Memorandum of Understanding

Between

ASHRAE

and

Kuwait Foundation for the Advancement of Sciences

This Memorandum of Understanding ("MOU") dated March 1, 2017 is between:

ASHRAE, with its principal office located at 1791 Tullie Circle, N.E. Atlanta, GA 30329, U.S.A., hereinafter referred to as “ASHRAE”;

And

Kuwait Foundation for the Advancement of Sciences, a private, non-profit organization, with its principal office at Kuwait, Sharq Area P.O. Box: 252632 Safat 13113, Kuwait, hereinafter referred to as “KFAS”.
BACKGROUND

Founded in 1894, ASHRAE advances the arts and sciences of heating, ventilating, air-conditioning and refrigeration to serve humanity and promote a sustainable world.

Founded in 1976, KFAS exists to stimulate, support and invest in initiatives and human resources that contribute to the building of a strong Science, Technology and Innovation System and Culture (STI) and fostering an enabling environment. The initiatives include improving public understanding of science; strengthening innovation and research capacity and enhancing the enabling cultural environment; supporting the gifted and talented; translating knowledge into innovation; and encouraging more private technological capability.

ASHRAE and KFAS agree to support the MOU to advance and promote the mutual interests of their respective members. ASHRAE and KFAS are committed to working together towards the following goals and activities:

CONSISTENT LEADERSHIP COMMUNICATION

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 and KFAS senior representatives to:

- Ensure ongoing advancement of collaborative projects.
- Keep each respective organization informed of major initiatives.
- Discuss new opportunities for collaboration.

ASHRAE and KFAS shall take responsibility for initiating the first annual liaison meeting. Action items with assigned responsibilities shall be recorded at each meeting. The parties responsible for ensuring this MOU is actively pursued through the term of the agreement are:

For ASHRAE:

Jeff Littleton
Executive Vice President
1791 Tullie Circle NE, Atlanta,
GA 30319, USA
jlittleton@ashrae.org

For KFAS:

Ms. Dina Al-Nakib
PM/Research Directorate
P.O. Box 25263,
Safat 13113, Kuwait
dainakib@kfas.org.kw
CONFERENCES AND MEETINGS

Each organization agrees to provide the other with a meeting invitation and two complimentary VIP registrations to primary meetings.

ASHRAE and KFAS agree to explore opportunities to provide speakers at the other organization’s meetings to help provide updates and perspectives on technologies and trends of mutual interest.

Where mutually beneficial, each organization shall help publicize the other organization’s meetings and promote attendance.

CHAPTER ACTIVITIES

ASHRAE and KFAS agree to take advantage of ASHRAE’s extensive global chapter network to advance common goals and objectives.

ADVOCACY

Where mutually beneficial and to the extent allowed by laws and corporate policies, ASHRAE and KFAS agree to work together on common government affairs goals and ideologies. During annual liaison meetings, public affairs strategies will be discussed and common goals identified. Collaborative opportunities to be considered include:

- Joint promotion of codes and standards.
- Education of policy makers on scientific issues important to each organization.

PUBLICATIONS

Recognizing that electronic and print publications are a primary means of disseminating new technologies, trends and practices, ASHRAE and KFAS agree to:

- Explore opportunities to jointly produce books and other publications of mutual benefit.
- Explore mutually beneficial ways to translate ASHRAE publications into Arabic for distribution in Kuwait.
EDUCATION

As leading providers of education and professional development, ASHRAE and KFAS agree to:

- Explore opportunities to co-develop new courses or other training programs that take advantage of overlapping and complimentary expertise between ASHRAE and relevant local institutions.

TECHNICAL ACTIVITIES COORDINATION

ASHRAE and KFAS or individuals appointed by KFAS agree to foster technical cooperation in areas of common interest by:

- Encouraging joint participation on technical committees and task forces.
- Providing opportunities to participate in and comment on proposed standards, guidelines, policies, and position statements developed on technical subjects as they relate to subjects of common interest to both organizations.
- Exploring the establishment of technical liaison representatives to support key research and technical activities.

RESEARCH

Recognizing the importance research plays in accelerating the transformation to a more sustainable built environment, ASHRAE and KFAS agree to:

- Promote research in areas where research results will add to the body of knowledge in technical areas of common interest;
- Disseminate research results quickly, focusing on high-impact findings.
- Identify opportunities for research funding from other sources.

In the event where funding from ASHRAE, KFAS and other sources is required to support such research, the funding commitment and relevant terms applicable to each party shall be detailed in a separate agreement.

Any collaborative research agreements arising from this MOU will include, but not be limited to, provisions setting forth the approved budget, specific financial and administrative arrangements, a description of the scope of work to be performed, the rights to intellectual property arising from the collaborative research effort and the right to publish. This MOU does not necessarily anticipate any present exchange of monies between KFAS and ASHRAE or guarantee specific funding.
ADMINISTRATIVE CONTACTS

The administrative contacts for actions tied to this MOU shall be:

For ASHRAE:
Jeff Littleton
Executive Vice President
ASHRAE
1791 Tullie Circle NE
Atlanta, GA 30320, USA
Tel: 404-636-8400
Email: jlittleton@ashrae.org

For KFAS:
Essam Omar Asem
Director, Research Directorate
KFAS
P.O. Box 25263
Safat 13113, Kuwait
Tel: 965-22278111
Email: eomar@kfas.org.kw

TERMINATION

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.

TERM

The term of this MOU shall begin when signed by both parties and shall terminate at the end of three (3) years unless extended at that time by written agreement between both KFAS and ASHRAE.

CONFIDENTIALITY

In the normal course of this collaboration, it will be necessary to share proprietary information. The recipient of such information shall treat the discloser’s proprietary information as confidential for a period of five (5) years and shall handle it with the same degree of care that it uses with its own proprietary information but in all cases, no less than reasonable care. In particular, during this period, the recipient shall use the proprietary information only in furtherance of the purpose and not (without the written consent of the discloser) (a) divulge any such information to any third party, or (b) make any commercial or unauthorized use thereof.

KFAS and ASHRAE agree not to use each other’s name in any advertising or other form of publicity without the prior written consent of such party.
LEGAL STANDING

This MOU reflects a commitment by ASHRAE and KFAS 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 two organizations except the confidentiality provisions mentioned herein which shall survive the termination of this MOU, and neither organization 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 KFAS. Furthermore, it is understood that this MOU is conceived as a dynamic document, meant to change as circumstances and priorities warrant. It may be modified or amended by written agreement between both organizations.

IN WITNESS WHEREOF, THE KFAS AND ASHRAE HAVE EXECUTED THIS MOU AS OF THE DATES SET FORTH ABOVE.

FOR ASHRAE
Dr. Bjarne Olesen, President-Elect
Signature
Date 2017-03-01

ASHRAE

FOR KFAS
Dr. Adnan Shihab-Eldin/Director General
Signature
Date 01-07-2017

KFAS