in defending NEMA against any such claims, demands, causes of action or liability including, but not limited to, attorney's fees. This indemnification shall survive termination of this Memorandum of Understanding and License. The obligation to indemnify and hold harmless under this paragraph shall not apply to a breach of NEMA's obligations under this Memorandum of Understanding and License, nor shall it apply to any claim challenging the validity or enforceability of the NEMA Premium Mark.

5. NEMA'S RESPONSIBILITIES

- A. NEMA agrees to appoint a responsible representative as liaison with the Manufacturer for the NEMA Premium Program, and to notify the Manufacturer within thirty days of any change in liaison responsibility.
- B. NEMA agrees to work to educate and inform the public regarding the energy conservation benefits of NEMA Premium Efficient Electric Motors.
- C. NEMA agrees to provide the Manufacturer with recognition of its participation in the NEMA Premium License Program.
- D. NEMA agrees to promote NEMA Premium Efficient Electric Motors and to inform the public about the NEMA Premium Program and the NEMA Premium Mark by writing articles and/or cooperating with the news media by sharing information and issuing press releases, where appropriate.
- E. NEMA agrees to work with the Manufacturer independently and/or in conjunction with other Manufacturers to coordinate the placement of advertisements to promote participation in the NEMA Premium License Program, educate the public and/or electric motor purchasers about the NEMA Premium Program and NEMA Premium Mark.
- F. NEMA shall develop and distribute a listing of NEMA Premium Efficient Electric Motor manufacturers and the Manufacturers' NEMA Premium Efficient Electric Motors. The listing shall be posted on the NEMA website and disseminated by other means.

6. CONFLICT RESOLUTION

- A. Each party agrees to act in good faith in connection with the implementation, performance, and enforcement of this Memorandum of Understanding and License.
- B. Both parties agree to informally notify each other if problems arise and to work together to provide maximum public confidence in the program.
- C. Procedure for Resolving Disputes:
 - 1) If, following good faith efforts to resolve concerns and issues arising under this Memorandum of Understanding and License informally, NEMA determines that the Manufacturer is not meeting its commitments as a participant in the NEMA Premium License Program, NEMA agrees to notify the Manufacturer by letter, which letter shall specify corrective actions sought by NEMA and state that the Manufacturer is in danger of being terminated from the NEMA Premium License Program. The Manufacturer agrees to reply to NEMA in writing within twenty (20) business days after receiving NEMA's letter. At that time, the Manufacturer shall do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by NEMA, or (b) voluntarily terminate this Memorandum of Understanding and License. If the Manufacturer does not respond to NEMA's letter within twenty (20) business days, the Manufacturer and NEMA agree to treat the lack of a response as termination of this Memorandum of Understanding and License.
 - 2) If the Manufacturer believes that NEMA is not meeting its commitments under this Memorandum of Understanding and License, the Manufacturer agrees to formally notify NEMA by letter. NEMA agrees to respond in writing within twenty (20) business days of receiving the Manufacturer's letter. At that time, NEMA shall do one of the following: (a) undertake corrective actions sought by the Manufacturer, or (b) explain why such corrective actions shall not be taken.

A Manufacturer shall have the right to appeal any decision by NEMA, or to challenge any action taken by NEMA under Section 6 (c)(ii)(b) in the manner provided by Article VII, Section 10 of NEMA's Bylaws, provided that an appeal is made within twenty (20) business days following a decision adverse to the Manufacturer by NEMA or NEMA's failure to take the corrective actions sought by Manufacturer. An appeal shall be first heard by the Standards and Conformity Assessment Committee of the NEMA Board of Governors. The decision of NEMA's Board of Governors, following any appeal, shall be binding.

IN WITNESS WHEREOF, the Manufacturer and NEMA have executed this Memorandum of Understanding and License by their duly authorized representatives on the dates indicated below.

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

NEMA President and CEO

Dated: _____

MANUFACTURER >>Insert Company<<

[NAME]

Dated: _____

Title: _____

APPENDIX A

LICENSE FEE SCHEDULE AND PROGRAM DETAILS

1. PROGRAM COST

- A. NEMA member's annual membership dues include the all fees associated for participation under NEMA Premium Program for products covered under Appendix B, Appendix C and Appendix D.
- B. Non-NEMA members participating on a yearly basis shall be invoiced annually a flat, fee of \$12,500.00USD for when selling any labeled NEMA Premium products covered by Appendix B, C or D.

Alternatively, Non-NEMA members may elect to a three-year subscription and shall be invoiced a fee of \$10,000.00USD annually, representing a 20% discount off the yearly fee. Non-NEMA members who agree to a three-year subscription shall also receive access to the most current electronic edition of NEMA MG 1.

2. PROGRAM DETAILS

- A. NEMA recommends that the Manufacturer place the NEMA Premium Mark on all Qualifying Product models, which meet or exceed the NEMA Premium Specifications set forth in Appendix A, Appendix B and/or Appendix C (as applicable), their packaging, and product-related materials such as brochures, manuals, catalogs, advertisements, and Web sites. In addition, the Manufacturer is encouraged to disseminate educational materials to educate purchasers about energy efficiency and its benefits. The Manufacturer may determine the best manner to disseminate such educational material so that it complements the Manufacturer's promotional and marketing strategy.
- B. The NEMA Premium Mark is the registered verification mark of NEMA. As such, the name and NEMA Premium Mark may only be used in accordance with the guidelines in Appendix F and Memorandum of Understanding and License signed by Manufacturers and NEMA. NEMA oversees the proper use of the NEMA Premium Mark. This includes monitoring the use of the mark in the marketplace and directly contacting those organizations that are using them improperly or without authorization. Consequences to Manufacturers of misusing the NEMA Premium Mark may include termination of the Manufacturer's participation in the NEMA Premium Program.
- C. Effective Date: The date that Manufacturers may begin to qualify products as NEMA Premium Efficient Electric Motors is defined as the effective date of the specifications. The effective date was May 1, 2001.
- D. Specification Revisions: The NEMA Motor and Generator Section reserves the right to change the specifications should technological and/or market developments affect its usefulness to purchasers, customers, industry or the environment. Revisions are to be arrived at through industry discussions and consensus.

APPENDIX B

GENERAL PURPOSE, INTEGRAL HORSEPOWER MOTORS

Below is the description of product covered under Appendix B of the NEMA Premium Program. A product must meet all the identified criteria under this Appendix when tested in accordance with IEC 60034-2-1 Test Method 2-1-1B, IEEE Standard 112 Test Method B, or CSA C390 Test Method 1 if it is to be qualified as a NEMA Premium Efficient Electric Motor by the Manufacturer.

Qualifying Products: Qualifying Products under Appendix B are electric motors meeting the following criteria:

- I. Random wound squirrel cage induction motors, rated 600 V or less at 60 Hz, that are continuous duty, single-speed, polyphase, with open or enclosed designs, with the following additional characteristics:
 - a) NEMA Design A or B (or IEC Design N), with 2, 4, 6 or 8 poles, rated 1-500 hp, where the nominal and minimum efficiencies are in greater than or equal to Table 12-12 (FULL-LOAD EFFICIENCIES FOR 60 HZ PREMIUM EFFICIENCY ELECTRIC MOTORS RATED 600 VOLTS OR LESS (RANDOM WOUND)) or Table 20-B (FULL-LOAD EFFICIENCIES FOR 60 HZ PREMIUM EFFICIENCY ELECTRIC MOTORS RATED 600 VOLTS OR LESS (RANDOM WOUND)) from the latest edition of NEMA MG 1,
 - b) NEMA Design A or B (or IEC Design N), with 2, 4, 6 or 8 poles, rated 0.75-400 kW, where the nominal and minimum efficiencies are in greater than or equal to Table 12-16 (FULL-LOAD EFFICIENCIES FOR 60 HZ PREMIUM EFFICIENCY ELECTRIC MOTORS RATED 600 VOLTS OR LESS (RANDOM WOUND)) or Table 20-F (FULL-LOAD EFFICIENCIES FOR 60HZ PREMIUM EFFICIENCY RATED 600 VOLTS OR LESS (RANDOM WOUND)) from the latest edition of NEMA MG 1,
 - c) NEMA Design C (or IEC Design H), with 4, 6 or 8 poles, rated 1-200 hp, where the nominal and minimum efficiencies are in greater than or equal to Table 12-12 (FULL-LOAD EFFICIENCIES FOR 60 HZ PREMIUM EFFICIENCY ELECTRIC MOTORS RATED 600 VOLTS OR LESS (RANDOM WOUND)) or Table 20-B (FULL-LOAD EFFICIENCIES FOR 60 HZ PREMIUM EFFICIENCY ELECTRIC MOTORS RATED 600 VOLTS OR LESS (RANDOM WOUND)) from the latest edition of NEMA MG 1, or
 - d) NEMA Design C (or IEC Design H), with 4, 6 or 8 poles, rated 0.75-150 kW, where the nominal and minimum efficiencies are in greater than or equal to Table 12-16 (FULL-LOAD EFFICIENCIES FOR 60 HZ PREMIUM EFFICIENCY ELECTRIC MOTORS RATED 600 VOLTS OR LESS (RANDOM WOUND)),

And:

- II. Form wound squirrel cage induction motors, rated 5000 V or less at 60 Hz that are continuous duty, single-speed, polyphase, squirrel cage induction motors, with open or enclosed designs, rated 60 Hz, with the following additional characteristics:
 - a. NEMA Design A or B (or IEC Design N), with 2, 4, 6 or 8 poles, rated 250-2500 hp, where the nominal and minimum efficiencies are in greater than or equal to Table 12-13 (FULL-LOAD EFFICIENCIES FOR 60 HZ PREMIUM EFFICIENCY ELECTRIC MOTORS RATED 5000 VOLTS OR LESS (FORM WOUND)) or Table 20-B (FULL-LOAD EFFICIENCIES FOR 60 HZ PREMIUM EFFICIENCY ELECTRIC MOTORS RATED 600 VOLTS OR LESS (RANDOM WOUND) from the latest edition of NEMA MG 1, or
 - b. NEMA Design A or B (or IEC Design N), with 2, 4, 6 or 8 poles, rated 185-1850 kW, where the nominal and minimum efficiencies are in greater than or equal to Table 12-17 (FULL-LOAD EFFICIENCIES FOR 60 HZ PREMIUM EFFICIENCY ELECTRIC MOTORS RATED 600 VOLTS OR LESS (FORM WOUND) or Table 20-G (FULL-LOAD EFFICIENCIES FOR 60HZ PREMIUM EFFICIENCY RATED 5000 VOLTS OR LESS (FORM WOUND)) from the latest edition of NEMA MG 1.

APPENDIX C

SMALL ELECTRIC MOTORS

Below is the description of product covered under Appendix C of the NEMA Premium Program. A product must meet all the identified criteria under this Appendix when tested in accordance with IEC 60034-2-1, Test method 2-1-1A, IEEE Standard 112 Test Method B, or CSA C390 Test Method 1, IEEE Standard 114, or CSA C747, as applicable, if it is to be qualified as a NEMA Premium Efficient Electric Motor by the Manufacturer.

Qualifying Products: Qualifying Products under Appendix C are small electric motors meeting the following criteria:

- I. Random wound squirrel cage induction motors, rated 600 V or less at 60 Hz, that are continuous duty, single-speed, with open or enclosed designs, with the following additional characteristics:
 - a. Capacitor start, induction run with 2, 4, 6 or 8 poles, rated 1/4 to 3 hp, where the average efficiencies are in greater than or equal to Table 12-19 (Premium Efficiency Levels for Capacitor-Start/Induction-Run Single-Phase Small Motors) or 10 CFR, Part 431, Subpart X, 431.446 and where the corresponding minimum tested efficiency is above the value from Table 12-10 from the latest edition of NEMA MG 1, or
 - b. Capacitor start, capacitor run with 2, 4, 6 or 8 poles, rated 1/4 to 3 hp, where the average efficiencies are in greater than or equal to Table 12-20 (Premium Efficiency Levels for Capacitor-Start/capacitor run Single-Phase Small Motors) or 10 CFR, Part 431, Subpart X, 431.446 and where the corresponding minimum tested efficiency is above the value from Table 12-10 from the latest edition of NEMA MG 1, or
 - c. Three phase with 2, 4, 6 or 8 poles, rated 1/4 to 3 hp, where the average efficiencies are in greater than or equal to Table 12-21 (Premium Efficiency Levels for Capacitor-Start/capacitor run Single-Phase Small Motors) or 10 CFR, Part 431, Subpart X, 431.446 and where the corresponding minimum tested efficiency is above the value from Table 12-10 from the latest edition of NEMA MG 1.

APPENDIX D

MOTORS IN ACCORDANCE WITH IECEE GLOBAL MOTOR ENERGY EFFICIENCY (GMEE) PROGRAM

IECEE Global Motor Energy Efficiency (GMEE) program is a certificate program that covers more than 50 Member Bodies (countries). The GMEE program provides a means for manufacturers to conduct testing to the globally accepted test standards (i.e., IEC 60034-2-1), receive a test report detailing the results, and a test certificate detailing the motors covered by the GMEE program.

In order for products to qualify under Appendix D, a test report and certificate for the product must be made available by the manufacturer. In addition, the product must meet all the identified criteria under this Appendix when tested in accordance with IEC 60034-2-1 Test Method 2-1-1A (for single phase product and all motors rated less than 1 horsepower or equivalent) and 2-1-1B (for all other products), if it is to be qualified as a NEMA Premium Efficient Electric Motor by the Manufacturer.

Qualifying Products: Appendix D covers products with the same construction features as motors covered by Appendix B and C. In addition, any product tested to a level for a country with a different efficiency requirements than required by Appendix B and C (e.g., Australia), may additionally be covered if the manufacturer declares this when registering product under the NEMA Premium License Program. When no regulating body is referenced, the NEMA Premium levels referenced in Appendix B and Appendix C shall prevail.

APPENDIX E
QUALIFYING PRODUCTS (Random Wound - 1 to 525 HP/0.75 to 400kW), 600V or less.

Instructions. Use the table below for products covered under Appendix B, Part I, subparts a, b, c and d and any product covered under Appendix D.

Place a “**B**” on any product the manufacturer produces with meeting the requirements in Appendix B. Place a “**D**” on any product meeting the requirements in Appendix D. Place a “**BD**” for any products meeting both Appendix B and D.

HP (kW)	Open Drip-Proof				Totally Enclosed Fan-Cooled			
	2-pole	4-pole	6-pole	8-pole	2-pole	4-pole	6-pole	8-pole
1 (.75)	BD							
1.5 (1.1)	B							
2 (1.5)								
3 (2.2)								
5 (3.7)								
7.5 (5.5)								
10 (7.5)								
15 (11)								
20 (15)								
25 (18.5)								
30 (22)								
40 (30)								
50 (37)								
60 (45)								
75 (55)								
100 (75)								
125 (90)								
150 (110)								
200 (150)								
250 (185)								
275 (200)								
300 (220)								
325 (250)								
350 (280)								
400 (300)								
425 (315)								
450 (335)								
475 (355)								
500 (375)								
525 (400)								

QUALIFYING PRODUCTS (Form Wound - 250 to 2500 HP, 5000V or less.)

Instructions. Use the table below for products covered under Appendix B, Part II, subparts a and b and Appendix D.

Place a “**B**” on any product the manufacturer produces with meeting the requirements in Appendix B. Place a “**D**” on any product meeting the requirements in Appendix D. Place a “**BD**” for any products meeting both Appendix B and D.

HP (kW)	Open Drip-Proof				Totally Enclosed Fan-Cooled			
	2-pole	4-pole	6-pole	8-pole	2-pole	4-pole	6-pole	8-pole
250 (185)								
300 (220)								
325 (250)								
350 (280)								
400 (300)								
425 (315)								
450 (335)								
475 (355)								
500 (375)								
525 (400)								
560 (425)								
600 (450)								
625 (475)								
660 (500)								
700 (530)								
750(560)								
800 (600)								
850 (630)								
900 (670)								
950 (710)								
1000 (750)								
1050 (800)								
1100 (850)								
1200 (900)								
1250 (940)								
1350 (1000)								
1500 (1100)								
1750(1320)								
2000 (1500)								
2150 (1600)								
2250 (1700)								
2500 (1850)								

QUALIFYING PRODUCTS (Small motors – 0.25 to 3 HP, 600V or less)

Instructions. Use the table below for products covered under Appendix C, Part I, subpart a (cap-start, induction-run) and Appendix D.

Place a “C” on any product the manufacturer produces with meeting the requirements in Appendix C. Place a “D” on any product meeting the requirements in Appendix D. Place a “CD” for any products meeting both Appendix C and D.

HP (kW)	Open				Enclosed			
	2-pole	4-pole	6-pole	8-pole	2-pole	4-pole	6-pole	8-pole
.25 (0.18)								
.33 (.25)								
.5 (.37)								
.75 (.55)								
1 (.75)								
1.5 (1.1)								
2 (1.5)								
3 (2.2)								

Instructions. Use the table below for products covered under Appendix C, Part I, subpart b (cap-start, cap-run) or Appendix D.

Place a “C” on any product the manufacturer produces with meeting the requirements in Appendix C. Place a “D” on any product meeting the requirements in Appendix D. Place a “CD” for any products meeting both Appendix C and D.

HP (kW)	Open				Enclosed			
	2-pole	4-pole	6-pole	8-pole	2-pole	4-pole	6-pole	8-pole
.25 (0.18)								
.33 (.25)								
.5 (.37)								
.75 (.55)								
1 (.75)								
1.5 (1.1)								
2 (1.5)								
3 (2.2)								

Instructions. Use the table below for products covered under Appendix C, Part I, subpart c (3 phase) or Appendix D.

Place a “**C**” on any product the manufacturer produces with meeting the requirements in Appendix C. Place a “**D**” on any product meeting the requirements in Appendix D. Place a “**CD**” for any products meeting both Appendix C and D.

HP (kW)	Open				Enclosed			
	2-pole	4-pole	6-pole	8-pole	2-pole	4-pole	6-pole	8-pole
.25 (0.18)								
.33 (.25)								
.5 (.37)								
.75 (.55)								
1 (.75)								
1.5 (1.1)								
2 (1.5)								
3 (2.2)								

Email Mail completed form of products covered to:

NEMAPremium@nema.org

Attention: NEMA Premium Program Administrator

1300 N. 17th Street, Suite 900

Rosslyn, VA 22209

APPENDIX F

GUIDELINES FOR PROPER USE OF THE NEMA PREMIUM MARK

Program Name Educational Use

A specimen of the NEMA Premium Mark appears at the end of this Appendix F. The NEMA Premium Mark may be used for general educational purposes. The NEMA Premium Mark may be used when describing the NEMA Premium Program such as in educational brochures, newsletters, annual reports, promotional materials, product sales materials and packaging, internet/web documents, posters or other articles that describe the program and its requirements.

Manufacturers and other entities licensed by NEMA are allowed to include the NEMA Premium Mark in such materials that discuss the program, pursuant to the terms of the license.

Use of NEMA Premium Mark on Product Labels

The NEMA Premium Mark may be used as a product certification label to designate only those specific Qualifying Products that meet the NEMA Premium specifications contained in the Memorandum of Understanding and License and which are subject to the Verification Program. For Qualifying Products, the NEMA Premium Mark may be used directly on the product and on materials associated with the Qualifying Products, such as packaging, product inserts, and specification sheets.

Only licensed Manufacturers may use the NEMA Premium Mark in connection with Qualifying Products. Each Manufacturer has signed a Memorandum of Understanding and License making it responsible for the proper use of the NEMA Premium Mark. This includes its own use of the NEMA Premium Mark as well as use by its authorized representatives (e.g., dealers, ad agencies, etc.).

Use of NEMA Premium Mark in Product Advertisements

When preparing print advertisements or brochures, the NEMA Premium Mark should be placed on or directly adjacent to the NEMA Premium Efficient Electric Motor. If only NEMA Premium Efficient Electric Motors are pictured in the advertisement the NEMA Premium Mark may be placed anywhere on the page. If multiple products are featured, the NEMA Premium Mark may be placed only next to NEMA Premium Efficient Electric Motors. The NEMA Premium Mark may not be placed along the bottom or side of the advertisement next to other general icons unless every product pictured in the advertisement is a NEMA Premium Efficient Electric Motor.

If the NEMA Premium Mark is used in a general advertisement for a product line where only certain NEMA Premium Efficient Electric Motors are pictured, the Manufacturer shall include language that clarifies the advertisement; e.g., "The NEMA Premium Efficient Electric Motor meets the NEMA

Premium Efficiency specifications” or the Manufacturer must include specific language under each of the NEMA Premium Efficient Electric Motors; e.g., include a bullet point “NEMA Premium Efficient Electric Motor” in a list of product attributes.

NEMA Premium Mark Use When Not Referencing a Specific Product

The only time the NEMA Premium Mark may be used without making reference to a specific product is when it is used to inform the public of the certification purpose of the mark.

For example, a Manufacturer may display the NEMA Premium Mark in a brochure, manual, or other material along with a statement that reads, “Look for the NEMA Premium Mark on our product. This means that the product meets the guidelines for NEMA Premium Efficient Electric Motors established by the National Electrical Manufacturers Association.” Under no circumstances shall the NEMA name or NEMA Premium Mark be used in a manner that would imply NEMA endorsement of the company, its products, or its services or be used to indicate, expressly or impliedly, that the motor meets or exceeds the requirements of any standard, listing requirement, law or regulation, or that NEMA has assumed any responsibility for the manufacture, design or information for use associated with the motor.

NEMA Premium Mark Disclaimer Statement

When the NEMA Premium Mark is used by a licensed Manufacturer in connection with a NEMA Premium Efficient Electric Motor or its advertising, it shall always be accompanied by the following statement on advertising or product information brochures or circulars: “As a Manufacturer participating in the NEMA Premium Efficient Electric Motor Program, (company name) has determined that this product meets the NEMA Premium Efficient Electric Motor specifications, including those for premium energy efficiency.”

This disclaimer statement must accompany the NEMA Premium Mark in such advertising, product information brochures or circulars, but it does not have to appear side-by-side. The phrase may be placed where normal explanatory information is found. The type must be visible 8.0 point type size at a minimum and translated into languages appropriate for the intended end market of the product.

Reproduction of the NEMA Premium Mark

The NEMA Premium Mark is available in black and white on disk. These files are available from NEMA for distribution to licensed Manufacturers.

The NEMA Premium Mark shall not be altered, cut apart, or separated in any way. The NEMA Premium Mark may be resized, but the proportions must be maintained.

Trademark

The NEMA Premium Mark is a certification mark of NEMA. When using the NEMA Premium Mark in marketing materials, you must:

- express the name as: NEMA Premium,
- include the trademark registration symbol (®) each time the NEMA Premium Mark appears in materials, and
- include an additional statement “NEMA Premium is a certification mark of the National Electrical Manufacturers Association.” This statement, if used, may be placed where normal explanatory information is found.

Revisions to Requirements for Proper Use of NEMA Premium Mark

NEMA applied for registration of its NEMA Premium trademark as a registered trademark with the U.S. Patent & Trademark Office, Application Serial No. 76/249,006. The mark was registered with the U.S. Patent & Trademark Office on July 13, 2004 (Reg'n No. 2,863,142). Licensees must refer to the fact that the NEMA Premium Mark is a registered certification mark of the National Electrical Manufacturers Association, including use of the letter “R” in a circle, ®.



APPENDIX G

ANNUAL CERTIFICATE OF CONFORMITY (To be completed by the Manufacturer)

Name of Motor Manufacturer: _____

Name of Accredited Laboratory or Recognized Test Organization: _____

Responsible Person at the Motor Manufacturer: _____

Contact Information for Responsible Person:

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

Date of Certificate: _____

CERTIFICATION

The undersigned affirms and certifies to the National Electrical Manufacturers Association (NEMA) that the basic models of motors of the above-named motor manufacturer identified on Appendix E as Qualifying Products were tested at the accredited laboratory or qualified test facility utilizing the methodology set forth in Appendix B to Subpart B of 10 C.F.R. Part 431 ("Test Procedures, Labeling and Certification Requirements for Electric Motors" or "test procedures for the measurement of energy efficiency" in subpart X – Small electric motors) or IEC 60034-2-1, Test methods 2-1-1A and/or 2-1-1B, and were determined by the Manufacturer to meet or exceed the NEMA Premium Efficiency Specification for that basic model set forth in as outlined in the corresponding Appendices B, C and D of the NEMA Premium Memorandum of Understanding and License. The undersigned further certifies that true and correct copies of the test results and reports, prepared at the time the testing was conducted, for each tested Qualifying Product are attached to this Annual Certificate of Conformity.

Signature of Responsible Person: _____

Attachments: Test results

Email Mail completed form of products covered to:

NEMAPremium@nema.org

Attention: NEMA Premium Program Administrator

1300 N. 17th Street, Suite 900

Rosslyn, VA 22209

APPENDIX H

ANNUAL VERIFICATION PROGRAM

1. Each calendar year, NEMA, without consultation with any licensee, will designate a specific rating of Qualifying Product to be sent by each Manufacturer to a Third-party test organization designated by NEMA for testing to determine whether the designated Qualifying Product does meet or exceed the NEMA Premium Efficiency Specifications. The Qualifying Product to be tested shall be sent to a Third-party test organization from a supply source in the distribution channel, when available, or from the Manufacturer's inventory when supply is not available from a distribution channel, and must have been manufactured in the preceding twelve month period. NEMA shall provide written notification to the Manufacturer of the specific rating of the Qualifying Product and the Third-party test organization(s).
2. Within ninety (90) days following the date of NEMA's written notification, the Manufacturer shall arrange for one motor of the designated Qualifying Product to be sent to a third-party laboratory, who shall test the Qualifying Product utilizing the methodology set forth in Appendix B to Subpart B of 10 C.F.R. Part 431 ("Test Procedures, Labeling and Certification Requirements for Electric Motors" or "test procedures for the measurement of energy efficiency" in subpart X – Small electric motors). The expense of procuring, shipping and testing the designated Qualifying Product shall be borne by the Manufacturer.
3. Within thirty (30) days of the completion of the testing of the Manufacturer's designated Qualifying Product, the third-party laboratory shall submit to NEMA and the Manufacturer a written report identifying the designated Qualifying Product, and certifying that it tested the designated Qualifying Product utilizing the methodology set forth in Appendix B to Subpart B of 10 C.F.R. Part 431 ("Test Procedures, Labeling and Certification Requirements for Electric Motors" or "test procedures for the measurement of energy efficiency" in subpart X – Small electric motors) listing all test data. Within 30 days of receipt of the test data the Manufacturer shall submit to NEMA an analysis in the determination of efficiency and stating separately for the designated Qualifying Product that the motor either did or did not meet the requirements for the NEMA nominal efficiency marked on the nameplate. For the Qualifying Product to pass this test, the tested value of efficiency must not be less than the level of minimum efficiency specified in Table 12-12 of NEMA MG 1 for the rated NEMA nominal efficiency marked on the Manufacturer's nameplate for the designated Qualifying Product.

4. In the event that the designated Qualifying Product did not meet requirements for the marked NEMA nominal efficiency, the Manufacturer whose motor failed the test must within thirty (30) days of receipt of notice delist the motor rating from the list of the Manufacturer's Qualifying Products or, in lieu of delisting:
 - a. arrange, within sixty (60) days at its expense, for a second testing of a sample of five motors of the same Qualifying Product procured in the distribution channel, when available, at an Accredited Laboratory or a test facility qualified for use in a nationally recognized motor efficiency certification program, tested in accordance with the methodology identified in Paragraph 2 above, whereby –
 - i. for the sample to pass the test the average full-load efficiency of the sample shall not be less than the efficiency derived by adding 5% additional total losses to the total losses for the represented NEMA nominal efficiency and the full-load efficiency of none of the five motors in the sample shall be less than the level of minimum efficiency specified in Table 12-12 of NEMA MG 1 for the nominal efficiency represented on the Manufacturer's nameplate;
 - ii. if the sample passes the test, the Qualifying Product will be deemed to have been verified and delisting is not required;
 - iii. if the sample does not pass the test, the Manufacturer will have to delist that motor rating from the NEMA Premium Program; or
 - b. develop within sixty (60) days a corrective action plan, to be submitted on a confidential basis without identifying the name of the Manufacturer, for review by a three member task force of the NEMA Technical Committee of the NEMA Motor and Generator Section demonstrating that design or other changes to the Manufacturer's motor will cause the motor to meet the represented NEMA nominal efficiency value for the revised design and the NEMA Premium Efficiency Specification for that motor.

If the Manufacturer selects option (a) and the sample does not pass the test, or, if the Manufacturer selects option (b), then the Manufacturer must also have testing performed on one sample of a second, different designated rating of Qualifying Product in the manner provided in Paragraph 2 above.

5. In the event that the designated second different rating of Qualifying Product tested per Paragraph 2 above did not pass the test per Paragraph 3 above, the Manufacturer whose motor failed the test may elect promptly within sixty (60) days of receipt of notice to repeat the steps in Paragraph 4 for that rating, and, if required by Paragraph 4, the Manufacturer must also provide a sample of a different designated rating of Qualifying Product to be tested in the manner provided in Paragraph 2 above.
6. In the event that the designated third rating of Qualifying Product tested per Paragraph 2 above did not pass the test per Paragraph 3 above, the Manufacturer's license to participate in the NEMA Premium Program will be terminated, without prejudice to the right to reapply twelve (12) or more months later.

APPENDIX I

CHALLENGE PROGRAM

REQUEST FOR NEMA INVESTIGATION OF RATINGS CLAIMS/CHALLENGE TEST.

The NEMA Premium Program offers the Manufacturer the opportunity to “challenge” whether the Qualifying Product of another Manufacturer in the NEMA Premium Program meets the NEMA Premium Efficiency Specifications. Such a challenge is mediated by NEMA and substantiated by product testing to a Third-party test organization contracted by NEMA.

The testing and compliance protocol established for the Verification Program (Appendix H) shall apply to testing under the Challenge Program, except that the initial round of testing under Appendix H, Paragraph 3 shall include five samples of the specific rating(s) of Qualifying Product being challenged, and the manufacturer whose motor is challenged shall be limited to one round of retesting of the same specific rating of Qualifying Product in the manner provided for in Appendix H, Paragraph 4.a. in the event of a failure of the first sample set of the challenged motor under Appendix H, Paragraph 3.

A. Requirements of Challenger.

No challenge procedure is initiated until the challenger has tested the specific rating(s) of Qualifying Product and has filed a copy of the results with the NEMA Vice President of Technical Services showing that the specific rating(s) of Qualifying Product being challenged does not meet or exceed the NEMA Premium Efficiency Specification for that specific rating.

In the event that a challenge is received against a specific rating of motor manufactured by a manufacturer in the NEMA Premium Program and if, in the judgment of the NEMA Vice President of Technical Services, there appears to be reasonable grounds for action, he shall instruct a Third-party test organization to obtain and test five samples from the challenger of the specific rating(s) of Qualifying Product being challenged, which shall be procured in the same manner provided for in Appendix H, Paragraph 1.

B Cost of Test.

The cost of the test at the Third-party test organization, including acquisition, testing, and final disposition of the test samples, shall be borne completely by one of the two parties concerned. In the event the Third-party test organization test results show the challenge to be justified, whether it be the first set of test samples or the second set of test samples, the manufacturer of the model in question shall pay the costs; in the event the Third-party test organization test results do not bear out the challenge, whether it be the first set of test samples or the second set of test samples, the challenger shall pay the costs. NEMA will invoice the appropriate party for the cost of the test, and the Manufacturer agrees to pay NEMA's invoice within thirty (30) days.

C. Termination from NEMA Premium Program.

In the event that the Manufacturer's Qualifying Product is successfully challenged three times, the Manufacturer's license to participate in the NEMA Premium Program will be terminated, without prejudice to the right to reapply twelve (12) or more months later.