



## **Memorandum of Understanding**

**American Society of Heating, Refrigerating, and Air-conditioning Engineers**

**and**

**National Environmental Balancing Bureau**

Founded in 1894, The American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE), Atlanta, Georgia advances the arts and sciences of heating, ventilating, air conditioning and refrigerating to serve humanity and promote a sustainable world.

Founded in 1971, The National Environmental Balance Bureau (NEBB), Gaithersburg, Maryland is an international certification association for firms that perform testing, adjusting and balancing of HVAC systems, in addition to building systems commissioning, sound and vibration measurement, retro-commissioning, fume-hood testing and cleanroom performance certification.

In recognition of shared technical and strategic interests, ASHRAE and NEBB agree to support this Memorandum of Understanding to advance and promote the mutual interests of professionals engaged in the design, construction and operation of buildings.

### **ANNUAL MEETINGS**

Recognizing the importance of communication in organizational collaboration, both organizations commit to hold a liaison meeting annually (either in person or via conference call) of designated ASHRAE/NEBB senior representatives to:

- Ensure ongoing advancement of collaborative projects.

- Keep each respective organization informed of major initiatives.
- Discuss new opportunities for collaboration.

Action items with assigned responsibilities shall be recorded at each meeting.

## **AREAS OF COMMON INTEREST**

ASHRAE and NEBB opportunities for collaboration include, but are not limited to, the following:

- Encourage continuing dialogue between ASHRAE and NEBB at all levels on issues of importance to engineers and facilities professionals
- Both organizations agree to share products prepared with respective members without impairing the value of membership in either organization.
  - Where mutually beneficial, jointly promote educational programs to members through collaboration between the ASHRAE Learning Institute and NEBB (such as member discounts offered to the other society's members).
  - Where mutually beneficial, jointly identify, create and implement new products and services including:
    - Regional conferences that encourage the exchange of developing engineering solutions
    - Joint publications (print and electronic)
- Recognizing both organizations currently offer and will continue to expand certification programs, ASHRAE and NEBB agree to:
  - Discuss a collaborative foundation that allows certification programs from each organization to be complimentary.
  - Seek ways to promote respective certification programs.

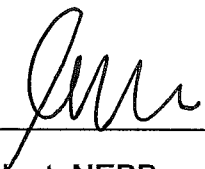
- ASHRAE and NEBB agree each organization shall cross-market, where appropriate, each other's products and services.
  - Each organization will help publicize events on their respective websites and in printed publications.
  - Each organization will consider publishing announcements about new publications, standards, training and educational programs, etc.
  - ASHRAE and NEBB shall discuss mutually beneficial pricing strategies for products and services.
  
- Each organization agrees to provide the other with:
  - Two complimentary VIP registrations to the organization's primary annual meeting.
  - One complimentary subscription to each printed or electronic magazine.
  - A listing of applicable chapter or regional officer contact information to encourage joint local meetings.
  
- ASHRAE and NEBB agree to work together to advance research into the sustainable design, construction and operation of healthcare facilities.
  - Each organization will bring its member expertise to bear on establishing a research agenda and prioritizing research projects.
  - Jointly funded or cooperative research programs will be considered.
  
- ASHRAE and NEBB agree to discuss ways to promote adoption and widespread use of codes and standards of mutual interest.
  - Both organizations will present government affairs strategic objectives and discuss ways to collaborate.

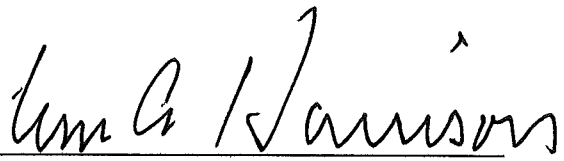
Each organization recognizes the unique and varying concerns of the other and neither organization will interpret or impose conditions herein to prevent the other organization

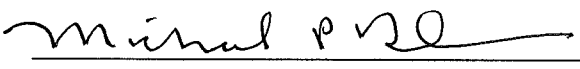
from fulfilling its mission. Each organization will give proper recognition to each other for individual and joint efforts in reporting to their respective membership and to the general public.

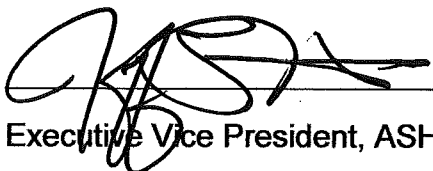
This MOU reflects a commitment by ASHRAE and NEBB to continue and enhance their working relationship and individual efforts toward achieving mutual objectives described above. It does not create a binding obligation or agreement between the parties, and neither party has an obligation to negotiate toward or enter into a binding written agreement. In addition, this MOU does not create a partnership, joint venture, fiduciary relationship or similar relationship between ASHRAE and NEBB. Either party may terminate this MOU, with or without stated cause, upon providing the other party with thirty (30) days written notice of intent to terminate. Furthermore, it is understood that this Memorandum of Understanding is conceived as a dynamic document, meant to change as circumstances and priorities warrant, that it is a beginning point and that any protocol of specific projects and activities developed is intended as an integral part of this understanding.

Executed this 12<sup>th</sup> day of November, 2008.

  
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President, NEBB

  
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President, ASHRAE

  
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Executive Director, NEBB

  
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Executive Vice President, ASHRAE