**Appendix 5K: Chapter Memorandum of Understanding Template**

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|  | **Memorandum of Understanding****[ASHRAE Chapter] and [Org]** |

Established in [YEAR] [ASHRAE Chapter] serves the building industry in [geographic area].

Founded in [YEAR], [ORGANIZATION] [state mission].

[ASHRAE Chapter] and [ORG] agree to support this Memorandum of Understanding to advance and promote the mutual interests of their respective members. We are committed to working together toward the following activities and goals:

**CONSISTENT LEADERSHIP COMMUNICATION**

Recognizing the importance of communication in organizational collaboration, both [ASHRAE Chapter] and [ORGANIZATION] commit to meet as needed (either in person or via conference call) to:

* Ensure ongoing advancement of collaborative projects
* Keep each other informed of major initiatives
* Discuss new opportunities for collaboration

The parties responsible for ensuring this MOU is actively pursued through the term of the agreement are:

|  |  |  |
| --- | --- | --- |
| **For [ASHRAE Chapter]:** |  | **For [ORG]:** |
| [NAME] |  | [NAME] |
| [TITLE] |  | [TITLE] |

**CHAPTER COLLABORATION**

[ASHRAE Chapter] and [ORG] agree to explore opportunities to co-host or co-sponsor local meetings or local technical conferences. The parties also agree to investigate opportunities for other joint activities, such as events that have a positive impact on the local community.

Where mutually beneficial, [ASHRAE Chapter] and [ORG] shall help publicize the other organization’s meetings and promote attendance.

**ADVOCACY**

Where mutually beneficial and to the extent allowed by laws and corporate policies, [ASHRAE Chapter] and [ORG] agree to work together on common public affairs goals and ideologies. Collaborative opportunities to be considered might include:

* Joint promotion of codes and standards at the local or state/provincial levels
* Promoting mutually beneficial positions during the development and passage of local or state/provincial legislation
* Education of local or state/provincial legislators on issues important to the members of each organization

**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 Memorandum of Understanding 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.

**LEGAL STANDING**

This MOU reflects a non-binding commitment exclusively between [ASHRAE Chapter] and [ORG]. [ASHRAE Chapter] does not represent ASHRAE Society (ASHRAE, Inc.) and does not have the authority to legally bind the Society in any way.

In addition, this MOU does not create a partnership, joint venture, fiduciary relationship or similar relationship between [ASHRAE Chapter] and [ORG]. This Memorandum of Understanding may be modified or amended by written agreement between both organizations.

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| **FOR [ASHRAE CHAPTER]** |  | **FOR [ORG]** |
|  |  |  |
| Printed Name/Title |  | Printed Name/Title |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Date |  | Date |