



Chapter Memorandum of Understanding (MOU) Policy

ASHRAE Chapters are strongly encouraged to work collaboratively with other not-for-profit organizations and institutions around the world. Joint Chapter meetings, technical conferences, seminars, etc. widen ASHRAE's influence and improve member networking opportunities. MOUs are not needed for traditional activities such as joint monthly meetings with the chapters of other organizations, but some circumstances call for an MOU. Examples include joint development of a local reoccurring conference, commitments between international Chapters and local HVAC organizations to work together, etc.

- **Requirements and Restrictions for All Chapter MOUs**
 - Chapters shall not enter into an MOU agreement with a commercial organization.
 - Chapters shall not enter into MOU agreements with organizations whose primary purpose is advocacy or lobbying. Similarly, the *focus* on a Chapter MOU agreement cannot be on advocacy or lobbying.
 - Chapter MOU agreements cannot engage, commit or speak for Society-level activities in any way.
 - EXAMPLE: Chapter level MOUs cannot agree to share intellectual property rights for Society publications.
 - A Chapter MOU shall not impact Society fees and dues in any way.
 - All Chapter MOUs must include the following disclaimer: "This agreement does not engage, commit or otherwise speak for the Society-level global organization ASHRAE in any way. This agreement applies to the ___ Chapter(s) and its/their geographic scope only."
 - A Chapter MOU agreement can only be applicable to members and activities within the geographic scope of the Chapter(s).
 - Chapter MOU agreements cannot violate any provisions of the MCO, particularly with respect to:
 - Endorsement of expositions, trade shows or of technical conferences that are run in parallel with expositions.
 - Speaking on behalf of the Society.
 - The ASHRAE commercialism policy.
 - Lobbying.
 - All Chapter MOU agreements must have a specific termination clause that includes a specific termination date. Auto-renewals are not permitted. Three years is the recommended initial period for MOU prior to automatic termination or renewal. Chapters may not enter into MOU agreements that imply the Chapter's endorsement of one particular technology.
 - EXAMPLE: An MOU between an ASHRAE Chapter and an ICC or IAPMO Chapter might imply endorsement of one code over another.
 - Prior to execution, the MOU must be reviewed and approved by the:

MANUAL FOR CHAPTER OPERATIONS

- Board of Governors.
 - Director and Regional Chair (DRC) of the region in which the Chapter resides.
 - Chapter MOU agreements must take into account other previously-established Society or Chapter MOUs where applicable. For example, recent (2017) Society MOU agreements with REHVA and CIBSE may impact Chapter MOU agreements in Europe.
 - Sections may not enter into MOUs with other organizations.
- **Legal Standing**
 - MOU agreements can create legally binding contracts between parties. Legal advice and careful attention to the wording is paramount. ASHRAE Society can help with legal reviews upon request to the staff Director of Member Services.
 - A standard disclaimer can reduce the enforceability of an MOU agreement while still providing a foundation of collaboration between the Chapter and another entity
 - Example disclaimer: “The MOU reflects a commitment by the [NAME] ASHRAE Chapter and [NAME] Chapter of [ORGANIZATION] 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 part has an obligation to negotiate toward or enter into a binding written agreement. In addition, the MOU does not create a partnership, joint venture, fiduciary relationship or similar relationship between ASHRAE and [ORGANIZATION NAME]. 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, and any protocol or specific projects and activities developed are intended as an integral part of this understanding.”
- **MOU Agreements for All ASHRAE Chapters**
 - ASHRAE Chapters may enter into MOU agreements with the Chapters of other national or regional organizations globally, including in the U.S.
 - If the geographic scope of the other organization’s Chapter covers more than one ASHRAE Chapter, all ASHRAE Chapter’s in that geographic scope must be engaged in the establishment of the MOU and must sign the MOU. The MOU cannot move forward if any one Chapter in the geographic scope opts out.
 - **EXAMPLE:** A U.S. organization with State-wide chapters cannot enter into an MOU with an ASHRAE Chapter unless all Chapters in the state sign the MOU.
- **MOU Agreements for Chapters *Inside* the U.S. and Canada**
 - No ASHRAE Chapters in the U.S. or Canada may enter into agreements with national government agencies in the U.S. or Canada because these relationships are managed at the Society level.
 - No ASHRAE Chapter can enter into an agreement with a national or global organization headquartered in the U.S. or Canada because these relationships are managed at the Society level. (Agreements between Chapters of not-for-profit organizations in the U.S. are acceptable, as noted above.)
- **MOU Agreements for Chapters *Outside* of The U.S. and Canada**
 - Chapters may enter into agreements with government agencies or national organizations in the country where they reside.

MANUAL FOR CHAPTER OPERATIONS

- All of the ASHRAE Chapters in a country must be engaged in the establishment of any MOU involving any ASHRAE Chapter with a government agency or national organization, and must sign the MOU. The MOU cannot move forward if any one Chapter in the country opts out.
- If the Country includes a member of the ASHRAE Associate Society Alliance (AASA), the ASHRAE Chapter(s) is encouraged to:
 - Include the AASA member in agreements in collaborative opportunities.
 - Conduct joint meetings with the AASA member organization.