



Memorandum of Understanding



American Society of Heating, Refrigerating and Air-Conditioning Engineers and Global Cold Chain Alliance

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 2007, the Global Cold Chain Alliance (GCCA), Alexandria, Virginia, unites partners to facilitate communication, networking and education for the perishable food industry. GCCA enhances the cold chain, ensuring that perishable products retain their quality and safety through each link, by promoting best practices and information exchange.

In recognition of shared technical interests, ASHRAE and GCCA agree to support this Memorandum of Understanding to advance and promote the mutual interests of refrigeration and facility professionals. We are committed to work together toward the following goals:

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/GCCA 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 GCCA opportunities for collaboration include, but are not limited to, the following:

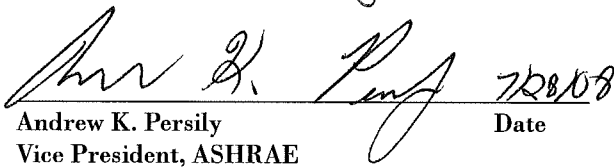
- Encourage continuing dialogue between ASHRAE and GCCA at all levels on issues of importance to refrigeration and facilities professionals
- Both organizations agree to share products prepared with respective members without impairing the value of membership in either organization
 - Where mutually beneficial, jointly promote educational programs to members through collaboration between the ASHRAE Learning Institute and GCCA (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 GCCA agree to:
 - Discuss a collaborative foundation that allows certification programs from each organization to be complimentary
 - Seek ways to promote respective certification programs

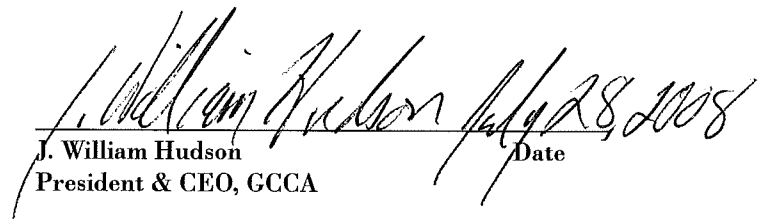
- ASHRAE and GCCA agree each organization shall cross-market, where appropriate, each other's products and services
 - Each organization will help publicize events on their respective websites and in printed publications
 - Each organization will consider publishing announcements about new publications, standards, training and educational programs, etc.
 - ASHRAE and GCCA 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 GCCA agree to work together to advance research
 - 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 GCCA 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

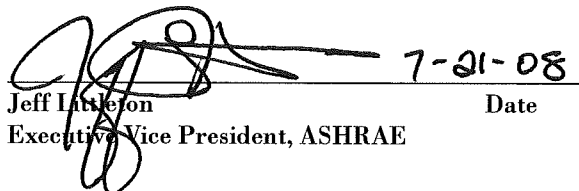
Each organization recognizes the unique and varying concerns of the other and neither organization will interpret or impose conditions herein to prevent the other organization from fulfilling its mission. Each organization will give proper recognition to each other for individual and joint efforts in reporting to their respective membership and to the general public.

This MOU reflects a commitment by ASHRAE and GCCA 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 GCCA. 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 28th day of July, 2008


 Andrew K. Persily
 Vice President, ASHRAE


 J. William Hudson
 President & CEO, GCCA


 Jeff Littleton
 Executive Vice President, ASHRAE