

PERSI MEMORANDUM OF UNDERSTANDING

The undersigned organizations have entered into this Memorandum of Understanding to form an alliance to be known as Practice, Education and Research for Sustainable Infrastructure (PERSI). Each organization subscribes to this Memorandum of Understanding through its respective authorized representatives, each on the date of the respective representative's signature. The parties hereto understand and agree as set forth herein.

1. **Background.** Infrastructure includes constructed facilities and natural features that shelter and support human activities: buildings of all types, communications, energy generation and distribution, transportation of all modes, water resources, and waste treatment. All sectors of society are working to advance the quality of human life and to protect the environment through sustainability. Sustainability is the challenge of meeting human needs for natural resources, industrial products, energy, food, transportation, shelter, and waste management while conserving and protecting external and internal environmental quality and the natural, economic and social resources essential for future human needs. The Infrastructure community must work together to advance and incorporate sustainability into the standards and practices used throughout the life cycle of infrastructure systems.
2. **Purpose.** The purpose of PERSI is to provide a means by which the infrastructure community can work cooperatively and collaboratively to promote and translate the philosophy of sustainability into action, as further stated herein.
3. **Activities.** PERSI's activities shall include the promotion of:
 - A common language for the definition and achievement of sustainable infrastructure.
 - Interaction, internationally and nationally, among groups and organizations which are, or should be, working for sustainable infrastructure.
 - Provision of the practices needed for sustainable renewal of America's infrastructure to respond to marketplace values and meet society's needs.
 - Embedment of provisions for sustainability in the practices regularly used for planning, design, construction, commissioning, operation, maintenance, renovation and removal of infrastructure.
 - Educational programs in architecture, construction, engineering, planning, and related technologies, incorporating principles for

sustainable infrastructure in their curricula, and strengthening K-12 education to improve public understanding of sustainability and infrastructure, and to attract qualified youth to infrastructure careers.

- An enduring program of research to provide critically needed knowledge for improvement of practices for sustainable infrastructure.
- A clearinghouse for information on practices, knowledge and programs for sustainable infrastructure.
- A sustained program to assess current practices and knowledge.
- Agendas for implementation of best available practices, development of improved practices to exploit available knowledge, research to fill important gaps in knowledge, and education of current and future infrastructure professionals and technicians.

4. Methods of Cooperation. Each party to this Memorandum of Understanding is a separate organization responsible for establishing its own policies and procedures and financing its own activities. PERSI will not itself produce standards and practices, but will help its member organizations address sustainability consistently in their practices and standards.

5.0 Governance and Structure. PERSI will be governed by a Governing Assembly and Executive Committee as set forth herein.

5.1 Governing Assembly

Each signatory shall select a representative to serve as a voting member of the PERSI Governing Assembly, which shall be responsible for the overall governance and direction of PERSI. The Governing Assembly shall meet twice a year, face to face or by conference call, to develop and maintain policies for PERSI. The initial Governing Assembly shall establish committees to serve its needs.

5.2 Executive Committee and Chair of the Governing Assembly

There shall be an Executive Committee of the Governing Assembly that shall meet monthly, by conference call or face to face, to conduct the affairs of the Council. This committee shall consist of seven people elected by the Governing Assembly for staggered terms of three years each. The Executive Committee shall elect a Chair, who shall serve as the chief elected officer and the spokesperson for PERSI. The Executive Committee shall also

select a Vice Chair to serve for the Chair in the absence of the Chair.

5.3 Director

The Governing Assembly may appoint a Director for PERSI who shall be an ex-officio, non-voting member of the Executive Committee, responsible for the detailed management of the affairs of PERSI and such other duties as assigned by the Governing Assembly or Executive Committee. Other administrative services may be assigned to individual signatories if mutually agreed by the parties hereto.

6.0 Contracts and Grants. Since PERSI is not a legal entity and not a partnership of the signatories, contracting and conducting projects endorsed by PERSI shall be done by an Operating Organization, which may be a member organization of PERSI. Endorsement of a project and Operating Organization shall be by the Governing Assembly by majority vote. The Governing Assembly, or a committee established by the Governing Assembly, may serve in an advisory capacity for such projects.

7.0 Dues. The Governing Assembly's non- government signatories shall determine dues, not to exceed \$5000.00 annually per signatory, to be contributed to PERSI. Government signatories are excused from dues unless a government signatory voluntarily and legally can participate in dues or a contribution.

8.0 Compliance. All activities of the signatories hereunder shall be consistent with federal, state and local laws, including antitrust laws and Section 501(c)(3) of the Internal Revenue Code. No activities or funds hereunder shall be used to attempt to influence legislation, including any referendum, to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, or for any other activities that are prohibited by or inconsistent with Section 501(c)(3) of the Internal Revenue Code.

9.0 Limitations. Except as otherwise expressly identified in this agreement, no signatory is authorized by any other signatory under this agreement to act on behalf of or in the name of PERSI or another signatory; and no signatory shall have the authority to bind PERSI or another signatory in contract, debt or otherwise. The signatories are and shall remain separate entities, and no partnership, joint venture or agency relationship shall be created under this agreement.

10. Amendments. The Governing Assembly may amend this Memorandum of Understanding by majority vote of those present and

voting, provided that a copy of the proposed amendment shall have been sent to each member of the Governing Assembly at least ninety (90) days in advance of such vote.

11. **Termination.** Any signatory may terminate its participation in PERSI under this Memorandum of Understanding, without penalty or entitlement to a refund of dues or other fees paid, upon thirty (30) days written notice to the Chair of the Governing Assembly.

12. **Authorization.** Any and all uses of a signatory's confidential or proprietary information, materials, or property, including specifically intellectual property, shall be subject to and conditioned upon advance review and approval by the signatory.

IN WITNESS WHEREOF, the signatories have executed this Memorandum of Understanding on the dates identified below. This Memorandum of Understanding may be executed in one or more counterparts, which taken together shall constitute one instrument.

American Society of Civil Engineers

By: _____
Patrick J. Natale, P.E., CAE, F.ASCE
Executive Director

Date: _____

ASHRAE, Inc.

By: _____

JEFF LITTLETON
Executive Vice President

Date: *July 11, 2006*

By: _____

Date: _____

By: _____

Date: _____